

Table of Contents

Eighth Revised Sheet No. 1	5
Twenty-Seventh Revised Sheet No. 31	6
Fifty-Sixth Revised Sheet No. 32	7
Forty-Seventh Rev. Sheet No. 33	9
Twentieth Revised Sheet No. 34	10
Twenty-Fourth Revised Sheet No. 35	11
1st Rev. Fifteenth Revised Sheet No. 36	13
Seventh Revised Sheet No. 37	14
Sub. Second Revised Sheet No. 37A	15
Second Revised Sheet No. 58	16
Substitute Original Sheet No. 107A	17
First Revised Sheet No. 108	18
Substitute Original Sheet No. 111	19
Sub. First Revised Sheet No. 112	20
Original Sheet No. 113	21
Third Revised Sheet No. 114	22
Substitute Original Sheet No. 120A	23
Substitute Third Revised Sheet No. 121	24
Third Revised Sheet No. 124	25
Second Revised Sheet No. 126	26
Third Rev.Sheet No. 127	27
Second Revised Sheet No. 130	28
Sheet No. 132	29
Sub. First Revised Sheet No. 133	30
First Revised Sheet No. 134	31
Second Revised Sheet No. 136	32
Sheet No. 142A	33
Substitute First Revised Sheet No. 143	34
Sheet No. 153A	35
Sheet No. 162A	36
Substitute First Revised Sheet No. 163	37
Sheet No. 173A	38
Sheet No. 178	39
Original Sheet No. 180	40
Sheet No.181	41
Second Revised Sheet No. 182	42
Second Revised Sheet No. 183	43
Sheet No. 183A	44
First Revised Sheet No. 184	45
First Revised Sheet No. 185	46
First Revised Sheet No. 186	47
Second Revised Sheet No. 187	48
Second Revised Sheet No. 188	49
Second Revised Sheet No. 189	50
Third Revised Sheet No. 190	51

Third Revised Sheet No. 191	52
Third Revised Sheet No. 192	53
Third Revised Sheet No. 193	54
Fourth Revised Sheet No. 194	55
Fifth Revised Sheet No. 195	56
Third Revised Sheet No. 196	57
Third Revised Sheet No. 197	58
First Revised Sheet No. 198	59
Sub. Third Revised Sheet No. 200	60
3rd Sub First Revised Sheet No. 201	61
Original Sheet No. 202	62
Sub. Original Sheet No. 209	63
Sheet No. 213	64
First Revised Sheet No. 216	65
First Revised Sheet No. 217	67
Seventh Revised Sheet No. 251	68
Sub. First Revised Sheet No. 253	69
Sub. Second Revised Sheet No. 254	70
Second Revised Sheet No. 254A	71
Second Revised Sheet No. 256	72
Original Sheet No. 258	73
Original Sheet No. 259	74
Second Revised Sheet No. 260	75
First Revised Sheet No. 265	76
Sub. Second Revised Sheet No. 279	77
First Revised Sheet No. 280	78
Third Revised Sheet No. 281	79
First Revised Sheet No. 281A	80
Third Revised Sheet No. 282	81
Second Revised Sheet No. 283A	82
Fifth Revised Sheet No. 284	83
Sub. First Revised Sheet No. 285	84
Sub. First Revised Sheet No. 286	85
Third Revised Sheet No. 287	86
Third Revised Sheet No. 289	87
Sub. First Revised Sheet No. 304	88
Sub. Original Sheet No. 304A	89
Sub. Original Sheet No. 304B	90
Third Revised Sheet No. 307	91
Second Revised Sheet No. 307A	92
Sub. Second Revised Sheet No. 308	93
Sub. Second Revised Sheet No. 309	94
Second Revised Sheet No. 310	95
Original Sheet No. 312	96
Original Sheet No. 313	97
Third Revised Sheet No. 314	98

Sheet No. 329	99
First Revised Sheet No. 345	100
Fourth Revised Sheet No. 346	101
Fourth Revised Sheet No. 347	102
Fourth Revised Sheet No. 348	103
Sixth Revised Sheet No. 349	104
Second Revised Sheet No. 350A	105
Sub. Fourth Revised Sheet No. 354	106
Alternate First Revised Sheet No. 355	107
Sub. Original Sheet No. 355A	108
First Revised Sheet No. 358	109
Second Revised Sheet No. 358A	110
First Revised Sheet No. 359	111
First Revised Sheet No. 360	112
Second Revised Sheet No. 361	113
2nd Sub. Third Revised Sheet No. 361A	114
Sub. Third Revised Sheet No. 364	115
Sub. Second Revised Sheet No. 367	116
2nd Sub Second Revised Sheet No. 369	117
First Revised Sheet No. 370	118
First Revised Sheet No. 371	119
Second Sub. Orig. Sheet No. 372	120
Sub. Third Revised Sheet No. 373	121
Third Revised Sheet No. 374	122
First Revised Sheet No. 375	123
Second Sub. Original Sheet No. 377	124
Sub. Second Revised Sheet No. 380	125
Third Revised Sheet No. 386A	126
Sub. First Revised Sheet No. 388	127
Substitute Original Sheet No. 392	128
Substitute Original Sheet No. 393	129
First Revised Sheet No. 394	130
First Revised No. Sheet 395	131
Substitute Original Sheet No. 397	132
Original Sheet No. 397A	133
Original Sheet No. 397B	134
Original Sheet No. 397C	135
Sheet No. 398	136
Original Sheet No. 399A	137
Sheet No.406	138
Sheet No. 450	139
Original Sheet No. 451	140
Original Sheet No. 452	141
Original Sheet No. 453	142
Original Sheet No. 454	143
Third Revised Sheet No. 455	145

Second Revised Sheet No. 456	146
Second Revised Sheet No. 457	147
First Revised Sheet No. 458	148
First Revised Sheet No. 459	149
Second Revised Sheet No. 460	150
Second Revised Sheet No. 461	151
First Revised Sheet No. 462	152
First Revised Sheet No. 463	153
First Revised Sheet No. 464	154
First Revised Sheet No. 465	155

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Eighth Revised Sheet No. 1 CNG Transmission Corporation: Second Revised Volume No. 1
Eighth Revised Sheet No. 1 : Superseded
Superseding: Seventh Revised Sheet No. 1

TABLE OF CONTENTS

Volume No. 1	Sheet No.
Table of Contents	1
Preliminary Statement	21
System Maps	22
Applicable Rates	31
Rate Schedules:	
USS Unbundled Sales Service	100
FT Firm Transportation Service	105
FTNN Firm Transportation, No-Notice Service	118
IT Interruptible Transportation Service	134
GSS General Storage Service	140
GSS General Storage Service, Section 7(c)	150
GSS-II General Storage Service	160
GSS-II General Storage Service, Section 7(c)	170
ISS Interruptible Storage Service	180
TTT Title Transfer Tracking Service	189
MCS Market Center Services	200
DPO Delivery Point Operator Service	213
CSC Citygate Swing Customer Service	219
General Terms and Conditions	250
Forms of Service Agreement:	
Rate Schedule GSS/GSS-II, Part 284	400
Rate Schedule GSS/GSS-II, Section 7(c)	406
Rate Schedule FT/FTNN	411
Rate Schedule IT	417
Capacity Release Program	423
E-SCRIPTM System Access	430
Rate Schedule MCS	439
Rate Schedule ISS	450
Rate Schedule DPO	455
Rate Schedule CSC	461
Rate Schedule TTT	466
Volume No. 1A	Sheet No.
Sheets Reserved for Future Use	2
Tariff Gathering Lines and Wet System Lines	10

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Twenty-Seventh Revised Sheet No. 31 Twenty-Seventh Revised Sheet No. 31 : Superseded
 Superseding: Sub. Twenty-Sixth Revised Sheet No. 31

RATES APPLICABLE TO RATE SCHEDULES IN
 FERC GAS TARIFF, VOLUME NO. 1

Rate Schedule	Rate Component	Base Tariff Rate [1]	TCRA [4]	GRI Adj.	FERC ACA	Current Rate
(1)	(2)	(3)	(4)	(5)	(6)	(7)
MCS [2], [3]						
=====						
	Daily Balancing					
	- Acct 858/EPCA (Max)	\$0.0010	(\$0.0003)	-	-	\$0.0007
	- Other (Max)	\$0.0696	-	-	\$0.0022	\$0.0718
	Total (Max)	\$0.0706	(\$0.0003)	-	\$0.0022	\$0.0725
	Daily Balancing (Min)	\$0.0000	-	-	-	\$0.0000
	Wheeling					
	- Acct. 858/EPCA (Max)	\$0.0188	\$0.0146	-	-	\$0.0334
	- Other (Max)	\$0.1622	-	\$0.0072	\$0.0022	\$0.1716
	Total - (Max)	\$0.1810	\$0.0146	\$0.0072	\$0.0022	\$0.2050
	Wheeling (Min)	\$0.0083	-	-	-	\$0.0083
TTT [5]						
=====						
	Maximum TTT Charge	\$0.8433	-	-	-	\$0.8433
	Minimum TTT Charge	\$0.0000	-	-	-	\$0.0000

- [1] The Base Tariff Rate is the effective rate on file with the FERC, excluding adjustments approved by the Commission.
- [2] Fuel retention is 1.95% for Balancing and 2.28% for Wheeling. The FERC ACA will be charged only on the First day of service.
- [3] All rates reflect \$ per Dt.
- [4] Includes current 858/EPCA adjustment to base rate + TCRA surcharges (858,electric, fuel over/under) from previous TCRA period.
- [5] All rates reflect \$ per transaction.

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Fifty-Sixth Revised Sheet No. 32 Fifty-Sixth Revised Sheet No. 32 : Superseded
 Superseding: Fifty-Fifth Revised Sheet No. 32

RATES APPLICABLE TO RATE SCHEDULES IN
 FERC GAS TARIFF, VOLUME NO. 1 [8]

Rate Schedule	Rate Component	Base Tariff Rate [1]	TCRA [9]	GRI Adj.	FERC ACA	Section 18 Surcharge [6]	Current Rate
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
FT, FTNN [2]							
RESERVATION CHARGE:							
	- Acct. 858/EPCA (Max)	\$0.7920	\$0.0938	-	-	-	\$0.8858
	- Other (Max) [5]	\$4.6826	-	\$0.1230	-	\$0.0217	\$4.8273
	Total - (Max)	\$5.4746	\$0.0938	\$0.1230	-	\$0.0217	\$5.7131
	- (Min)	\$0.0000	-	-	-	-	\$0.0000
USAGE CHARGE:							
	- Acct. 858/EPCA (Max)	\$0.0081	\$0.0231	-	-	-	\$0.0312
	- Other (Max)	\$0.0083	-	\$0.0072	\$0.0022	-	\$0.0177
	Total - (Max)	\$0.0164	\$0.0231	\$0.0072	\$0.0022	-	\$0.0489
	- (Min)	\$0.0083	-	-	\$0.0022	-	\$0.0105
CAPACITY RELEASE:							
Max. Vol. Charge							
	- Acct. 858/EPCA (Max)	\$0.0260	\$0.0031	-	-	-	\$0.0291
	- Other (Max) [5]	\$0.1539	-	\$0.0040	-	\$0.0007	\$0.1586
	Total - (Max)	\$0.1799	\$0.0031	\$0.0040	-	\$0.0007	\$0.1877
FT (SC), FTNN (SC) [2]							
	- Acct. 858/EPCA (Max)	\$0.0602	\$0.0292	-	-	-	\$0.0894
	- Other (Max)	\$0.3162	-	\$0.0160	\$0.0022	-	\$0.3344
	Total - (Max)	\$0.3764	\$0.0292	\$0.0160	\$0.0022	-	\$0.4238
	- (Min)	\$0.0083	-	-	\$0.0022	-	\$0.0105
IT [2]							
	- Acct. 858/EPCA (Max)	\$0.0188	\$0.0133	-	-	-	\$0.0321
	- Other (Max)	\$0.1622	-	\$0.0072	\$0.0022	-	\$0.1716
	Total - (Max)	\$0.1810	\$0.0133	\$0.0072	\$0.0022	-	\$0.2037
	- (Min)	\$0.0083	-	-	\$0.0022	-	\$0.0105
FT-GSS II (Sec. 5.1.H): [3]							
	Reservation Charge	\$2.2320	-	-	-	-	\$2.2320
	Usage Charge	\$0.0000	-	-	-	-	\$0.0000
	Authorized Overrun	\$0.0734	-	-	-	-	\$0.0734
Gathering [4] [7]							
	Reservation Charge	\$6.2500	-	-	-	-	\$6.2500
	Usage Charge	\$0.1440	-	-	-	-	\$0.1440
	Minimum	\$0.0007	-	-	-	-	\$0.0007
	Volumetric Cap Rel	\$0.2055	-	-	-	-	\$0.2055
	Interruptible (Max)	\$0.1980	-	-	-	-	\$0.1980
	(Min)	\$0.0007	-	-	-	-	\$0.0007
	Prod. Extract. (Max) [4]	\$0.0200	-	-	-	-	\$0.0200
	Prod. Extract. (Min) [4]	\$0.0000	-	-	-	-	\$0.0000

- [1] The Base Tariff Rate is the effective rate on file with the FERC, excluding adjustments approved by the Commission.
- [2] The Maximum Transportation Service Fuel Retention Percentage is 2.28%
- [3] Applicable to withdrawals only. Transport Service Fuel Retention Percentage is 2.50%.
- [4] May apply to Rate Schedules FT, FTNN, FT (SC), FTNN (SC) & IT service.
- [5] The GRI adjustment for "high load factor customers" is \$0.20 - Reservation Charge; \$0.0066 - Capacity Release, Max. Vol. Charge.
- [6] The Section 18.2.B Surcharge is \$0.0217.
It is applicable to Firm Part 284 Bill Determinants.
- [7] Fuel Retention Percentage is 2.28%.
- [8] All rates reflect \$ per Dt.
- [9] Includes current 858/EPCA adjustment to base rate + TCRA surcharges

(858, electric, fuel over/under) from previous TCRA period.

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Forty-Seventh Rev. Sheet No. 33 Forty-Seventh Rev. Sheet No. 33 : Superseded
 Superseding: Forty-Sixth Rev. Sheet No. 33

RATES APPLICABLE TO RATE SCHEDULES IN
 FERC GAS TARIFF, VOLUME NO. 1

Rate Schedule	Rate Component	Base Adjustment [1]	TCRA Surcharge [2]	Total TCRA [3]
(1)	(2)	(3)	(4)	(5)
MCS Balancing	Acct. 858/EPCA	(\$0.0004)	\$0.0000	(\$0.0004)
MCS Wheeling	Acct. 858/EPCA	(\$0.0018)	\$0.0151	\$0.0133
FT, FTNN	Reservation: Acct. 858/EPCA	(\$0.0473)	\$0.1411	\$0.0938
	Usage: Acct. 858/EPCA	\$0.0126	\$0.0105	\$0.0231
	Capacity Release Acct. 858/	(\$0.0015)	\$0.0046	\$0.0031
FT (SC), FTNN (SC)	Acct. 858/EPCA	\$0.0094	\$0.0198	\$0.0292
IT	Acct. 858/EPCA	(\$0.0018)	\$0.0151	\$0.0133
GSS	Storage Demand Acct. 858/EPCA	(\$0.0185)	(\$0.0024)	(\$0.0209)
	Demand Charge Adjustment Acct. 858/EPCA	(\$0.2220)	(\$0.0288)	(\$0.2508)
	Excess Deliv. from Cust. Bal. Acct. 858/EPCA	(\$0.0042)	\$0.0097	\$0.0055
	Injection Charge-Acct. 858/	(\$0.0013)	\$0.0102	\$0.0089
	Withdrawal Charge-Acct.858/	\$0.0000	\$0.0102	\$0.0102
	GSSTE Surch. Acct.858/EPCA	(\$0.0066)	(\$0.0047)	(\$0.0113)
	GSS II	Storage Demand Acct. 858/EPCA	(\$0.0110)	(\$0.0012)
GSS II	Demand Charge Adjustment Acct. 858/EPCA	(\$0.1320)	(\$0.0144)	(\$0.1464)
	Excess Deliv. from Cust. Bal. Acct. 858/EPCA	(\$0.0058)	\$0.0048	(\$0.0010)
	Injection Charge-Acct. 858/	(\$0.0007)	\$0.0050	\$0.0043
	Withdrawal Charge-Acct.858/	\$0.0000	\$0.0050	\$0.0050
	ISS	Storage Capacity Acct. 858/EPCA	(\$0.0007)	(\$0.0001)
ISS	Authorized Over-run Acct. 858/EPCA	(\$0.0042)	\$0.0097	\$0.0055
	Injections & Excess Injections Acct. 858/EPCA	(\$0.0013)	\$0.0102	\$0.0089
	Withdrawal Charge Acct. 858/EPCA	\$0.0000	\$0.0102	\$0.0102

- [1] These rates are the difference between the base rate pursuant to RP97-406, Stipulation & Agreement, approved 11/24/98, Appendix B and currently calculated 858/EPA rates as shown on workpaper 1 & 2 in TM00-1-22.
- [2] These rates are the rates filed in the annual TCRA filings every November 1 to true up costs and recoveries for 858, electric and fuel transactions.
- [3] Column 5 is the sum of columns 3 and 4. This is the amount shown in column 4 "TCRA" on sheets 31, 32, and 35.

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Twentieth Revised Sheet No. 34 Twentieth Revised Sheet No. 34 : Superseded
 Superseding: Nineteenth Revised Sheet No. 34

TRANSPORTATION RATE COMPONENTS
 FERC GAS TARIFF, VOLUME NO. 1 [1]

Rate Schedule	Rate Component	Production	Storage	Transmission	Total
(1)	(2)	(3)	(4)	(5)	(6)
FT, FTNN	RESERVATION CHARGE:				
	- Acct. 858/EPCA (Max)	-	\$0.0013	\$0.7830	\$0.7843
	- Other (Max)	\$0.0440	\$0.4309	\$4.2077	\$4.6826
	Total - (Max)	\$0.0440	\$0.4322	\$4.9907	\$5.4669
	- (Min)	\$0.0000	\$0.0000	\$0.0000	\$0.0000
	USAGE CHARGE:				
	- Acct. 858/EPCA (Max)	-	\$0.0000	\$0.0246	\$0.0246
	- Other (Max)	\$0.0000	\$0.0003	\$0.0080	\$0.0083
	Total - (Max)	\$0.0000	\$0.0003	\$0.0326	\$0.0329
	- (Min)	\$0.0000	\$0.0003	\$0.0080	\$0.0083
FT(SC), FTNN(SC)					
	- Acct. 858/EPCA (Max)	-	\$0.0001	\$0.0760	\$0.0761
	- Other (Max)	\$0.0029	\$0.0286	\$0.2847	\$0.3162
	Total - (Max)	\$0.0029	\$0.0287	\$0.3607	\$0.3923
	- (Min)	\$0.0000	\$0.0003	\$0.0080	\$0.0083
IT					
	- Acct. 858/EPCA (Max)	-	-	\$0.0183	\$0.0183
	- Other (Max)	\$0.0014	\$0.0145	\$0.1463	\$0.1622
	Total - (Max)	\$0.0014	\$0.0145	\$0.1646	\$0.1805
	- (Min)	\$0.0000	\$0.0003	\$0.0080	\$0.0083
NON-SEASONAL RATES:					
Gathering					
	Reservation Charge	\$6.2500	-	-	\$6.2500
	Usage Charge	\$0.1440	-	-	\$0.1440
	Minimum	\$0.0007	-	-	\$0.0007
	Interruptible (Max)	\$0.1980	-	-	\$0.1980
	(Min)	\$0.0007	-	-	\$0.0007
	Products Extraction (Max)	\$0.0200	-	-	\$0.0200
	Products Extraction (Min)	\$0.0000	-	-	\$0.0000

[1] All rates reflect \$ per Dt.

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Twenty-Fourth Revised Sheet No. 35 Twenty-Fourth Revised Sheet No. 35 : Superseded
 Superseding: Sub.Twenty-Third Revised Sheet No. 35

RATES APPLICABLE TO RATE SCHEDULES IN
 FERC GAS TARIFF, VOLUME NO. 1

Rate Schedule	Rate Component	Base Tariff Rate [1]	TCRA [8]	GRI Adj.	FERC ACA	Current Rate
(1)	(2)	(3)	(4)	(5)	(6)	(7)
GSS [2], [5], [6]						
===	Storage Demand - Acct. 858/EPCA	0.1078	(0.0209)	-	-	0.0869
	Storage Demand - Other	1.7504	-	-	-	1.7504
	Total Storage Demand	1.8582	(0.0209)	-	-	1.8373
	Storage Capacity	0.0137	-	-	-	0.0137
	Injection Charge - Acct. 858/EPCA	0.0046	0.0089	-	-	0.0135
	Injection Charge - Other	0.0154	-	-	-	0.0154
	Total Injection Charge	0.0200	0.0089	-	-	0.0289
	Withdrawal Charge	0.0154	0.0102	-	0.0022	0.0278
	GSS-TE Surcharge - Acct. 858 [4]	0.0111	(0.0113)	-	-	(0.0002)
	Dem. Charge Adj. - Acct. 858/EPCA	1.2936	(0.2508)	-	-	1.0428
	Demand Charge Adj. Oth	21.0048	-	-	-	21.0048
	Total Demand Charge Adj.	22.2984	(0.2508)	-	-	22.0476
	Excess Deliveries from					
	Cust. Bal. - Acct. 858/EPCA	0.0238	0.0055	-	-	0.0293
	- Other	0.5991	-	-	0.0022	0.6013
	Excess Deliveries Total	0.6229	0.0055	-	0.0022	0.6306
GSS II [3], [5], [7]						
=====	Storage Demand - Acct. 858/EPCA	0.0605	(0.0122)	-	-	0.0483
	Storage Demand - Other	3.3774	-	-	-	3.3774
	Total Storage Demand	3.4379	(0.0122)	-	-	3.4257
	Storage Capacity	0.0317	-	-	-	0.0317
	Injection Charge - Acct. 858/EPCA	0.0023	0.0043	-	-	0.0066
	Injection Charge - Other	0.0208	-	-	-	0.0208
	Total Injection Charge	0.0231	0.0043	-	-	0.0274
	Withdrawal Charge	0.0208	0.0050	-	0.0022	0.0280
	Dem. Charge Adj. - Acct. 858/EPCA	0.7260	(0.1464)	-	-	0.5796
	Demand Charge Adj. - Other	40.5288	-	-	-	40.5288
	Total Demand Charge Adj.	41.2548	(0.1464)	-	-	41.1084
	Excess Deliveries from					
	Cust. Bal. - Acct. 858/EPCA	0.0132	(0.0010)	-	-	0.0122
	- Other	0.9354	-	-	0.0022	0.9376
	Excess Deliveries Total	0.9486	(0.0010)	-	0.0022	0.9498
ISS [2], [5]						
=====	ISS Capacity - Acct. 858/EPCA	0.0036	(0.0008)	-	-	0.0028
	ISS Capacity - Other	0.0712	-	-	-	0.0712
	Total ISS Capacity	0.0748	(0.0008)	-	-	0.0740
	Injection Charge - Acct. 858/EPCA	0.0046	0.0089	-	-	0.0135
	Injection Charge - Other	0.0154	-	-	-	0.0154
	Total Injection Charge	0.0200	0.0089	-	-	0.0289
	Withdrawal Charge	0.0154	0.0102	-	0.0022	0.0278
	Authorized Overrun/from					
	Cust. Bal. - Acct. 858/EPCA	0.0238	0.0055	-	-	0.0293
	- Other	0.5991	-	-	0.0022	0.6013
	AuthOvr/fromCustBal Total	0.6229	0.0055	-	0.0022	0.6306
	Excess Injection Charge					
	- Acct. 858 EPCA	0.0046	0.0089	-	-	0.0135
	Excess Injection Charge	0.2135	-	-	-	0.2135
	Total Excess Injection Charge	0.2181	0.0089	-	-	0.2270

- [1] The base tariff rate is the effective rate on file with the FERC, excluding adjustments approved by the Commission.
- [2] Storage Service Fuel Retention Percentage is 2.78%.
- [3] Storage Service Fuel Retention Percentage is 1.95%.
- [4] Applies to withdrawals made under Rate Schedule GSS, Section 5.1.G.
- [5] All rates reflect \$ per Dt.
- [6] Daily Capacity Release Rate for GSS per Dt \$0.6028
- [7] Daily Capacity Release Rate for GSS II per Dt \$0.9218
- [8] Includes current 858/EPCA adjustment to base rate + TCRA surcharges

(858, electric, fuel over/under) from previous TCRA period.

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1st Rev. Fifteenth Revised Sheet No. 36 1st Rev. Fifteenth Revised Sheet No. 36 : Superseded
 Superseding: Fifteenth Revised Sheet No. 36

RATES APPLICABLE TO RATE SCHEDULES IN
 FERC GAS TARIFF, VOLUME NO. 1

Rate Schedule	Rate Component	Base Tariff Rate [1]	TCRA	GRI Adj.	FERC ACA	Current Rate
(1)	(2)	(3)	(4)	(5)	(6)	(7)
OSS FIRM [2], [3], [4]						
=====						
	Storage Demand - Acct. 858	\$0.0593	(\$0.0011)	-	-	\$0.0582
	Storage Demand - Other	\$3.3774	-	-	-	\$3.3774
	Total Storage Demand	\$3.4367	(\$0.0011)	-	-	\$3.4356
	Storage Capacity	\$0.0317	-	-	-	\$0.0317
	Injection Charge	\$0.0208	\$0.0030	-	-	\$0.0238
	Withdrawal Charge	\$0.0208	\$0.0030	-	\$0.0022	\$0.0260
	Demand Charge Adj. - Acct. 858	\$0.7116	(\$0.0132)	-	-	\$0.6984
	Demand Charge Adj. - Other	\$40.5288	-	-	-	\$40.5288
	Excess Deliveries from					
	Customer's Balance - Acct. 858	\$0.0099	(\$0.0001)	-	-	\$0.0098
	- Other	\$1.0893	-	-	\$0.0022	\$1.0915
	- Total	\$1.0992	(\$0.0001)	-	\$0.0022	\$1.1013
OSS-Interruptible [2], [3]						
	Storage Use Charge - Acct. 858	\$0.0006	\$0.0000	-	-	\$0.0006
	- Other	\$0.0668	-	-	-	\$0.0668
	- Total	\$0.0674	\$0.0000	-	-	\$0.0674
	Injection Charge	\$0.0208	\$0.0000	-	-	\$0.0208
	Withdrawal Charge	\$0.0208	\$0.0000	-	\$0.0022	\$0.0230

- [1] The Base Tariff Rate is the effective rate on file with the FERC, excluding adjustments approved by the Commission.
- [2] Storage Service Fuel Retention Percentage is 1.95%.
- [3] All rates reflect \$ per Dt.
- [4] Daily Capacity Release Rate for OSS Firm Per Dt \$1.0775

Effective Date: 02/01/1999 Status: Effective
FERC Docket: RP97-406-021

Seventh Revised Sheet No. 37 Seventh Revised Sheet No. 37 : Superseded
Superseding: Sub. Fifth Revised Sheet No. 37

RATES APPLICABLE TO RATE SCHEDULES IN
FERC GAS TARIFF, VOLUME NO. 1
(RATES PER DT)
Incremental Facility Surcharges

Rate Schedule (1)	Incremental Facilities Docket (2)	Surcharge (3)
FT, FTNN	Applicable to Rate Schedule X-74 capacity (Docket No. CP89-638)	
	RESERVATION	\$4.2279
	CAPACITY RELEASE (Max. Vol. Charge)	\$0.1390
	FUEL	1.22%

Effective Date: 01/06/1998 Status: Effective
 FERC Docket: RP97-406-021

Sub. Second Revised Sheet No. 37A Sub. Second Revised Sheet No. 37A : Superseded
 Superseding: Original Sheet No. 37A

Summary of Incremental Rates

Rate Schedule	Base Reservation Rate 1/	Base Usage Rate 1/	Fuel Retention
NOREX (X-81)	\$218,300 2/	\$0.0000	0.30%
STEUBEN (X-78)	\$2.2823	\$0.0038	0.00%
NIAGARA COGEN (X-69)	\$1.4799	\$0.0028	0.00%
(X-72)	\$1.0808	\$0.0000	0.00%
(X-70)	\$4.9353	\$0.0151	0.00%
(X-71)	\$4.9353	\$0.0151	0.00%
LEBANON TO LEIDY (X-73)	\$10.1749	\$0.0000	4.50%
(X-74)			
(X-75)			
(X-102)			
LEIDY TO MARKET (X-73)	\$0.8127	\$0.0034	0.00%
(X-75)			
(X-102)			

1/ GRI and ACA Surcharges will be added when applicable.
 2/ Amount Billed Monthly.

Effective Date: 07/30/1994 Status: Effective
 FERC Docket: RP94-300-000

Second Revised Sheet No. 58 Second Revised Sheet No. 58 : Superseded
 Superseding: First Revised Sheet No. 58

CNG TRANSMISSION CORPORATION
 Allocation of Unrecovered Purchased Gas
 and Transportation Costs
 Pursuant to Section 18.1

Line No.	Company	Percentage
-----	-----	-----
	Column (1)	(2)
1	Algonquin	1.8424%
2	Baltimore Gas & Electric	2.6582%
3	Brooklyn Union	4.2667%
4	Columbia of Ohio	0.0594%
5	Columbia of Pennsylvania	0.1267%
6	Consolidated Edison of NY	0.3000%
7	Corning	0.8216%
8	East Ohio Gas Co.	29.7373%
9	Elizabethtown	0.6839%
10	Fillmore Gas Co.	0.0792%
11	Hanley & Bird	0.1100%
12	Hope Gas, Inc.	2.7162%
13	Long Island Lighting	1.9154%
14	National Fuel Gas Supply	2.6667%
15	New Jersey Natural	1.1333%
16	New York State Electric & Ga	4.9817%
17	Niagara Mohawk Power Corp.	14.3281%
18	North Penn Gas Co.	0.1673%
19	Peoples Natural Gas Co.	11.6028%
20	Public Service Electric & Ga	2.0921%
21	River Gas Co.	0.3366%
22	Rochester Gas & Electric	15.0602%
23	South Jersey	0.0336%
24	Washington Gas Light	2.2622%
25	Woodhull Municipal Gas Co.	0.0183%
	=====	=====
26		100.00%
27	RP94-31 Amount	\$177,889,950
28	6-30-94 Filing Amount	\$9,750,452

29	Total Amount billed	\$187,640,402

Effective Date: 01/01/1996 Status: Effective
FERC Docket: RP94- 96-015

Substitute Original Sheet No. 107A Substitute Original Sheet No. 107A : Superseded
Superseding: Original Sheet No. 107A

FT RATE SCHEDULE
Firm Transportation Service

- G. An amount to reimburse Pipeline for the costs of any facilities installed by Pipeline, with Customer's prior approval, to receive or deliver natural gas for the account of Customer;
 - H. Applicable authorized and unauthorized overrun charges as required by Section 8 of this Rate Schedule; and
 - I. All other applicable rates, charges, and penalties as set forth in the General Terms and Conditions of Pipeline's Tariff, including, but not limited to, any applicable incremental rate and fuel provisions in accordance with Section 11.A.1.J. of the General Terms and conditions and as listed on Sheet No. 37.
- 5.2 Pipeline will retain the percentage(s) of receipts set forth on Sheet Nos. 32, 33 and 37 (as applicable) as the Transportation Service Fuel Retention Percentage and/or the Gathering Service Fuel Retention Percentage; provided, however, that Pipeline will not retain fuel in those instances where the transaction does not cause Pipeline to use fuel.

Effective Date: 01/01/1994 Status: Effective
FERC Docket: RP94- 71-000

First Revised Sheet No. 108 First Revised Sheet No. 108 : Superseded
Superseding: Original Sheet No. 108
FT RATE SCHEDULE
Firm Transportation Service

5.3 Pipeline may elect to offer to transport at a rate that is below the maximum but no less than the minimum rates set forth on Sheet Nos. 32, 33, and 37 as applicable to this Rate Schedule. However, Pipeline is not obligated to offer to transport gas at any rates less than the maximum rates.

5.4 Small Customers that comply with the conditions set forth in Section 10, below, are eligible for a one-part rate that shall be designated as the FT(SC) rate on Pipeline's tariff sheets. The one-part rate shall be calculated to substitute for the Reservation Charge and the Usage Charge, identified in Section 5.1 above, but shall not excuse Customer from payment of any of the other charges identified in this Section 5 or the General Terms and Conditions of this Tariff.

6. RECEIPTS AND DELIVERIES

6.1 Each executed Service Agreement shall specify Primary Receipt and Primary Delivery Points.

A. Each executed Service Agreement shall specify the maximum quantities that Pipeline is obligated to receive on any Day at each Primary Receipt Point. Pipeline shall also receive, at the Receipt Point(s), a quantity for fuel retention. Under the executed Service Agreement, the sum of the quantities specified at each Primary Receipt Point shall not exceed the MDTQ.

B. Each executed Service Agreement may state the maximum quantities that Pipeline is obligated to deliver on any Day at each Primary Delivery Point. This quantity shall be Pipeline's Maximum Daily Delivery Obligation ("MDDO") at each point.

1. If no MDDO is stated for a Primary Delivery Point, then Pipeline's obligation to deliver gas to Customer at such point shall be limited to the quantities that Pipeline is able to deliver at such point using facilities in existence as of May 18, 1992, without adversely

Effective Date: 10/01/1993 Status: Effective

FERC Docket: RS92- 14-008

Substitute Original Sheet No. 111 Substitute Original Sheet No. 111 : Superseded
Superseding: Original Sheet No. 111

FT RATE SCHEDULE
Firm Transportation Service

of gas by Pipeline from Customer for transportation hereunder, less any gas retained by Pipeline in providing such transportation service. Pipeline shall have no obligation to take receipt of gas on any Day that Customer fails to take delivery of equivalent quantities of gas tendered by Pipeline at the Delivery Point(s), and Pipeline shall have no obligation to deliver gas to Customer on any Day that Customer fails to deliver equivalent quantities to Pipeline at the Receipt Point(s); provided, however, that this Section shall authorize Pipeline to suspend service only to the extent that Customer's receipts and deliveries are not equivalent.

- 7.2 If, despite Customer's obligation to balance as set forth in Section 7.1 above, Pipeline determines at the end of any month that deliveries hereunder by Pipeline were greater or less than the corresponding receipts of gas by Pipeline for transportation, less any gas retained, Pipeline will notify Customer in writing of any excess or deficiency in receipts. Customer shall correct or adjust such excess or deficiency in receipts within twenty (20) days after Customer receives such written notification from Pipeline. If an imbalance is not corrected within twenty days, Pipeline shall have the right to correct such imbalance by immediate suspension of receipts from or deliveries to Customer, to offset the imbalance. If Pipeline determines that such imbalance cannot be corrected by suspension of current receipts or deliveries, then Pipeline will assess an additional charge equal to 1/12 of the Rate Schedule GSS-II "From Customer's Balance" Charge for each dekatherm of such imbalance. Such charge will be assessed in each month that the imbalance remains.
- 7.3 Customer must nominate and schedule any receipts or deliveries of gas intended to cure imbalances under the Service Agreement, in accordance with Section 11A of the General Terms and Conditions of this Tariff. Such scheduled receipts or deliveries of gas shall be deemed to be the last gas through the meter for purposes of calculating Customer's monthly bill and the applicability of the imbalance charges set forth in Section 7.2, above.

Effective Date: 01/05/1998 Status: Effective
FERC Docket: RP97-406-005

Sub. First Revised Sheet No. 112 Sub. First Revised Sheet No. 112 : Superseded
Superseding: Original Sheet No. 112
FT RATE SCHEDULE
Firm Transportation Service

8. UNAUTHORIZED OVERRUN PENALTIES

8.1 Penalties Defined.

- A. Daily Deliveries. In the event Customer receives from Pipeline on any Day when an Operational Flow Order is in effect in accordance with Section 11B of the General Terms and Conditions of this Tariff during a billing month, a quantity of gas in excess of 102 percent of Customer's applicable MDTQ, then Customer shall pay Pipeline an unauthorized overrun penalty of \$10.00 per Dt for all gas received by Customer that exceeds 102 percent of Customer's MDTQ, unless such overruns are deemed authorized in accordance with Section 8.2 or 8.3 below.
- B. Annual Deliveries. In the event Customer receives from Pipeline during any Contract Year a total quantity of gas in excess of 102 percent of Customer's MATQ under any particular Service Agreement, Customer shall pay Pipeline an unauthorized overrun penalty of \$10.00 per Dt for all gas received under that Service Agreement that exceeds 102 percent of Customer's MATQ, unless such overruns are deemed authorized in accordance with Section 8.2 or 8.3 below.
- C. Any unauthorized overrun penalty shall be billed for the month in which any such excess occurs, and shall be in addition to the charges otherwise payable under this Rate Schedule. Each unauthorized overrun penalty shall be separately assessed and payable in any month. For each Dt received by Customer that exceeds both the MDTQ and MATQ under a Service Agreement, only one unauthorized overrun penalty shall be imposed.
- D. The payment of a penalty for unauthorized overruns shall not under any circumstances be construed as giving Customer the right to take such overruns; nor shall payment be construed as a substitute for any other remedies available to Pipeline or to any other Customer against the Customer receiving the unauthorized overrun for failure to adhere to its obligations under the provisions of this Rate Schedule, the Service Agreement or the General Terms and Conditions of this Tariff

Effective Date: 10/01/1993 Status: Effective

FERC Docket: RS92- 14-005

Original Sheet No. 113 Original Sheet No. 113 : Superseded

FT RATE SCHEDULE
Firm Transportation Service

8.2 Overruns Deemed Authorized. Deliveries described in Sections 8.1.A. and 8.1.B. above shall be unauthorized unless:

- A. Pipeline, in its sole discretion, on a non-discriminatory basis, determines that capacity exists for Pipeline to receive from and deliver such quantities to Customer and agrees to receive and deliver such quantities; and
- B. Customer requests such receipts and deliveries no less than 24 hours in advance for periods of up to 72 consecutive hours; and
- C. Such receipts and deliveries would not disrupt existing firm service, or existing interruptible service scheduled and commenced by Pipeline; and
- D. Such receipts and deliveries would not adversely affect operations on Pipeline's system, as determined by, and in the sole discretion of, Pipeline; and
- E. Customer nominates and tenders to Pipeline quantities of gas equal to the quantities of gas delivered by Pipeline to Customer.

8.3 Overruns Caused by Pipeline's Actions. Deliveries described in Sections 8.1.A. and 8.1.B. above shall not be deemed to be an overrun for purposes of Section 8 of this Rate Schedule if:

- A. Pipeline exercises complete and unrestricted control through utilization of flow control devices over the quantity delivered to Customer and Customer's receipts of gas at the Delivery Point at which the overrun occurred; and
- B. Such excess deliveries were caused solely by Pipeline's actions or omissions.

8.4 Determination of Unauthorized FT Overruns. An unauthorized FT overrun occurs when a transportation Customer takes delivery of more transportation gas than the allowed MDTQ under its transportation Service

Effective Date: 01/05/1998 Status: Effective
FERC Docket: CP96-492-008

Third Revised Sheet No. 114 Third Revised Sheet No. 114 : Superseded
Superseding: Sub. Second Revised Sheet No. 114

FT RATE SCHEDULE
Firm Transportation Service

Agreement and no other services are available to compensate for the variation between nominated and delivered quantities.

9. TRANSPORTATION OF GAS WITHDRAWN UNDER RATE SCHEDULES GSS AND GSS-II
- 9.1 Any Customer that buys firm storage service under Rate Schedules GSS and/or GSS-II of this Tariff, and that desires to have gas withdrawn from storage pursuant to the Storage Service Agreement delivered to points other than Pipeline's storage pool withdrawal points, shall be eligible for firm transportation service pursuant to this Section 9; provided, however, that nothing herein shall preclude Customer from electing to transport gas withdrawn from storage pursuant to any other transportation arrangement.
- 9.2 Subject to the availability of capacity, a Customer pursuant to this Section 9 may elect to execute a service agreement ("FT-GSS Service Agreement") with Pipeline for quantities of firm transportation service pursuant to this Rate Schedule as follows:
 - A. An MDTQ, which is equal to Customer's Storage Demand; provided, however, that Customer's transportation from Secondary Receipt Points on any Day during the Summer Period shall not exceed 5/12 of Customer's Storage Demand; and
 - B. An MATQ, which is equal to Customer's Storage Demand multiplied by 151.
- 9.3 For service elected under this Section 9, the Reservation charge shall be billed only during the Winter Period. All charges otherwise applicable to service under this Rate Schedule, as listed under Sections 5.1.B. - 5.1.I., above, shall apply to all services rendered under this Section 9.
- 9.4 The FT-GSS Service Agreement shall specify points at which Pipeline withdraws gas from storage as Primary Receipt Points. The Delivery Points shall be as mutually agreed upon by Customer and Pipeline.

Effective Date: 01/01/1996 Status: Effective
FERC Docket: RP94- 96-015

Substitute Original Sheet No. 120A Substitute Original Sheet No. 120A : Superseded
Superseding: Original Sheet No. 120A

FTNN RATE SCHEDULE
Firm Transportation, No-Notice Service

a heating value equal to or less than 1018 Btu per cubic foot (saturated), this charge will not be assessed. The facilities listed as Pipeline's "wet gas" system are shown in Pipeline's FERC Gas Tariff, Original Volume No. 1A, beginning at Sheet No. 10.

- F. An amount to reimburse Pipeline for the filing fees associated directly with the transportation service and paid to the Federal Energy Regulatory Commission; provided, however, that Pipeline shall notify Customer in advance of the applicability and amount of any such filing fee; and
- G. An amount to reimburse Pipeline for the costs of any facilities installed by Pipeline, with Customer's prior approval, to receive or deliver natural gas for the account of Customer; and

Effective Date: 01/01/1996 Status: Effective

FERC Docket: RP94- 96-015

Substitute Third Revised Sheet No. 121 Substitute Third Revised Sheet No. 121 : Superseded

Superseding: Substitute Second Revised Sheet No. 121

FTNN RATE SCHEDULE

Firm Transportation, No-Notice Service

- H. All other applicable rates, charges, and penalties as set forth in the General Terms and Conditions of Pipeline's Tariff, including, but not limited to, any applicable incremental rate and fuel provisions in accordance with Section 11.A.1.J. of the General Terms and conditions and as listed on Sheet No. 37.
- 5.2 Pipeline will retain the percentage(s) of receipts set forth on Sheet Nos. 32, 33 and 37 (as applicable) as the Transportation Service Fuel Retention Percentage and/or the Gathering Service Fuel Retention Percentage; provided, however, that Pipeline will not retain fuel in those instances where the transaction does not cause Pipeline to use fuel.
- 5.3 Pipeline may elect to offer to transport at a rate that is below the maximum but no less than the minimum rates set forth on Sheet Nos. 32, 33 and 37 (as applicable) to this Rate Schedule. However, Pipeline is not obligated to offer to transport gas at any rates less than the maximum rates.
- 5.4 Small Customers that comply with the conditions set forth in Section 10, below, are eligible for a one-part rate that shall be designated as the FTNN(SC) rate on Pipeline's tariff sheets. The one-part rate shall be calculated to substitute for the Reservation Charge and the Usage Charge, identified in Section 5.1 above, but shall not excuse Customer from payment of any of the other charges identified in this Section 5 or the General Terms and Conditions of this Tariff.
6. RECEIPTS AND DELIVERIES
- 6.1 Each executed Service Agreement shall specify Primary Receipt and Primary Delivery Points.
- A. Each executed Service Agreement shall specify the maximum quantities that Pipeline is obligated to receive on any Day at each Primary Receipt Point. Pipeline shall also receive, at the Receipt Point(s), a quantity for fuel retention. Under the executed Service Agreement, the sum of the quantities specified at each Primary Receipt Point shall not exceed the MDTQ.
- B. Each executed Service Agreement may state the maximum quantities that Pipeline is obligated to deliver on any Day at each Primary Delivery Point.

Effective Date: 01/05/1998 Status: Effective
FERC Docket: CP96-492-008

Third Revised Sheet No. 124 Third Revised Sheet No. 124 : Superseded
Superseding: Sub. Second Revised Sheet No. 124

FTNN RATE SCHEDULE
Firm Transportation, No-Notice Service

8. TRANSPORTATION OF GAS WITHDRAWN UNDER
RATE SCHEDULES GSS AND GSS-II
- 8.1 Any Customer that buys firm storage service under Rate Schedules GSS and/or GSS-II of this Tariff, and that desires to have gas withdrawn from storage pursuant to the Storage Service Agreement delivered to points other than Pipeline's storage pool withdrawal points, shall be eligible for firm transportation service pursuant to this Section 8; provided, however, that nothing herein shall preclude Customer from electing to transport gas withdrawn from storage pursuant to any other transportation arrangement.
- 8.2 Customer shall execute a Service Agreement with Pipeline ("the FTNN-GSS Service Agreement") for quantities of firm transportation service pursuant to this Rate Schedule as follows:
- A. An MDTQ, which is equal to Customer's Storage Demand; provided, however, that Customer's transportation from Secondary Receipt Points on any Day during the Summer Period shall not exceed 5/12 of Customer's Storage Demand; and
 - B. An MATQ, which is equal to Customer's Storage Demand multiplied by 151.
- 8.3 For service elected under this Section 8, the Reservation charge shall be billed only during the Winter Period. All charges otherwise applicable to service under this Rate Schedule, as listed under Sections 5.1.B - 5.1.H., above, shall apply to all services rendered under this Section 8.
- 8.4 The FTNN-GSS Service Agreement shall specify points at which Pipeline withdraws gas from storage as Primary Receipt Points. The Primary Delivery Points shall be as mutually agreed upon by Customer and Pipeline.
- 8.5 Any Customer contracting for service under this Section 8 may add Secondary points to the executed FTNN-GSS Service Agreement pursuant to Section 6 above, subject to the limitations set forth in Section 6 of this Rate Schedule, Section 8 of Rate Schedules GSS, and GSS-II, and

Effective Date: 01/05/1998 Status: Effective
FERC Docket: CP96-492-008

Second Revised Sheet No. 126 Second Revised Sheet No. 126 : Superseded
Superseding: Original Sheet No. 126

FTNN RATE SCHEDULE
Firm Transportation, No-Notice Service

injection penalty provisions of Pipeline's storage
rate schedules.

9.3 Underdeliveries of Transportation Quantities to Pipeline.

- A. Subject to the limitations set forth in this Section 9, the prior notice required by Customer's Transporter, if any, and confirmation by Customer's Transporter that it will accept tendered quantities, Pipeline shall compensate for any underdeliveries of firm transportation gas to Pipeline by Customer by withdrawing quantities for Customer from Customer's storage account, up to Customer's combined GSS and GSS-II daily withdrawal entitlements, and delivering such quantities to Customer pursuant to this Rate Schedule or Customer's FTNN-GSS Service Agreement.
- B. In the event that Pipeline is compensating for underdeliveries, and such underdeliveries are greater than the total of Customer's combined Rate Schedules GSS, and GSS-II daily withdrawal entitlements, plus any confirmed transportation nominations, Pipeline shall deliver additional quantities from Customer's storage account under the terms and conditions and at the rate set forth in Section 9.8 below.

9.4 Coordination with other Rate Schedules.

- A. Excess Injections. Penalties under Rate Schedules GSS and GSS-II will apply for storage injections in excess of Customer's combined Maximum Daily Injection Quantities under Rate Schedules GSS, and GSS-II.
- B. Excess Deliveries to Customer. If on any Day, Customer takes quantities from Pipeline in excess of 102 percent of: (1) nominated and confirmed firm transportation quantities, and (2) combined withdrawal entitlements under Rate Schedules GSS and GSS-II, and (3) any agreed upon "From Customer's Balance" quantities; then any such excess deliveries shall be deemed Excess Withdrawals pursuant to Section 13.3 of Rate Schedule GSS

Effective Date: 01/05/1998 Status: Effective

FERC Docket: CP96-492-008

Third Rev.Sheet No. 127 Third Rev.Sheet No. 127 : Superseded
Superseding: First Revised Sheet No. 127

FTNN RATE SCHEDULE
Firm Transportation, No-Notice Service

or GSS-II, and, as appropriate for the storage service held by Customer, subject to the penalty provisions of those Rate Schedules. Provided, however, that no penalty will be assessed until after notice by Pipeline and opportunity for Customer to cure within 24 hours by redelivering supplies to Pipeline at Receipt Points specified by Pipeline.

- C. All operating terms and conditions under Rate Schedules GSS and GSS-II and Section 11B of the General Terms and Conditions of this Tariff shall also apply to any injections of gas into storage or withdrawals of gas from storage pursuant to this Rate Schedule.

9.5 Hourly Fluctuation in Deliveries. During any 24-hour period, Customers shall be permitted such hourly fluctuations in deliveries by Pipeline at each Primary Delivery Point as Pipeline may be able to provide using facilities in existence as of May 18, 1992, without adversely affecting Pipeline's ability to provide other firm services.

- A. In the event that Pipeline determines that hourly quantities delivered to Customer at any Delivery Point are in excess of the quantities that Pipeline can deliver without jeopardizing Pipeline's ability to provide firm services to other Customers, then Pipeline shall notify Customer of such excess in an operational flow order.

- 1. Pipeline will seek to identify conditions, in advance, that could trigger the hourly limit operational flow order under this section. When such problem conditions are identified, Pipeline will notify Customer of the condition at least four hours in advance of the issuance of such an hourly limit operational flow order, to permit voluntary action to be taken by Customer. Customer will take whatever action it may deem appropriate, including notification of affected IT or MCS shippers at the Delivery Point(s). Upon issuance of an hourly limit OFO, Customer shall reduce its receipts from

FTNN RATE SCHEDULE
Firm Transportation, No-Notice Service

- B. Pipeline will accommodate such request, provided that such request is made: (1) during a non-peak storage withdrawal period; (2) when an operational flow order limiting storage withdrawals is not in effect; (3) when storage inventories are at or above levels that will enable Pipeline to provide such service without limiting firm services to other customers or imposing an operational flow order on Pipeline's system; (4) when Customer's Storage Gas Balance is equal to or greater than the excess gas requested; and (5) Customer has provided prior notice as required by Customer's Transporter, if any, and Customer's Transporter has confirmed to Pipeline that it will accept the tendered quantities.
- C. Pipeline will issue an operational flow order in accordance with Section 11B of the General Terms and Conditions of this Tariff when conditions preclude use of the "From Customer's Balance" provisions on either a system-wide basis or on any particular segment of Pipeline's system.
- D. For any storage quantities delivered hereunder in excess of 102% of Customer's combined daily withdrawal entitlement under Rate Schedules GSS and GSS-II Pipeline will charge Customer the "From Customer's Balance" rate. Customer's Storage Gas Balance under one or more of these Rate Schedules will be reduced by all quantities delivered including those delivered in excess of Customer's combined daily withdrawal entitlement.
- E. If a Customer has lost its supply being delivered by Tennessee Gas Pipeline Company ("Tennessee") to Pipeline, and Customer requests replacement for such supply under "From Customer's Balance" provisions, then Pipeline, at its option, may provide such "From Customer's Balance" quantities to Customer from the southern part of Pipeline's system to Tennessee in Tennessee's Zone 3, and transport such gas on Tennessee for redelivery to Pipeline. This service shall be provided for no more than 72 hours, with a total quantity (for all Customers) of no more than 200,000 Dt per Day.

Effective Date: 01/05/1998 Status: Effective

FERC Docket: RP97-406-013

Sheet No. 132 Sheet No. 132 : Superseded

Sheet No. 132 is
reserved for future use.

Effective Date: 01/05/1998 Status: Effective

FERC Docket: RP97-406-005

Sub. First Revised Sheet No. 133 Sub. First Revised Sheet No. 133 : Superseded
Superseding: Substitute Original Sheet No. 133

FTNN RATE SCHEDULE
Firm Transportation, No-Notice Service

11. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of Pipeline's effective FERC Gas Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, to the extent not inconsistent with the provisions of this Rate Schedule, shall apply to and are made a part of this Rate Schedule.

Effective Date: 11/01/1996 Status: Effective
FERC Docket: RP96-383-000

First Revised Sheet No. 134 First Revised Sheet No. 134 : Superseded
Superseding: Original Sheet No. 134

IT RATE SCHEDULE
Interruptible Transportation Service

1. AVAILABILITY

1.1 This Rate Schedule is available for transportation service by CNG Transmission Corporation ("Pipeline") on behalf of any person ("Customer") where:

- A. Customer has requested interruptible transportation service pursuant to Section 11A of the General Terms and Conditions of Pipeline's Tariff; and
- B. after review and acceptance of such request by Pipeline, Customer has entered into a Service Agreement with Pipeline for transportation service under this Rate Schedule in the form of Service Agreement contained in this Tariff; and
- C. Customer is willing and able to pay the rates agreed to by Pipeline and Customer; unless Pipeline and Customer agree otherwise, the rates will be not less than the minimum and not greater than the maximum rates hereunder, in accordance with the General Terms and Conditions of this Tariff.

1.2 Service under this Rate Schedule shall be made available on a first-come, first-served basis; provided, however, that Pipeline is not required to provide any requested transportation service for which capacity is not available or that would require the construction or acquisition of any new facilities.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all natural gas transported under an executed Service Agreement that conforms to the form of Service Agreement contained in this Tariff. Pipeline shall receive from Customer quantities of natural gas tendered for transportation hereunder, at times when system capacity is available, up to the MDTQ specified in the Service Agreement and deliver to Customer equivalent quantities at the Delivery Point(s). Service under this Rate Schedule shall be rendered on an interruptible basis and shall be subject to the availability of and allocation of capacity, as provided for in the General Terms and Conditions of this Tariff.

Effective Date: 01/01/1996 Status: Effective
FERC Docket: RP94-213-011

Second Revised Sheet No. 136 Second Revised Sheet No. 136 : Superseded
Superseding: Substitute First Revised Sheet No. 136

IT RATE SCHEDULE
Interruptible Transportation Service

and 33 for all gas processed and measured at such facilities during the billing month provided that if the gas received into Pipeline's "wet gas" system has a heating value equal to or less than 1018 Btu per cubic foot (saturated) this charge will not be assessed. The facilities listed as Pipeline's "wet gas" system are shown in CNG Transmission's FERC Gas Tariff, Original Volume No. 1A beginning at Sheet No. 10.

- D. An amount to reimburse Pipeline for the filing fees associated directly with the transportation service and paid to the Federal Energy Regulatory Commission.
 - E. An amount to reimburse Pipeline for the costs of any facilities installed by Pipeline, with Customers prior approval, to receive or deliver natural gas for the account of Customer.
 - F. All other applicable rates, charges, and penalties as set forth in the General Terms and Conditions of this Tariff.
- 5.2 Pipeline will retain the percentage(s) of receipts set forth on Sheet Nos. 32 and 33 as the Transportation Service Fuel Retention Percentage and/or the Gathering Service Fuel Retention Percentage; provided, however, that Pipeline will not retain fuel in those instances where the transaction does not cause Pipeline to use fuel.
- 5.3 Pipeline may elect to offer to transport at a rate that is below the maximum but no less than the minimum rates set forth on Sheet Nos. 32 and 33 as applicable to this Rate Schedule. However, Pipeline is not obligated to offer to transport gas at any rates less than the maximum rates.
6. MINIMUM MONTHLY BILL
None.
7. RECEIPTS AND DELIVERIES
- 7.1 Customer will make deliveries up to the MDTQ to Pipeline at Receipt Points on Pipeline's system and will take deliveries of equivalent quantities from pipeline through

Effective Date: 11/23/1998 Status: Effective

FERC Docket: RP99- 95-000

Sheet No. 142A Sheet No. 142A : Superseded

GSS RATE SCHEDULE
General Storage Service

Sheet No. 142A
is reserved for future use.

Effective Date: 01/01/1994 Status: Effective
FERC Docket: RP94- 71-001

Substitute First Revised Sheet No. 143 Substitute First Revised Sheet No. 143 : Superseded
Superseding: First Revised Sheet No. 143

GSS RATE SCHEDULE
General Storage Service

a result of conversions from sales service as part of the Settlement in Docket No. RP88-211 and/or the restructuring of Pipeline's services in Docket No. RS92-14, or any similar or related proceeding, may deliver gas to Pipeline for injection into storage in accordance with Section 7.2 below by nominating storage injection quantities under Customer's FT or FTNN Service Agreement at any Primary or Secondary Receipt Point specified therein, for delivery into storage; provided however, that nothing in this Section 7.1.A. shall excuse Customer from complying with any provision of the executed Service Agreement requiring delivery of gas for storage injection at specific Receipt Points.

- B. As to any quantities injected by Pipeline for Customer's account which were delivered to Pipeline under Customer's FT or FTNN Service Agreement, payment of the demand and injection charges under this Rate Schedule shall be deemed to satisfy Customer's obligation to pay the usage charge specified in Section 5.1.B., and the Fuel Retention Percentage specified in Section 5.2, of Rate Schedule FT or FTNN (excluding any applicable Sheet No. 37 provision).
- C. Any Customers receiving service under this Rate Schedule pursuant to a Service Agreement that is not subject to Section 7.1.A. above may deliver gas to Pipeline under such Service Agreements in accordance with Section 7.2 below for injection at the Receipt Points specified in the executed Service Agreement. Such Receipt Points will be deemed to be Primary Receipt Points, as defined in the General Terms and Conditions of this Tariff, for quantities tendered up to the Daily Injection Entitlement described in Section 7.4.A. of this Rate Schedule.

7.2 General Procedure. For any Day when Customer desires Pipeline to store gas for its account under this Rate Schedule, it shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff, specifying the quantity of gas it desires to have injected into storage on such Day. When Customer's nominations are confirmed and scheduled as required by this Tariff, Pipeline shall inject into storage for

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FERC Docket: RP99- 95-000

Sheet No. 153A Sheet No. 153A : Superseded

GSS RATE SCHEDULE
General Storage Service, Section 7(c)

Sheet No. 153A
is reserved for future use.

Effective Date: 11/23/1998 Status: Effective

FERC Docket: RP99- 95-000

Sheet No. 162A Sheet No. 162A : Superseded

GSS-II RATE SCHEDULE
General Storage Service

Sheet No. 162A
is reserved for future use.

GSS-II RATE SCHEDULE
General Storage Service

restructuring of Pipeline's services in Docket No. RS92-14, or any similar or related proceeding may deliver gas to Pipeline for injection into storage in accordance with Section 7.2 below by nominating storage injection quantities under Customer's FT or FTNN Service Agreement at any Primary or Secondary Receipt Point specified therein, for delivery into storage; provided however, that nothing in this Section 7.1.A. shall excuse Customer from complying with any provision of the executed Service Agreement requiring delivery of gas for storage injection at specific Receipt Points.

B. As to any quantities injected by Pipeline for Customer's account which were delivered to Pipeline under Customer's FT or FTNN Service Agreement, payment of the demand and injection charges under this Rate Schedule shall be deemed to satisfy Customer's obligation to pay the usage charge specified in Section 5.1.B., and the Fuel Retention Percentage specified in Section 5.2, of Rate Schedule FT or FTNN (excluding any applicable Sheet No. 37 provision).

C. Any Customers receiving service under this Rate Schedule pursuant to a Service Agreement that is not subject to Section 7.1.A. above may deliver gas to Pipeline under such Service Agreements in accordance with Section 7.2 below for injection at the Receipt Points specified in the executed Service Agreement. Such Receipt Points will be deemed to be primary Receipt Points, as defined in the General Terms and Conditions of this Tariff, for quantities tendered up to the Daily Injection Entitlement described in Section 7.4.A. of this Rate Schedule.

7.2 General Procedure. For any Day when Customer desires Pipeline to store gas for its account under this Rate Schedule, it shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff, specifying the quantity of gas it desires to have injected into storage on such Day. When Customer's nominations are confirmed and scheduled as required by this Tariff, Pipeline shall inject into storage for Customer's account on such Day, the quantity of gas so

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Sheet No. 173A Sheet No. 173A : Superseded

GSS-II RATE SCHEDULE
General Storage Service, Section 7(c)

Sheet No. 173A
is reserved for future use.

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FERC Docket: RP97-406-000

Sheet No. 178 Sheet No. 178 : Superseded

Sheet No. 178 is
reserved for future use.

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FERC Docket: RS92- 14-005

Original Sheet No. 180 Original Sheet No. 180 : Superseded

GSS-II RATE SCHEDULE
General Storage Service

16. COORDINATION WITH OTHER RATE SCHEDULES

To the extent that services provided and/or rates charged hereunder are based on Pipeline's Rate Schedule GSS, Pipeline will modify the terms and/or rates pursuant to this Rate Schedule to reflect any changes in applicable terms and/or rates under Rate Schedule GSS.

Effective Date: 01/05/1998 Status: Effective

FERC Docket: CP96-492-008

Sheet No.181 Sheet No.181 : Superseded

Sheets 181 - 199 reserved for future use.

Effective Date: 01/01/1998 Status: Effective
FERC Docket: RP97-406-000

Second Revised Sheet No. 182 Second Revised Sheet No. 182 : Superseded
Superseding: Original Sheet No. 182
OSS RATE SCHEDULE
Open Access Storage Service

4. RATE

The applicable rates and charges under this Rate Schedule shall include all applicable rates and charges set forth at the currently effective Sheet Nos. 32-99 of this Tariff and these rates and charges are incorporated herein by reference.

5. MONTHLY BILL

5.1 For natural gas storage service under this Rate Schedule, Customer shall pay Pipeline each month the following:

- A. A Storage Demand Charge. A charge per month per Dt of Storage Demand. (Applicable only where the executed Service Agreement specifies that service shall be provided on a firm basis.)
- B. A Storage Capacity Charge. A charge per month per Dt of Storage Capacity. (Applicable only where the execute Service Agreement specifies that service shall be provided on a firm basis.)
- C. An Injection Charge. A charge per Dt for all gas injected on each Day during the billing month.
- D. A Withdrawal Charge. A charge per Dt for all gas withdrawn on each Day during the billing month.
- E. A Storage Use Charge. A charge per month per Dt of Storage Capacity. (Applicable only where the executed Service Agreement specifies that service shall be provided on an interruptible basis.)
- F. A "From Customer's Balance" Charge. A charge per Dt for all gas withdrawn for Customer under Section 11 of this Rate Schedule, during the billing month.
- G. An "Excess Injection" Charge. A charge per Dt for gas injected for Customer under Sections 7.4.B or 7.5.B of this Rate Schedule, during the billing month.
- H. Any Applicable Penalties. For excess daily injection overruns, injections in excess of Storage Capacity, and excess withdrawals, as required by Section 12 of this Rate Schedule.

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FERC Docket: RP97-406-000

Second Revised Sheet No. 183 Second Revised Sheet No. 183 : Superseded

Superseding: Substitute First Revised Sheet No. 183

OSS RATE SCHEDULE

Open Access Storage Service

- I. Any other applicable rates, charges, and penalties as set forth in the General Terms and Conditions of Pipeline's Tariff.
- 5.2 Fuel Retention. Pipeline will retain the percentage of gas received for injection set forth on Sheet No. 36 as the Storage Service Fuel Retention Percentage.
- 5.3 In the event Customer has failed to meet the minimum turnover requirements of Section 8.7 below, Pipeline shall retain the quantity of gas required by Section 12.4 below.
- 5.4 Notwithstanding the general provision of Sections 4 and 5.1, above, if Pipeline and Customer mutually agree to negotiated rates for service hereunder, such negotiated rates shall apply in lieu of the otherwise applicable charges identified in Sections 5.1.A through 5.1.G of this Rate Schedule.
6. MINIMUM MONTHLY BILL
Unless Pipeline and Customer agree otherwise as provided in Section 5.4, above, the minimum monthly bill shall be the sum of (1) the Storage Demand Charge and the Storage Capacity Charge, or (2) the Storage Use Charge, whichever is applicable, and any other applicable charges as set forth in the General Terms and Conditions of Pipeline's Tariff.
7. INJECTIONS INTO STORAGE
- 7.1 Receipt Points. The executed Service Agreement shall specify the Receipt Point(s) for quantities tendered by Customer to Pipeline for storage injection.
- 7.2 General Procedure. For any Day when Customer desires Pipeline to store gas for its account under this Rate Schedule, it shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff, specifying the quantity of gas it desires to have injected into storage on such Day. When Customer's nominations are confirmed and scheduled as required by this Tariff, Pipeline shall inject into storage for Customer's account on such Day, the quantity of gas so nominated, subject to the limitations set forth below in this Section 7.
- 7.3 Notice Required. Except as provided in Section 9 of Rate Schedule FTNN, the notice given by Customer to Pipeline for injections on any Day shall be that required for nominations under Section 11A of the General Terms and Conditions.

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FERC Docket: RP97-406-000

Sheet No. 183A Sheet No. 183A : Superseded

Sheet No. 183A is
reserved for future use.

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FERC Docket: RP97-406-000

First Revised Sheet No. 184 First Revised Sheet No. 184 : Superseded
Superseding: Original Sheet No. 184

OSS RATE SCHEDULE
Open Access Storage Service

7.4 Summer Period Injections.

- A. Daily Injection Entitlement. Unless provided otherwise in Customer's Service Agreement, during any Summer Period, the quantity of gas which Customer shall be entitled to tender to Pipeline for injection into storage on any one Day is one-one hundred eightieth (1/180th) of Customer's Storage Capacity whenever Customer's Storage Gas Balance is less than or equal to one half of Customer's Storage Capacity, and one-two hundred fourteenth (1/214th) of Customer's Storage Capacity whenever Customer's Storage Gas Balance is greater than one half of Customer's Storage Capacity. These limitations upon daily injection entitlement are subject to the tolerance levels set forth in Section 12.1, below.

- B. Additional Injections. Any Customer may nominate to Pipeline under Section 7.2 above quantities for injection that are in addition to Customer's daily injection entitlements, as set forth in Section 7.4.A. Additional storage injections shall include gas injected into storage under Rate Schedule FTNN to the extent such injections exceed the Customer's daily entitlements. Subject to assessment of the Excess Injection Charge on Sheet No. 36 for all quantities above 120% of the daily injection entitlement established in Section 7.4.A, Pipeline shall endeavor to inject on any one Day, as much of Customer's storage nominations for such Day as operating conditions will permit. If the total of all nominations for storage injection for such Day together with Pipeline's injections into storage under Rate Schedule FTNN exceed the total quantity which Pipeline can inject or cause to be injected into storage on such Day, then the nominations for additional injections such Day shall be allocated pro rata at each storage injection Receipt Point, based upon Customer's actual confirmed nomination to tender gas for injection at that Receipt Point.

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FERC Docket: RP97-406-000

First Revised Sheet No. 185 First Revised Sheet No. 185 : Superseded
Superseding: Original Sheet No. 185
OSS RATE SCHEDULE
Open Access Storage Service

7.5 Winter Period Injections.

- A. Unless provided otherwise in Customer's Service Agreement, during the Winter Period, Customer may tender to Pipeline quantities up to one two-hundred fourteenth (1/214th) of Customer's Storage Capacity for injection into storage. This limitation upon daily injections is subject to the tolerance levels set forth in Section 12.1, below.
- B. In the event that Pipeline agrees, on a nondiscriminatory basis, to accept additional injections during the Winter Period, then unless Pipeline and Customer agree otherwise, such quantities shall be subject to the Excess Injection Charge set forth on Sheet No. 36.
- C. Pipeline may issue an operational flow order in accordance with Section 11B of the General Terms and Conditions, governing Winter Period injections. While such operational flow order is in effect:
 - 1. From time to time, Pipeline may post, on its Electronic Bulletin Board ("EBB") Receipt Points where Customer may tender quantities for injection and any conditions applicable to injection through such Receipt Points.
 - 2. Pipeline may limit or refuse to accept injections not tendered in accordance with the operational flow order and EBB notice, unless Pipeline has expressly agreed in the executed Service Agreement to accept specific quantities at specified points on a firm basis during the Winter Period.
 - 3. Pipeline will continue to inject gas for balancing purposes under FTNN, but Customer's Storage Gas Balance will not be credited with such quantities for the purposes of establishing Customer's daily entitlement to withdraw gas, as set forth in Section 8 of this Rate Schedule, until March 31 of the Winter Period in which the operational flow order is in effect, unless the gas is received by Pipeline at the Receipt Points specified in the EBB notice.

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FERC Docket: RP97-406-000

First Revised Sheet No. 186 First Revised Sheet No. 186 : Superseded

Superseding: Original Sheet No. 186

OSS RATE SCHEDULE

Open Access Storage Service

7.6 Pipeline shall be obligated to inject gas into storage for Customer's account only when Customer's Storage Gas Balance is less than Customer's Storage Capacity.

8. WITHDRAWALS FROM STORAGE

8.1 Delivery Points. Each executed Service Agreement shall specify the Delivery Points for all gas withdrawn from storage.

8.2 General Procedure. For any Day when Customer desires the delivery of gas stored for Customer's account under this Rate Schedule, Customer shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff the quantity of gas under this Rate Schedule during such Day. Upon any necessary confirmation, Pipeline shall thereupon deliver to Customer at the Delivery Points the quantity of gas so nominated, subject to each of the limitations set forth below in this Section 8.

8.3 Notice Required. Except as provided in Section 9 of Rate Schedule FTNN, the notice given by Customer to Pipeline for withdrawals on any Day shall be that required for nominations under Section 11A of the General Terms and Conditions.

8.4 Reduction in Customer's Daily Entitlement.

A. To the extent not otherwise provided in Customer's service agreement, if at the end of any Day Customer's Storage Gas Balance is less than or equal to 35 percent, but greater than 16 percent of Customer's Storage Capacity, then Pipeline's obligation to make deliveries to Customer shall be reduced by 8 percent of such Customer's Storage Demand. If Customer's Storage Gas Balance at the end of the Day is less than or equal to 16 percent, but greater than 10 percent of Customer's Storage Capacity, then Pipeline's obligation to make deliveries to Customer shall be reduced by 30 percent of such Customer's Storage Demand. If Customer's Storage Gas Balance at the end of any Day is less than or equal to 10 percent of Customer's Storage Capacity, then Pipeline's obligation to make deliveries to Customer shall be reduced by 37 percent of such Customer's Storage Demand.

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FERC Docket: RP97-406-000

Second Revised Sheet No. 187 Second Revised Sheet No. 187 : Superseded

Superseding: First Revised Sheet No. 187
OSS RATE SCHEDULE
Open Access Storage Service

- B. If Customer's Storage Demand is equal to or less than one-one hundred fortieth (1/140th) of Customer's Storage Capacity, or if the Service Agreement provides that Pipeline has the right to interrupt the storage service then the reductions in daily entitlement specified in Section 8.4.A. above shall not apply.
- C. Transfers of storage inventory, in accordance with Section 34 of the General Terms and Conditions, shall be treated as a reduction in the Storage Gas Balance of the Transferring Customer, and an increase in the Storage Gas Balance of the Receiving Customer.

8.5 Minimum Storage Gas Balance and Additional Reduction in Customer's Daily Entitlement.

- A. Each Customer must maintain a Storage Gas Balance equal to or greater than the following percentages of Storage Capacity on each Day during the following Winter Period months:

December	35%
January	35%
February	15%

- B. If Customer does not maintain the required Storage Gas Balance then, commencing on such Day and continuing until Customer's Storage Gas Balance is at the level required under Section 8.5.A., Pipeline's obligation to make deliveries to Customer shall be reduced by 10 percent of the lesser of (1) Customer's Storage Demand or (2) Pipeline's obligation to deliver as established pursuant to Section 8.4 above.

8.6 Limitations on Withdrawals. During any calendar month, Pipeline shall not be obligated to deliver a daily average in excess of the following: (1) more than 70 percent of the Customer's daily entitlement described under Section 8.4, if Customer's Storage Demand is equal to or greater than one-sixtieth (1/60th) of Customer's Storage Capacity, or (2) more than 87.5 percent of the Customer's daily entitlement described under Section 8.4, if Customer's Storage Demand is less than one-sixtieth (1/60th) of Customer's Storage Capacity. Pipeline may issue an operational flow order to limit storage withdrawals, in

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Second Revised Sheet No. 188 Second Revised Sheet No. 188 : Superseded
Superseding: First Revised Sheet No. 188

OSS RATE SCHEDULE
Open Access Storage Service

accordance with Section 11B of the General Terms and Conditions of this Tariff. The limitations under this Section 8.6 shall not apply to transfers of storage inventory in accordance with Section 34 of the General Terms and Conditions.

8.7 Minimum Turnover. By the end of the Day on April 14 of any year, Customer's total withdrawals from storage since the beginning of the preceding, just completed Winter Period must be equal to or greater than the amount by which Customer's maximum Storage Gas Balance on any Day during November of the preceding calendar year exceeds 35 percent of Customer's Storage Capacity. If Customer has failed to withdraw such quantities, then Customer will be subject to the penalties of Section 12.4 of this Rate Schedule.

9. DETERMINATION OF DELIVERIES:
RECORDS OF INJECTION AND WITHDRAWAL

The quantities of gas injected into storage for Customer's account and withdrawn from storage and delivered to Customer on any Day shall be determined by Pipeline's meters at or near the points of delivery when gas is delivered to Customer or Pipeline under this Rate Schedule only. When gas is delivered to Customer or Pipeline under this Rate Schedule and other rate schedule(s) on the same Day, then the gas delivered hereunder shall be the quantity scheduled for injection or withdrawal on such Day by Customer and Pipeline, subject to any adjustments required under Rate Schedule FTNN. Pipeline shall keep accurate records of quantities injected and withdrawn for Customer's account, and of Customer's Storage Gas Balance, which records shall be made available to Customer at its written request.

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Second Revised Sheet No. 189 Second Revised Sheet No. 189 : Superseded
Superseding: Sheet No. 181

Sheet Nos . 189 - 199
are reserved for future use.

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FERC Docket: RP00-74-001

Third Revised Sheet No. 190 Third Revised Sheet No. 190 : Superseded
Superseding: First Revised Sheet No. 190

TTT RATE SCHEDULE
Title Transfer Tracking

- 2.2 Customer, its customers, or its principals must arrange for transportation and/or storage service in accordance with Pipeline's FERC Gas Tariff under separate service agreements (the "Subject Service Agreements"), for physical delivery of natural gas quantities subsequent to title transfers that are tracked pursuant to nominations under this Rate Schedule. The procedures established under this Rate Schedule do not entitle Customer to transportation or storage service under Pipeline's FERC Gas Tariff separate from entitlements under the Subject Service Agreements, nor do they entitle Customer to maintain physical imbalances on Pipeline's system.
- 2.3 Deliveries downstream from the Eligible Points identified in the TTT Agreement shall be performed in accordance with provisions of the Subject Service Agreements and the terms of this Tariff. In this regard, TTT Service shall be subject to the character and priority of service that pertains to the associated transportation and/or storage services, as reflected in the Subject Service Agreements.

3. QUANTITIES

The executed TTT Agreement shall specify a Maximum Title Transfer Quantity, based on the creditworthiness of Customer as determined under Section 7 of the General Terms of this Tariff. The quantities that Pipeline will accept for physical delivery subsequent to TTT Service under this Rate Schedule shall also be limited to quantities of service as specified in the Subject Service Agreements.

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FERC Docket: RP00-74-001

Third Revised Sheet No. 191 Third Revised Sheet No. 191 : Superseded
Superseding: First Revised Sheet No. 191

TTT RATE SCHEDULE
Title Transfer Tracking

4. RATES

The rates and charges payable by Customer under this Rate Schedule shall include all applicable rates and charges set forth at the currently effective Sheet No. 31 of this Tariff. These rates and charges are incorporated herein by reference.

5. MONTHLY BILL

5.1 For TTT Service provided under this Rate Schedule, Customer shall pay Pipeline each month the following:

- A. A TTT Charge. A charge per Dt of gas nominated by Customer for TTT Service at any Eligible Point.
- B. An Imbalance Fee. A charge per Dt per Day, equivalent to Pipeline's then-effective maximum rate for Balancing Service under Rate Schedule MCS as set forth on Sheet No. 31 of this Tariff. This fee shall apply to all TTT Quantities on each Day during the billing month which, despite Customer's obligation to equalize TTT Quantities in accordance with Section 8.3, below, fail to be nominated for both sale and purchase at an Eligible Point. Provided, however, that such imbalance fee shall only apply to the extent that such imbalance quantities are not immediately attributed to a Subject Service Agreement as provided in Section 8.6, below.
- C. Any applicable penalties as described in Section 9 of this Rate Schedule. And

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Third Revised Sheet No. 192 Third Revised Sheet No. 192 : Superseded
Superseding: First Revised Sheet No. 192

TTT RATE SCHEDULE
Title Transfer Tracking

- D. Any other applicable rates, charges and penalties as set forth in the General Terms and Conditions of this Tariff.
- 5.2 Pipeline may elect to offer to provide service at a rate that is below the maximum but no less than the minimum rates applicable to this Rate Schedule. However, Pipeline is not obligated to offer to provide service at any rates less than the maximum rates.
- 5.3 Notwithstanding the general provision of Sections 4 and 5.1, above, if Pipeline and Customer mutually agree to negotiated rates for service hereunder, then such negotiated rates shall apply in lieu of the otherwise applicable charges identified in Sections 5.1.A through 5.1.B of this Rate Schedule.
6. MINIMUM MONTHLY BILL.
- None, unless Pipeline and Customer agree otherwise as provided in Section 5.3, above.
7. ELIGIBLE POINTS
- Each TTT Agreement shall specify Eligible Points, which shall be the logical or accounting locations at which Pipeline will permit Customer to nominate title transfers resulting from the purchase and sale of quantities of natural gas, subject to adequate corresponding rights under the Subject Service Agreement(s). One Eligible Point shall be established in Pipeline's northern

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FERC Docket: RP00-74-001

Third Revised Sheet No. 193 Third Revised Sheet No. 193 : Superseded
Superseding: First Revised Sheet No. 193

TTT RATE SCHEDULE
Title Transfer Tracking

segment (generally, points deemed downstream of Valley Gate Junction), and a second will address the southern segment of its system (points deemed upstream of Valley Gate Junction).

8. TITLE TRANSFER TRACKING PROCEDURES

8.1 General Procedure.

- A. For any Day when Customer desires Pipeline to track a title transfer for Customer's account under this Rate Schedule, then Customer shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff, specifying:
 - 1. the quantity of gas subject to the title transfer,
 - 2. the selling and/or purchasing parties, and
 - 3. the desired Eligible Point.
- B. When Customer's nomination is confirmed as required by the General Terms and Conditions subject to the limitations set forth in this Rate Schedule, then such quantity shall constitute a TTT Quantity at that Eligible Point.

8.2 Customer may deliver or receive TTT Quantities from Pipeline at a location other than the applicable Eligible Point, by nominating any other transportation service entitlements that Customer may have with Pipeline.

8.3 Customer is required to equalize the accounting quantities nominated for sale and for purchase under TTT Service at each Eligible Point, on each and every Day.

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FERC Docket: RP00-74-001

Fourth Revised Sheet No. 194 Fourth Revised Sheet No. 194 : Superseded
Superseding: Second Revised Sheet No. 194

TTT RATE SCHEDULE
Title Transfer Tracking

- 8.4 On or before the nomination deadlines otherwise applicable to Pipeline's service under the Subject Service Agreements, Customer shall provide nomination data to Pipeline consistent with the requirements of Section 11A of the General Terms and Conditions, for each of Customer's Eligible Points. Pipeline shall confirm that the nomination data received from Customer is equivalent to valid nominations under Subject Service Agreements that will move gas away from the Eligible Points identified in the Aggregation Agreement. The quantities determined through this process shall be the "Scheduled Quantities."
- 8.5 After confirmation, any changes to TTT Quantities shall be effective only if a corresponding nomination change has been made under a Subject Service Agreement and this change is confirmed by Pipeline. Confirmation changes received pursuant to this Section 8.5 shall have prospective effect only, and shall be confirmed by Pipeline.
- 8.6 If any nominated service from Pipeline under a Subject Service Agreement fails to be scheduled for any reason, e.g. because physical entities upstream or downstream of Pipeline do not confirm such nomination, then Pipeline shall inform Customer, and the parties shall revise nomination data on a prospective basis, to reflect the revised TTT Quantities. In order to address any mismatch in quantities that cannot be resolved before Pipeline's scheduling deadline, Customer shall provide Pipeline with predetermined instructions at the time of nominations, indicating which Subject Service Agreement(s) for Storage or Balancing service are to be adjusted if sufficient gas is not received or if excess quantities are tendered to Pipeline. In the absence of instructions provided by Customer, Pipeline will unilaterally determine the allocation of such quantities to Subject Service Agreements, to the extent that such agreements can be identified by the information available to Pipeline on or before its scheduling deadlines.

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FERC Docket: RP00-74-001

Fifth Revised Sheet No. 195 Fifth Revised Sheet No. 195 : Superseded
Superseding: Third Revised Sheet No. 195

TTT RATE SCHEDULE
Title Transfer Tracking

- 8.7 Notwithstanding the instructions to be provided under Section 8.6, above, if Pipeline determines at the end of any period that on a given Day Customer has nominated TTT Quantities at an Eligible Point hereunder that were not either ultimately delivered to Pipeline or delivered away from the Eligible Point, then Pipeline will notify Customer in writing of any excess or deficiency in receipts. To the extent that this imbalance cannot be resolved in accordance with the procedures of Section 8.1 of Rate Schedule MCS, then Customer shall be subject to the penalties provided in Section 10.1 of Rate Schedule MCS.
- 8.8 Customer shall make personnel available to Pipeline at all times, for purposes of the nomination and confirmations to be performed hereunder.
9. PENALTIES
- 9.1 If Customer fails to comply with the provisions of Sections 8.3 or 8.6 of this Rate Schedule on any Day, then Customer shall be subject to a penalty equal to the maximum rate for Balancing Service under Rate Schedule MCS of this Tariff, for each Dt that Customer failed to equalize at any Eligible Point. Quantities left in Balancing Service after Pipeline provides notice and an opportunity to cure, or after expiration of an applicable MCS Agreement, are subject to confiscation by Pipeline in accordance with Section 29 of the General Terms and Conditions of this Tariff.
- 9.2 Any penalties shall be billed for the month in which the penalty is incurred, and shall be in addition to charges otherwise payable under this Rate Schedule. Each penalty shall be separately assessed and payable in any month.

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FERC Docket: RP00-74-001

Third Revised Sheet No. 196 Third Revised Sheet No. 196 : Superseded
Superseding: First Revised Sheet No. 196

TTT RATE SCHEDULE
Title Transfer Tracking

9.3 The payment of a penalty for any conduct shall not be construed as giving any Customer the right to engage in such conduct; nor shall payment be construed as a substitute for any other remedy available to Pipeline or to any other Customer against the Customer incurring a penalty for failure to adhere to its obligations under this Rate Schedule, the TTT Agreement, or the General Terms and Conditions of this Tariff.

10. LIMITATIONS ON TITLE TRANSFER TRACKING SERVICES

10.1 Notice Required. Customer shall give Pipeline notice of nominations for Title Transfer Tracking Services consistent with the requirements of Section 11A of the General Terms and Conditions of this Tariff.

10.2 Scheduling. Customer may nominate to Pipeline quantities for TTT Service at each Eligible Point identified in accordance with Section 7, above. Pipeline shall endeavor to provide on any one Day as much of Customer's nominations for TTT Service as Pipeline's systems and operating conditions will permit, in accordance with the scheduling provisions of Section 11A of the General Terms and Conditions.

10.3 Interruption. In the event of an interruption of services under this Rate Schedule, Customer may be subject to the following conditions

- A. Pipeline may not accept or confirm nominations for TTT Service at points where Pipeline has determined that capability is not available; or
- B. Customer may be required to limit nominations to identified Eligible Points.

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FERC Docket: RP00-74-001

Third Revised Sheet No. 197 Third Revised Sheet No. 197 : Superseded
Superseding: First Revised Sheet No. 197

TTT RATE SCHEDULE
Title Transfer Tracking

10.4 Pipeline may issue an operational flow order to limit services under this Rate Schedule, in accordance with Section 11B of the General Terms and Conditions of this Tariff.

11. OPERATIONAL FLOW ORDERS

11.1 A Customer receiving service under this Rate Schedule and/or one or more Subject Service Agreements, may be subject to an operational flow order as set forth in detail in Section 11B of the General Terms and Conditions of this Tariff. Subject to all applicable limitations set forth in Section 11B, upon the issuance of an OFO, a Customer under this Rate Schedule must take the actions set forth in the OFO.

11.2 This Section 11 is intended solely to provide information as to the OFOs that Pipeline may issue to Customer under this rate schedule and the actions that Customer may be required to take. Nothing in this Section 11 shall enlarge or diminish Pipeline's rights to issue any OFO described in any other section of this Tariff.

12. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, to the extent not inconsistent with the provisions of this Rate Schedule, shall apply to and are made a part of this Rate Schedule.

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FERC Docket: RP00-74-000

First Revised Sheet No. 198 First Revised Sheet No. 198 : Superseded
Superseding: Sheet No. 198

Sheet Nos. 198 through 199
Are reserved for future use.

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FERC Docket: RP97-406-005

Sub. Third Revised Sheet No. 200 Sub. Third Revised Sheet No. 200 : Superseded

Superseding: Second Revised Sheet No. 200

MCS RATE SCHEDULE

Market Center Services

1. AVAILABILITY

- 1.1 This Rate Schedule is available to any person ("Customer") for the purchase of any combination of Market Center Services from CNG Transmission Corporation ("Pipeline"), if Pipeline and Customer have entered into a Market Center Service Agreement ("MCS Agreement") that conforms to the form of Service Agreement contained in this Tariff.
- 1.2 Service under this Rate Schedule will be made available on a first come, first served basis, to any Customer willing and able to pay maximum rates hereunder, or such other rate mutually agreed upon by Pipeline and Customer, subject to all applicable provisions of the General Terms and Conditions of this Tariff. Pipeline is not required to provide any requested Market Center Service under this Rate Schedule for which Pipeline determines that capacity is not available, or that would interfere with Pipeline's performance of its firm service obligations.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall govern Market Center Services rendered by Pipeline to Customer, as agreed upon in an executed MCS Agreement of the form contained in this Tariff. The Market Center Services offered by Pipeline under this Rate Schedule include:

- 2.1 Balancing Service. Balancing Service is an interruptible service, under which Pipeline provides Customer with a Balancing Point on Pipeline's system. Upon nomination by Customer, Pipeline will receive or deliver a quantity of gas at a Balancing Point for Customer's account, and will maintain the Balance Quantity for up to fifteen Days. Upon subsequent Customer nomination during the fifteen-Day period, Pipeline will either return or receive the Balance Quantity, on an interruptible basis, at the Balancing Point.
- 2.2 Wheeling Service. Upon Customer nomination, Pipeline will provide interruptible transportation service from a Receipt Point or a Balancing Point to a Delivery Point on Pipeline's system.

Effective Date: 07/01/1994 Status: Effective

FERC Docket: RP94- 96-011

3rd Sub First Revised Sheet No. 201 3rd Sub First Revised Sheet No. 201 : Superseded
Superseding: Original Sheet No. 201

MCS RATE SCHEDULE
Market Center Services

3. MARKET CENTER SERVICES QUANTITY

The executed MCS Agreement shall specify a Maximum Market Center Services Quantity, which shall reflect the Customer's aggregate entitlement to quantities of Parking Service, and Wheeling Service.

4. RATE

The rates and charges payable by Customer under this Rate Schedule shall include all applicable rates and charges set forth at the currently effective Sheet No. 31 of this Tariff. These rates and charges are incorporated herein by reference.

5. MONTHLY BILL

5.1 For Market Center Services provided under this Rate Schedule, Customer shall pay Pipeline each month the following:

- A. A Daily Parking Charge. A charge per Dt of gas received by Pipeline at any Parking Point for Parking Service to be applied on each Day of Parking Service.

- B. A Wheeling Charge. A charge per Dt of natural gas transported by Pipeline under the MCS Agreement for Customer's account, from a Receipt Point to a Delivery Point.

- C. Any penalties applicable to insufficient or excess daily receipts, returns or deliveries under this Rate Schedule, as required under Section 11, below.

- D. An amount to reimburse Pipeline for any applicable filing fees associated directly with Customer's Market Center Services and paid to the Federal Energy Regulatory Commission.

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FERC Docket: RP94-213-000

Original Sheet No. 202 Original Sheet No. 202 : Superseded

MCS RATE SCHEDULE
Market Center Services

Customer's account, from a Receipt Point to a Delivery Point.

- D. Any penalties applicable to insufficient or excess daily receipts, returns or deliveries under this Rate Schedule, as required under Section 12, below.
- E. An amount to reimburse Pipeline for any applicable filing fees associated directly with Customer's Market Center Services and paid to the Federal Energy Regulatory Commission.
- F. An amount to reimburse Pipeline for the costs of any facilities installed by Pipeline, with Customer's prior approval, to perform Market Center Services for the account of Customer.
- G. Any other applicable rates, charges, and penalties, as set forth in the General Terms and Conditions of this Tariff.

5.2 Fuel Retention.

- A. Pipeline will retain percentages of gas received for Market Center Services as set forth on Sheet No. 31; provided, however, that Pipeline will not retain fuel in those instances where the Market Center Services transaction does not cause Pipeline to use fuel.
- B. Upon Customer election, Pipeline will provide fuel for Parked Quantity Delivery or Wheeling Service, in lieu of any applicable fuel retention, to the extent that Pipeline determines that its operating conditions permit the provision of such fuel. This fuel will be provided at the Pipeline-determined cash equivalent of Pipeline's then-effective Transportation Service Fuel Retention Percentage, as posted each month on Pipeline's E-SCRIPTM System.
- C. Fuel provided by Pipeline for Customer under this Section 5.2 shall be provided at: Pipeline's Receipt Points, points of interconnection with upstream pipelines, points upstream of those receipt points on upstream pipelines, Appalachian Aggregation points (located downstream of Pipeline's gathering system), and points upstream of Pipeline's gathering system.

MPS RATE SCHEDULE
Mainline Pooling Service

4. RATES AND MONTHLY BILL

4.1 For service under this Rate Schedule, Customer shall pay Pipeline monthly the following:

- A. An Imbalance Fee. A charge per Dt per Day, equivalent to Pipeline's then-effective maximum rate applicable to Parking Service under Rate Schedule MCS as set forth on Sheet No. 31 of this Tariff. This fee shall be applied to all Scheduled Quantities on each Day during the billing month which, despite Customer's obligation to balance Scheduled Quantities in accordance with Section 6.2, below, fail to be delivered both into and away from an Eligible Point on the same Day. To the extent that imbalance quantities exceed 5% of the lesser of the Scheduled Quantities for receipt or delivery at an Eligible Point, then the Imbalance Fee applicable to such imbalance in excess of 5% will be doubled.
- B. Applicable penalties as described in Section 6.5 of this Rate Schedule; and
- C. All other applicable rates, charges, and penalties as set forth in the General Terms and Conditions of Pipeline's Tariff.

4.2 Pipeline may elect to offer to provide service at a rate that is below the maximum but no less than the minimum rates applicable to this Rate Schedule. However, Pipeline is not obligated to offer to provide service at any rates less than the maximum rates.

4.3 Notwithstanding the general provision of Section 4.1 above, if Pipeline and Customer mutually agree to negotiated rates for service hereunder, such negotiated rates shall apply in lieu of the otherwise applicable charges identified in Section 4.1.A.

5. ELIGIBLE POINTS

Each Aggregation Agreement shall specify Eligible Points, which shall be the logical or accounting locations at which Pipeline will permit Customer to aggregate quantities of natural gas, subject to

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-355-000

Sheet No. 213 Sheet No. 213 : Superseded

Sheet Nos. 213 through 249
are reserved for future use.

Effective Date: 07/01/2000 Status: Effective

FERC Docket: RP00- 21-005

First Revised Sheet No. 216 First Revised Sheet No. 216 : Superseded

DPO RATE SCHEDULE
Delivery Point Operator Service

5. QUANTITIES

- 5.1 The quantities of natural gas that may be taken by the DPO on a no-notice basis at the Citygate Delivery Point shall be limited to those quantities otherwise available under the Subject Service Agreements, less any quantities of service that have been released to others or nominated for delivery to Secondary Delivery Points. This quantity shall be defined as the "Maximum No-Notice Quantity."
- 5.2 The maximum quantity of gas that the DPO may take at the Citygate Delivery Point in any period within a Day (Hourly Entitlement) shall equal the sum of (1) the hourly entitlements of services that have been scheduled for delivery at the Citygate Delivery Point other than services provided under the Subject Service Agreements, plus (2) the combined hourly entitlements of the DPO and all participating CSCs which shall be calculated by adding the MDTQs of the Subject Service Agreements with primary point entitlements at the Citygate Delivery Point on that Day and multiplying that sum by the following factors:
1. 120% of 1/24th in any one hour
 2. 115.7% of 3/24th in any three consecutive hours;
 3. 112.6% of 5/24th in any five consecutive hours;
 4. 104.2% of 12/24ths in any twelve consecutive hours.
- 5.3 To the extent that a DPO exceeds its Hourly Entitlement on any Day when Pipeline has issued an operational flow order pursuant to Section 9.5.A. of Rate Schedule FTNN, then Pipeline shall assess and the DPO shall pay a penalty of \$25 per Dt applicable to the largest quantity overrun in any one of the four periods defined in Section 5.2, above, provided however, that if DPO is assessed a excess hourly flow penalty under any other of Pipeline's Rate Schedules that is greater than that assessed under this Rate Schedule, payment of such higher penalty shall discharge the DPO's obligation to pay the penalty under this Section 5.3.
- 5.4 The Hourly Entitlements established by this Rate Schedule are designed to provide the DPO and CSC with hourly flexibility within the established MDTQ of each of Pipeline's shippers. These Hourly Entitlements shall not be interpreted to provide any shipper with a right to take deliveries of gas in excess of its MDTQ on any Day.

6. CITYGATE DELIVERY POINT

The DPO Agreement shall identify the Citygate Delivery Point, which shall be the physical location(s) at which the DPO may arrange for no-notice delivery of natural gas, subject to adequate corresponding service entitlements under the Subject Service Agreement(s).

7. DPO PROCEDURES

- 7.1 The DPO shall maintain and provide to Pipeline a list of the Citygate Swing Customers (CSCs) that have qualified to participate in the DPO's retail access program. Shippers other than CSCs may also deliver gas to the Citygate Delivery Point; however, the DPO may not attribute unnominated service swings by such customers to Pipeline or CSCs hereunder. Pipeline shall confirm with each identified CSC that it desires to participate in the DPO program, and shall enter into a CSC Agreement with each identified CSC, subject to the requirements of Pipeline's Rate Schedule CSC.
- 7.2 Nominations of services to be delivered to the Citygate Delivery Point shall be made in accordance with the procedures established under Section 11A of the General

Terms and Conditions of this Tariff.

DPO RATE SCHEDULE
Delivery Point Operator Service

- 7.3 DPO and Pipeline will confirm nominated services to the Citygate Delivery Point, in accordance with Section 11A of the General Terms and any applicable GISB business practice standards.
- 7.4 Pipeline shall issue a report to each DPO at the same time as it provides scheduled quantity data in accordance with Section 11.A.3.A.5. of the General Terms. The report shall identify the DPO and participating CSC service entitlements that remain available for service on a no-notice basis to the Citygate Delivery Point. [[DTI is looking at 11.A.3.A.5 to make conforming changes as required given the now applicable 5 intra-day nominations.]
- 7.5 By 5 p.m. Eastern Time after the close of each gas Day, the DPO shall report to Pipeline and each affected CSC the total quantities that were received at the Citygate Delivery Point for each qualified CSC. Based on this report, Pipeline shall adjust the Storage Gas Balance of the DPO and each participating CSC, under the affected Subject Service Agreements. Such adjustments shall have prospective effect only, and shall be confirmed by Pipeline in an allocation report that shall be available to all affected DPOs by 8 a.m. Eastern Time on the following day.
- 7.6 The DPO shall give Pipeline predetermined instructions, indicating which of the Subject Service Agreements held by the DPO are to be adjusted if sufficient gas is not received for the no-notice services arranged hereunder, or if excess quantities are tendered to Pipeline for services confirmed under the DPO Agreement.
- 7.7 If Pipeline determines at the end of any period that on any given Day the actual quantities delivered to the Citygate Delivery Point were greater than or less than the DPO reported under Section 7.5, above, then Pipeline will attribute such excess or deficiency to the Subject Service Agreements of the DPO, and shall notify the DPO in writing of such adjustment.
- 7.8 To the extent that any CSC's entitlements under its Subject Service Agreements are insufficient to accommodate the quantities of service as reported by the DPO under Section 7.5, above, then the CSC will be responsible for penalties and other remedies under Rate Schedule CSC and it's the Subject Service Agreements of the CSC. Pipeline, the DPO and all participating CSCs acknowledge that such reports by the DPO may result in charges and/or penalties for the CSCs. The DPO acknowledges that, except for deliveries to CSCs and FT shippers specifically exempted from the sequencing rule of Section 6.3.A.1. of the General Terms and Conditions of this tariff, to the extent that it takes deliveries to the DPO in excess of its entitlements, regardless of whether the excess is a result of takes by the DPO for its own account or the takes of other shippers, will be attributed to the DPO and the DPO for its own account, under the Subject Service Agreements, it will be responsible for penalties under the terms and conditions of the Subject Service Agreements, as provided for in Sections 3 and 5 of this Rate Schedule.

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FERC Docket: RP00-135-000

Seventh Revised Sheet No. 251 Seventh Revised Sheet No. 251 : Superseded
Superseding: Sixth Revised Sheet No. 251

GENERAL TERMS AND CONDITIONS
Index to Provisions (Cont'd)

Section No.	Provisions	Sheet No.
26	Electronic Delivery Mechanisms	380
27	Extraordinary Gas Losses	384
28	Indemnification	384
29	Unauthorized Gas	385
30	Application of Rate Discounts	386
31	Incorporation of Certain GISB Standards by Reference	387
32	Periodic Reports	387
33	Carrying Charge Calculations	387
34	Transfers of Storage Inventory or Service Entitlements	388
35	Conditions Applicable to Storage Services	394
36	Discount Terms	397
37	Construction of Delivery Tap Facilities	397A

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FERC Docket: RP97-181-004

Sub. First Revised Sheet No. 253 Sub. First Revised Sheet No. 253 : Superseded
Superseding: Original Sheet No. 253

GENERAL TERMS AND CONDITIONS
Definitions

- J. "Demand Charge" or "Reservation Charge" is a rate payable over Customer's stated billing units as a fixed charge.
- K. "Designated Site" shall mean an address for the receipt and delivery of Gas Industry Standards Board ("GISB") standardized data sets, which is accessible via the public Internet.
- L. "Dt" shall mean dekatherm and shall be the quantity of heat energy equal to 1,000,000 Btus.
- M. "EBB" shall mean Pipeline's Electronic Bulletin Board.
- N. "Firm Customer" shall mean a Customer executing a service agreement with Pipeline under one of Pipeline's firm rate schedules.
- O. "Interest," unless otherwise specifically defined herein, shall mean interest calculated in the method and at the rate prescribed by the Commission in 18 C.F.R. Section 154.67(c)(2).
- P. "Maximum Annual Entitlement to Firm Service" shall refer to MATQ or Storage Capacity, as appropriate.
- Q. "Maximum Daily Entitlement to Firm Service" shall refer to MDTQ or Storage Demand, as appropriate.
- R. "Mcf" shall mean one thousand (1,000) cubic feet.
- S. "Month" shall mean a period beginning at 10 a.m. Eastern Clock Time (9 a.m. Central Clock Time) on the first day of the calendar month and ending at 10 a.m. Eastern Clock Time (9 a.m. Central Clock Time) on the first day of the next succeeding calendar month.

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FERC Docket: RP97-406-005

Sub. Second Revised Sheet No. 254 Sub. Second Revised Sheet No. 254 : Superseded
Superseding: First Revised Sheet No. 254

GENERAL TERMS AND CONDITIONS
Definitions

- X. "Receipt Point" shall mean a physical interconnection between Pipeline and another entity, an Appalachian Aggregation Point, the point(s) of withdrawal from Pipeline's storage pool(s), or a pooling point established under Rate Schedule MPS, as listed in Customer's executed Service Agreement, at which Customer may tender gas to Pipeline for service hereunder.
 - Y. "Render" or "Rendition," in the context of billing and payments hereunder, shall mean postmarked if sent by mail, time-stamped if sent by facsimile, or delivered to Customer's Designated Site if sent by electronic communications.
 - Z. "Secondary" points shall mean those receipt or delivery points, as listed in Customer's executed Service Agreement, at which Pipeline has agreed to provide Customer up to a certain quantity of transportation service, at a priority that is inferior to primary points, but superior to interruptible points for scheduling purposes.
 - AA. "Summer Period" shall mean the period of seven consecutive months beginning on April 1 of any calendar year and ending on October 31 of the same calendar year.
 - BB. "Tender" shall mean to physically deliver to Pipeline's facilities for service hereunder.
 - CC. "Total Heating Value" shall mean the number of British thermal units produced by the combustion, at constant pressure, of the amount of anhydrous gas which would occupy a volume of one cubic foot at a temperature of sixty (60) degrees Fahrenheit and under an absolute pressure of 14.73 pounds per square inch with air of the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of gas and air, and when the water formed by combustion is condensed to the liquid state.
- 1.2 Definitions Applicable to Rate Schedules MCS, IT, FT, and FTNN

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FERC Docket: RP99-441-001

Second Revised Sheet No. 254A Second Revised Sheet No. 254A : Superseded
Superseding: First Revised Sheet No. 254A

GENERAL TERMS AND CONDITIONS
Definitions

- DD. "Total Heating Value" shall mean the number of British thermal units produced by the combustion, at constant pressure, of the amount of anhydrous gas which would occupy a volume of one cubic foot at a temperature of sixty (60) degrees F and dry and under an absolute pressure of 14.73 pounds per square inch, equivalent to 101.325 kPa and 15 degrees C, and dry, with air of the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of gas and air, and when the water formed by combustion is condensed to the liquid state.
- EE. "Unauthorized Gas" shall mean all gas introduced, whether intentionally or otherwise, into any of Pipeline's facilities other than interconnections with interstate pipelines which are subject to daily confirmation by Pipeline without express authorization from Pipeline, which is not otherwise subject to any Service Agreement under Pipeline's Tariff that authorizes the introduction of such gas.
- FF. "Winter Period" shall mean the period of five consecutive months beginning on November 1 of any calendar year and ending on March 31 of the next succeeding calendar year.

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FERC Docket: CP96-492-008

Second Revised Sheet No. 256 Second Revised Sheet No. 256 : Superseded
Superseding: Substitute Original Sheet No. 256

GENERAL TERMS AND CONDITIONS
Definitions

E. "Withdrawal Entitlement Limitations" shall refer to the reductions placed on withdrawal entitlements in Sections 8.4, 8.5 and 8.6 of Rate Schedules GSS and GSS-II and Section 11B.3 of the General Terms and Conditions.

2. QUALITY

- 2.1 Quality Specifications Applicable to All Deliveries of Gas. All gas delivered by Pipeline to Customer at the Delivery Points shall have a total heating value of not less than 967 Btu per cubic foot. The gas delivered by Pipeline to Customer shall be commercially free from objectionable odors, dust, or other solid or liquid matters which might interfere with the merchantability of the gas or cause injury to or interference with proper operation of the lines, regulators, meters, or other appliances through which the gas flows.
- 2.2 Quality Specifications Applicable To All Receipts Of Gas. All gas delivered by Customer to Pipeline at the Receipt Points shall conform to the following specifications.
- A. Hydrogen Sulfide and Total Sulfur: The gas shall contain not more than one quarter (1/4) grain of hydrogen sulfide per one hundred cubic feet and not more than twenty grains total sulfur or sulfur compounds per one hundred cubic feet.
 - B. Carbon Dioxide and Nitrogen: The gas shall contain not more than three percent by volume of either carbon dioxide or nitrogen individually and shall contain not more than five percent by volume of combined nonhydrocarbon gases including, but not limited to, carbon dioxide, nitrogen and oxygen.
 - C. Oxygen: The gas shall not contain in excess of two-tenths of one percent by volume of oxygen, and the parties agree to exercise every reasonable effort to keep the gas completely free of oxygen.
 - D. Dust, Gums, etc.: The gas shall be free of objectionable odors, dust, gum, dirt, impurities and other solid or liquid or hazardous matter which might

Effective Date: 10/01/1993 Status: Effective

FERC Docket: RS92- 14-005

Original Sheet No. 258 Original Sheet No. 258 : Superseded

GENERAL TERMS AND CONDITIONS
Quality

3. shall not contain more than seven pounds of water in vapor phase per one million cubic feet.
- B. Appalachian Wet Gas System. The facilities classified as Pipeline's Wet Gas System are shown in Pipeline's FERC Gas Tariff, Original Volume 1A, beginning at Sheet No. 10. Gas received by Pipeline at Receipt Points in Pipeline's Wet Gas System:
1. shall have a Total Heating Value which is not less than 1100 Btu per cubic foot; and
 2. shall be free of water and hydrocarbons in liquid form at the temperature and pressure at which the gas is delivered; and
 3. shall not (a) contain water vapor in excess of the quantity required for saturation of the gas at the temperature and pressure of the gas in Pipeline's facilities; or (b) contain more than twenty pounds of water in vapor phase per one million cubic feet, if gas is received by Pipeline on the discharge side of Pipeline's field transmission stations.
- C. Dry Gas System. The facilities classified as Pipeline's Dry Gas System are shown in Pipeline's FERC Gas Tariff, Original Volume 1A, beginning at Sheet No. 10. Gas received by Pipeline at Receipt Points in Pipeline's Dry Gas System shall be free of water and hydrocarbons in liquid form at the temperature and pressure at which the gas is delivered, and shall not contain any hydrocarbons which might condense to free liquids in Pipeline's system under normal conditions; and
1. if the gas is received from a well which was connected to Pipeline's system on November 2, 1992 under the terms of a gas purchase contract or transportation agreement:
 - a. shall not contain water in vapor in excess of the quantity required for saturation of the gas at the temperature and pressure of the gas in Pipeline's facilities, and

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FERC Docket: RS92- 14-005

Original Sheet No. 259 Original Sheet No. 259 : Superseded

GENERAL TERMS AND CONDITIONS

Quality

- b. shall have a Total Heating Value which is not less than 967 Btu per cubic foot; or
- 2. if the gas is received from a well which was connected to Pipeline's system after November 2, 1992:
 - a. shall not contain more than seven pounds of water in vapor phase per one million cubic feet, and
 - b. shall have a Total Heating Value which is not less than 967 Btu per cubic foot and which does not exceed 1100 Btu per cubic foot.

2.4 Processing.

- A. Pipeline may remove moisture, impurities, helium, natural gasoline, butane, propane, and any other hydrocarbons except methane prior to delivery of gas to Customer. Pipeline may subject, or permit the subjection of, the gas to compression, cooling, cleaning and other processes.
- B. At all times, any and all liquid or liquefiable hydrocarbons, or any other constituent or by-product recovered from the gas by Pipeline, after delivery of gas to Pipeline shall be and remain the exclusive property of Pipeline.

2.5 Non-Conformance.

- A. If the gas offered for delivery or receipt hereunder shall fail at any time to conform to any of these quality provisions, then Pipeline shall notify Customer, and Pipeline may, at its option, refuse to accept delivery pending correction. Upon Customer's failure promptly to remedy any deficiency in quality as specified in Subsections 2.1 or 2.2 above, then Pipeline may accept delivery of such gas and may make changes necessary to bring such gas into conformity with such specifications, and Customer shall reimburse Pipeline for any reasonable expense incurred by it in effecting such changes.

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FERC Docket: RP99-441-001

Second Revised Sheet No. 260 Second Revised Sheet No. 260 : Superseded
Superseding: First Revised Sheet No. 260

GENERAL TERMS AND CONDITIONS
Quality

B. Possession and Indemnification. Pipeline shall not be considered to have taken possession of gas where the gas is not the quality described in Section 2 of the General Terms and Conditions of this Tariff. If Customer delivers gas of non-conforming quality to Pipeline, Customer shall be responsible for, and shall indemnify and hold Pipeline harmless from, any damages or liability for injury to, or death of persons or damage to property of Pipeline or third persons resulting therefrom. Customer shall reimburse Pipeline for any costs, liabilities and expenses incurred by Pipeline as a result of Customer's non-compliance with the provisions of Pipeline's Tariff.

3. MEASUREMENT

3.1 Measurement Unit. The unit of gas deliverable hereunder shall be one Dt, measured as provided below.

3.2 Quantity and Heating Value Determination. The quantity and heating value of gas received or delivered by Pipeline shall be determined as follows:

A. The unit of volume for the purpose of measurement shall be one cubic foot of gas at 60 degrees F and dry and an absolute pressure of 14.73 pounds per square inch, equivalent to 101.325 kPa and 15 degrees C, and dry.

B. The unit of weight for the purpose of measurement shall be one pound mass of gas.

C. The average absolute atmospheric pressure shall be assumed to be fourteen and four-tenths pounds to the square inch (14.4 psi), irrespective of actual elevation or location of the Delivery Point above sea level or variations in such atmospheric pressure from time to time.

D. The temperature of the gas flowing through meters, when necessary for computing gas quantities, shall be determined for any day by the use of instantaneous temperature measurements applied to measuring equipment, by the use of a properly installed continuous recorder, or by assuming 60 degrees

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First Revised Sheet No. 265 First Revised Sheet No. 265 : Superseded
Superseding: Original Sheet No. 265

GENERAL TERMS AND CONDITIONS
Billing & Payments

- 6.2 Both Pipeline and Customer shall have the right to examine, at reasonable times, books, records and charts of the other to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any of the provisions of this Tariff.
- 6.3 The sequence of gas passed through the meter for billing purposes shall be as stated in Section 11A.4, below; except when Pipeline is providing service under Rate Schedule FTNN to Customer at city gate interconnections where Pipeline is also delivering gas for others under different Rate Schedules. In such event, Pipeline shall determine Customer's monthly bill as follows:
- A. Pipeline shall first determine what, if any, quantities were delivered at such city gate interconnections for other customers under Rate Schedule FT excluding those deliveries to Replacement Customers at Primary points under Section 23 of the General Terms and Conditions of this Tariff, and those deliveries under Rate Schedule FT for which the FT Customer and Customer have specifically agreed to exempt the FT Customer from this Section. Within 48 hours, Customer shall provide Pipeline with the actual quantities delivered to such other FT Customers.
 - B. Quantities delivered to other FT Customers shall be excluded by Pipeline in determining the flow of gas to Customer at such city gate interconnection.
 - C. The remaining sequence of gas passed through the meter for billing purposes shall be as stated in Section 11A.4. below; provided, however, that service under Rate Schedule FTNN shall be deemed last through the meter.
- 6.4 Customer agrees to pay Pipeline by wire transfer of federal funds as directed by Pipeline from time to time in writing to Customer unless Pipeline and Customer mutually agree upon a method of payment other than wire transfer which will result in timely receipt of payment by Pipeline. All payments shall include reference to the related invoice number(s), and are due within ten (10) days of the date Pipeline renders its bill, except when such day is a Saturday, Sunday, or Federal bank holiday, in which case payment is due the following Business Day. Payment shall be made for all

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Sub. Second Revised Sheet No. 279 Sub. Second Revised Sheet No. 279 : Superseded

Superseding: First Revised Sheet No. 279

GENERAL TERMS AND CONDITIONS
Requesting and Scheduling Service

2. Unless otherwise agreed by Pipeline, the rate to be paid by converting Customer and the conditions applicable to Part 284 service shall be as follows:
 - a. Customers whose rates for service under Part 157 are less than or equal to Pipeline's maximum rates for service under Part 284 will pay Pipeline's maximum applicable Part 284 rates, including all applicable fuel provisions and surcharges.
 - b. Customers whose rates for service under Part 157 are greater than Pipeline's maximum rates for service under Part 284, or whose terms of service differ from Pipeline's existing Part 284 Rate Schedules, may convert to Part 284 service only upon Pipeline receipt of all necessary Commission authorizations to establish a new Part 284 rate schedule or to change existing Part 284 rate schedule(s), reflecting equivalent incremental rate and fuel provisions, all surcharges applicable to Pipeline's Part 284 services, and appropriate terms and conditions of service, if applicable.

11A.2 Contracting for Service

- A. Upon approval of a valid request, Pipeline shall offer the requesting Customer a contract for service that conforms to the form of Service Agreement contained in Pipeline's Tariff.
- B. Customer shall execute the Service Agreement and return it to Pipeline within thirty days from the date Pipeline sends the Service Agreement to Customer. If Customer fails to return an executed Service Agreement within the deadline, Pipeline's offer shall be withdrawn, and Customer's request shall be void.
- C. Once a Service Agreement for interruptible service is executed, Customer shall nominate and tender gas within fifteen days of the latest of: (1) the date on which Customer is notified that any necessary facilities are ready for service; or (2) the date on which Customer executes the interruptible transportation Service Agreement; or (3) the date of first deliveries if specified in the Service Agreement. If Customer fails to meet this condition, Customer's contract shall be terminated and Customer's request shall be void.

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First Revised Sheet No. 280 First Revised Sheet No. 280 : Superseded

Superseding: Substitute Original Sheet No. 280

GENERAL TERMS AND CONDITIONS
Requesting and Scheduling Service

- C. Information Required For Service Authorized Under Section 311 of the Natural Gas Policy Act To Commence or Continue:
1. Prior to the commencement of service authorized by 18 C.F.R. Section 284.102(d), which allows interstate pipelines to transport gas for certain customers of local distribution companies and intrastate pipeline companies, the affected local distribution company or intrastate pipeline company must certify to Pipeline that:
 - a. the intrastate pipeline or local distribution company has physical custody of and transports the natural gas at some point; or
 - b. the intrastate pipeline or local distribution company holds title to the natural gas at some point, which may occur prior to, during, or after the time that the gas is being transported by the interstate pipeline, for a purpose related to its status and functions as an intrastate pipeline or its status and functions as a local distribution company; or
 - c. the gas is delivered at some point to a customer that either is located in a local distribution company's service area or is physically able to receive direct deliveries of gas from an intrastate pipeline, and that local distribution company or intrastate pipeline certifies that it is on its behalf that the interstate pipeline is providing transportation service.
 2. Upon execution of the contract, Customer must identify the name of the entity or entities which will ultimately receive the gas to be transported or stored for direct end use or system supply, respectively, and provide verification that such entities have executed purchase contracts related to the gas to be transported.
 3. Upon commencement of service, Customer shall identify all participating upstream and downstream transporters and upstream processors.

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FERC Docket: RP99- 49-000

Third Revised Sheet No. 281 Third Revised Sheet No. 281 : Superseded
Superseding: Sub. Second Revised Sheet No. 281

GENERAL TERMS AND CONDITIONS
Requesting and Scheduling Service

11A.3 Nomination Of Receipts And Deliveries.

A. Customer shall nominate the total daily quantity to be received or delivered by Pipeline to Customer, or for Customer's account, under all rate schedules, at the Receipt and Delivery Points set forth in each Service Agreement between Pipeline and Customer. All nominations should include Customer- defined begin dates and end dates. All nominations excluding intra-day nominations should have roll-over options. Specifically, Customers may nominate for several days, months, or years, provided the nomination begin and end dates are within the term of Customer's Service Agreement. Overrun quantities must be requested in a separate transaction. Such nominations shall be in uniform daily quantities. All nominations are considered original nominations, and must be replaced to be changed. When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only. Unless notified through Pipeline's EBB of a later nomination deadline, whether Customer's or a third party's electronic communication mechanism is used, such nominations will be governed by the following deadlines on the day prior to gas flow:

1. Nominations must leave control of the nominating party at or before:
 - a. Timely Nomination: 12:30 p.m. Eastern Clock Time, or "ECT" (11:30 a.m. Central Clock Time, or "CCT").
 - b. Evening Nomination Cycle: 7 p.m. ECT (6 p.m. CCT)
 - c. Intraday 1 Nomination Cycle: 11 a.m. ECT (10 a.m. CCT)
 - d. Intraday 2 Nomination Cycle: 6 p.m. ECT (5 p.m. CCT)
2. Pipeline must receive nominations at or before:
 - a. Timely Nomination: 12:45 p.m. ECT (11:45 a.m. CCT).
 - b. Evening Nomination Cycle: 7:15 p.m. ECT (6:15 p.m. CCT)
 - c. Intraday 1 Nomination Cycle: 11:15 a.m. ECT (10:15 a.m. CCT)
 - d. Intraday 2 Nomination Cycle: 6:15 p.m. ECT (5:15 p.m. CCT)

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First Revised Sheet No. 281A First Revised Sheet No. 281A : Superseded
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GENERAL TERMS AND CONDITIONS
Requesting and Scheduling Service

3. Pipeline will provide indication of its receipt of the nomination by (for nominations submitted by facsimile, the fax transmittal confirmation will serve as Pipeline's "quick response"):
 - a. Timely Nomination: 1 p.m. ECT (noon CCT).
 - b. Evening Nomination Cycle: 7:30 p.m. ECT (6:30 p.m. CCT)
 - c. Intraday 1 Nomination Cycle: 11:30 a.m. ECT (10:30 a.m. CCT)
 - d. Intraday 2 Nomination Cycle: 6:30 p.m. ECT (5:30 p.m. CCT)

4. Pipeline will receive completed confirmation from upstream and downstream connected parties by:
 - a. Timely Nomination: 4:30 p.m. ECT (3:30 p.m. CCT);
 - b. Evening Nomination Cycle: 10 p.m. ECT (9 p.m. CCT)
 - c. Intraday 1 Nomination Cycle: 2 p.m. ECT (1 p.m. CCT)
 - d. Intraday 2 Nomination Cycle: 9 p.m. ECT (8 p.m. CCT)

5. Pipeline will provide to Customer and any affected point operator scheduled quantity data, including available scheduled intraday nominations and known scheduling changes, through a report that will be issued by:
 - a. Timely Nomination: 5:30 p.m. ECT (4:30 p.m. CCT).
 - b. Evening Nomination Cycle: 11 p.m. ECT (10 p.m. CCT)
 - c. Intraday 1 Nomination Cycle: 3 p.m. ECT (2 p.m. CCT)
 - d. Intraday 2 Nomination Cycle: 10 p.m. ECT (9 p.m. CCT)

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Third Revised Sheet No. 282 Third Revised Sheet No. 282 : Superseded
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GENERAL TERMS AND CONDITIONS
Requesting and Scheduling Service

- B. The quantities to be delivered and billed will equal Customer's scheduled, confirmed nomination, less fuel. Customer's nominations are for gross amounts tendered, including fuel retention. The quantity of gas delivered for Customer's account shall be the quantity of gas nominated by Customer, less applicable fuel retention, as confirmed and agreed to by Pipeline. Pipeline shall calculate fuel retention by subtracting the applicable fuel retention percentage from one, and multiplying the result by the received quantity to determine the delivered quantity. The delivered quantity shall equal the received quantity less the calculated retained fuel quantity.

- C. All nominations must be confirmed by both the upstream and downstream entities that will physically deliver and receive the gas, respectively. Pipeline and the upstream or downstream connecting party, and not Customer, will be responsible to initiate confirmations. Pipeline shall apply the "lesser of rule," consistent with GISB Business Practice Standard 1.3.22 (Version 1.3),

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GENERAL TERMS AND CONDITIONS
 Requesting and Scheduling Service

I. Subject to the conditions listed below, an intra-day nomination may be used to request an increase or decrease in total flow or to change receipt or delivery points, within Customer's entitlements under the applicable Service Agreement and Rate Schedule.

1. An intra-day nomination submitted to Pipeline shall take effect as indicated below, and shall run through the end of the affected Day only. Customers may submit intra-day nominations as follows (with all times expressed as Eastern Clock Time):

Nomination Deadline	Pipeline Notifies Interrupted Customers	Nomination Becomes Effective If Confirmed
Evening	7 p.m.	11 p.m.
Intra-day 1	11 a.m.	10 a.m. (next Day)
Intra-day 2	6 p.m.	3 p.m.
	[no bumping]	6 p.m.
		10 p.m.

2. An intra-day nomination must be based on a daily quantity within Customer's remaining contract entitlement, and must reflect a quantity not less than the amount that has already flowed for the affected Day.

3. For communications outside the Business Day, Pipeline will post contact information on its electronic bulletin board at all times.

GENERAL TERMS AND CONDITIONS
Requesting and Scheduling Service

- J. Customer may submit prospective revisions to nominations under Rate Schedules FT, FTNN, MCS and IT. Such changes may be made on as short notice as is permitted by the entity delivering gas directly to Pipeline, subject to confirmation by Pipeline; provided that such revisions shall be subject to all nominations procedures that apply to regular nominations (excluding timelines). Pipeline will use reasonable efforts to obtain confirmation within the time period requested by Customer. The nomination revisions permitted under this Section 11A.3.J may not be used to bump a previously-scheduled service.
 - K. Customer's nominations are subject to allocation by Pipeline, in accordance with Section 11A.5, below.
- 11A.4. Scheduling Transportation Quantities.
- A. Receipt Point Priorities. Pipeline will schedule gas at Receipt Points as follows:
 - 1. First, among firm Customers with confirmed nominations for service at Primary points, up to contractual quantities for such points.
 - 2. Second, among firm Customers with confirmed nominations for service at Secondary points, where such Customers are receiving service under 18 C.F.R. Part 284 or at Receipt Points certificated under Section 7(c) of the Natural Gas Act that are expressly stated to be secondary in nature. Where nominations for any Secondary point exceed available capacity at that point, capacity will be allocated based on quantities actually nominated by Customer for firm service at that point, and confirmed by Pipeline.

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Superseding: Substitute Original Sheet No. 285

GENERAL TERMS AND CONDITIONS
Requesting and Scheduling Service

3. Third, among firm Customers with confirmed nominations for service at Secondary points, where such Customers are receiving service pursuant to Section 7(c) of the Natural Gas Act at Secondary Receipt Points that have not been expressly certificated but for which Customer has agreed to pay no less than Pipeline's maximum rates and charges under Rate Schedule FT for such service, as set forth in Section 7.3 of Rate Schedule FT, including all applicable surcharges and transition costs.
4. Fourth, among firm Customers with confirmed nominations for service at Secondary points, under an FT-GSS or FTNN-GSS Service Agreement.
5. Fifth, among firm Customers with confirmed nominations for service at Secondary points, under service agreements executed by Pipeline after April 1, 1993, for firm service on less than a 365-day basis.
6. Sixth, among interruptible Customers in accordance with Pipeline's existing queue, as follows:
 - a. First, among Customers who contracted prior to October 9, 1985, for interruptible service, according to the provisions of the applicable Service Agreements;
 - b. Second, among Customers who submitted requests for interruptible service during Pipeline's "open season," held from December 7, 1987 through December 17, 1987. For purposes of the open season, "requests" shall include:
 - (1) Service Agreements existing on December 6, 1987, that provided for interruptible service under 18 C.F.R. Part 284, Subpart B, and that were terminable upon notice by Customer of one month or less;

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Superseding: Substitute Original Sheet No. 286

GENERAL TERMS AND CONDITIONS

Requesting and Scheduling Service

(2) Valid requests for interruptible service pending with Pipeline as of December 6, 1987; and

(3) Valid requests submitted during Pipeline's "open season."

- c. Third, to and among all other interruptible service Customers on a first-come, first-served basis.
- B. Delivery Point Priorities. Deliveries will be made in accordance with nominations that are confirmed and accepted by the entity that physically takes gas at the Delivery Point. Pipeline shall confirm nominations, and determine the flow of gas with the entity physically receiving gas at such points. Absent such confirmation, Pipeline will not accept receipt of the gas.
- C. No Customer receiving firm service shall lose priority to Pipeline's mainline capacity by adding or changing Primary Receipt Points applicable to that service; provided, however, that:
1. a Customer will not have priority for service at a new Receipt Point over pre-existing Customers of the same class receiving service from that point, and
 2. a Customer adding a new Primary Receipt Point to a firm Service Agreement may not affect the priority of existing Customers using such Receipt Point as a Primary point at the levels specified under existing firm Service Agreements.
- D. Customer will be responsible to monitor information provided by Pipeline in accordance with Section 11A.3.A., above, to determine whether its nominations have been confirmed and scheduled. After nominations have been confirmed and scheduled, if Pipeline is informed of a change that affects Customer's scheduled quantities, Pipeline will post such change on its EBB. Pipeline will inform affected firm service Customers of such changes, by providing notice at the Customer's Designated Site. Customer will be solely responsible for making alterations in Customer's supply and transportation arrangements, which may be necessary as a result of such changes in Customer's service.

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Third Revised Sheet No. 287 Third Revised Sheet No. 287 : Superseded
Superseding: Sub. Second Revised Sheet No. 287

GENERAL TERMS AND CONDITIONS
Requesting and Scheduling Service

- E. If Pipeline determines that it has capacity available for service on its system, or any portion thereof, in excess of that required for delivery of gas scheduled, Pipeline may post for renomination the availability of such capacity on its EBB.
- F. Bumping Scheduled Service.
 - 1. A firm transportation Customer may nominate at a Primary point and bump quantities of gas scheduled by Customers with lesser priority, upon prior notice to Pipeline as required by Section 11A.3.A of the General Terms and Conditions and compliance with all other requirements of the scheduling provisions of this Tariff. The interruptible service Customer shall be notified of its reduction, and whether penalties will apply on the Day its volumes are reduced, in the same manner as set forth in Section 11B.1.E.2 of the General Terms.
 - 2. A firm transportation Customer receiving service under 18 C.F.R. Part 284 (except for a Customer receiving service during the Summer Period under an FT-GSS or FTNN-GSS Service Agreement) may nominate at a Secondary point and bump quantities of gas scheduled by interruptible Customers using that point, upon 21.5-hours' prior written notice to Pipeline and compliance with all other requirements of the scheduling provisions of Pipeline's Tariff. Intraday nominations at Secondary points may not be utilized to bump scheduled service to interruptible Customers.

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GENERAL TERMS AND CONDITIONS
Requesting and Scheduling Service

- 11A.5. Allocation of Receipts and Deliveries.
- A. Prior to allocation of actual gas flow among nominated services, Pipeline must receive a predetermined allocation from the upstream or downstream custody transfer party, consistent with the most current form of PDA from Pipeline's EBB, for flowing gas supply. There is no need to submit PDAs where Pipeline has an operational balancing agreement in effect for a point. A PDA at the city gate delivery points where Pipeline is providing service under Rate Schedule FTNN must be consistent with Section 6.3, above. Only one PDA methodology is to be applied per allocation period.
 - B. At points where it interconnects with other pipelines, Pipeline shall determine the flow of gas in accordance with Operational Balancing Agreements (OBAs) between Pipeline and the other pipeline, as applicable. At city gate Delivery Points where Pipeline provides service under Rate Schedule FTNN, Pipeline shall determine the flow of gas in accordance with Section 6.3, above. At all other points, Pipeline shall determine the flow of gas in accordance with Predetermined Allocations (PDAs) among Customers behind such points, as provided by the operator of such points. PDAs will be either ranked, pro rata, percentage, swing, or operator provided value. These determinations shall be made to the extent that such OBAs or PDAs are in effect and made known to Pipeline after or during confirmation and before the start of the Day. Pipeline will provide indication of its receipt of a PDA that has been submitted electronically, within 15 minutes. Based on scheduled nominations, Pipeline will adjust receipts from the party designated by the PDA, who shall be subject to applicable imbalance provisions of this Tariff. If an operator provides no PDA, Pipeline will resort to pro rata allocation of variations between scheduled nominations and actual gas flow.
 - C. Absent deliberate omission or misrepresentation or mutual mistake of fact, the time limit for disputes of allocations shall be six months from the date of the initial month-end allocation, with a three-month rebuttal period; provided, however, that parties' statutory or contractual rights shall not be diminished by this Section 11A.5.C.

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Superseding: Original Sheet No. 304

GENERAL TERMS AND CONDITIONS
Operational Flow Orders

G. Deliveries to Pipeline's Southern Segment

1. Pipeline shall allocate the following Southern Capacity to Customers: Tennessee Zone 3 (Cornwell and Institute Interconnects). Total firm capacity of 631,200 Dt per day.
2. Winter Operations.
 - a. Pipeline may issue OFOs to Customers in accordance with Section 11B.2.D, above.
 - b. In addition to firm quantities, Pipeline may permit scheduling of interruptible supplies, subject to capacity, storage and market conditions.
3. Summer Operations. Pipeline may issue any OFOs to Customers in accordance with Section 11B.2.D, above.

11B.3 Terms And Conditions Applicable To Storage Services.

- A. Compliance with Rate Schedules. Customers shall be subject to and comply with all terms and conditions set forth in Pipeline's Rate Schedules GSS and GSS-II.
 1. Specific Instances. A Customer receiving service under Rate Schedule GSS or GSS-II may also be subject to OFOs issued by Pipeline:
 - a. to alleviate conditions that threaten the operational integrity of Pipeline's system;
 - b. to maintain pressures necessary for Pipeline's operations;
 - c. to ensure adequate flowing supplies are delivered to specific Receipt Points on Pipeline's system;

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Sub. Original Sheet No. 304A Sub. Original Sheet No. 304A : Superseded

GENERAL TERMS AND CONDITIONS

Operational Flow Orders

- d. to alleviate operational problems arising from overdeliveries or underdeliveries by Customer in violation of its Service Agreement and/or applicable Rate Schedule;
- e. to prevent damage to Pipeline's storage pools;
- f. when Pipeline's operations do not permit Pipeline to physically inject into its high-deliverability storage pools during the Winter Period;
- g. when Pipeline cannot accept excess quantities tendered by Customer for injection;
- h. when Pipeline experiences or forecasts three consecutive days where Customers withdraw maximum or near-maximum quantities from storage;
- i. when Pipeline's storage pool deliverabilities have declined to a level that may jeopardize Pipeline's ability to perform firm services if transfers of injection rights, withdrawal rights, or inventory occur;
- j. when a transfer of injection rights, withdrawal rights or inventory would cause Pipeline to issue an OFO to other Customers;
- k. when a transfer of injection rights, withdrawal rights, or inventory could cause Pipeline to curtail firm services to any Customer; or
- l. when Pipeline cannot make "From Customer's Balance" deliveries without impeding Pipeline's performance of its firm service obligations or imposing additional OFOs on Pipeline's System.

GENERAL TERMS AND CONDITIONS
Operational Flow Orders

2. Upon the issuance of an OFO, Customer must take the actions set forth in the OFO, which may include, but are not limited to, the following actions:
 - a. Customer may be required to reduce excess injections into storage;
 - b. Customer's injections into storage during the Winter Period may be limited by Pipeline;
 - c. Customer may be required to receive and/or deliver gas at Primary points;
 - d. Customer may be required to fully utilize all of its firm transportation capacity on Pipeline before withdrawing gas from storage;
 - e. Customer may be required to reduce its withdrawals from storage (applies only where Customer's Storage Demand is equal to or greater than 1/60th of Customer's Storage Capacity);
 - f. Customer's transfer of injection and withdrawal entitlements may be limited;
 - g. Customer may not be able to receive "From Customer's Balance" deliveries; and
 - h. Customer's off-system capacity releases may be terminated.

- B. Winter Injections. During any Winter Period, Pipeline may issue an operational flow order ("OFO") limiting Customer injections into storage when: Pipeline's operations do not permit Pipeline to physically inject into its high deliverability storage pools.

- C. Preservation of Storage Operations. Pipeline's storage pools cannot provide maximum deliverability for unlimited time periods. Therefore, in the event that Pipeline determines that action is necessary to prevent damage to its storage pools or to ensure the operational integrity of Pipeline's system, Pipeline may issue the following OFOs, in sequence, as necessary to preserve firm service to firm Customers:

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GENERAL TERMS AND CONDITIONS

Operational Flow Orders

discretion, a transfer may jeopardize Pipeline's ability to perform firm service to any Customer; or

- b. the transfer could cause Pipeline to issue an operational flow order under Section 11B.2 above and require Customers to deliver additional quantities at specified receipt points, or issue an OFO under Section 11B.3.C., above, to preserve storage operations; or
 - c. the transfer could require Pipeline to curtail firm services to any Customer.
2. Pipeline may issue an OFO under this Section limiting transfers before receiving notice of a transfer, after receiving notice of a transfer, or during the period that a transfer is taking place.
- E. Limitation of Availability of "From Customer's Balance" Deliveries. During any Winter Period Pipeline may issue an OFO notifying Customer that Pipeline will not make "From Customer's Balance" deliveries available under Rate Schedules GSS and GSS-II, when storage inventories in Pipeline's storage pools are below the levels that would enable Pipeline to provide such service without impeding Pipeline's performance of its firm service obligations or imposing additional OFOs on Pipeline's system. Before issuing an OFO under this Section 11B.3.E., Pipeline will stop accepting nominations for interruptible services, to the extent that refusing such nominations, in whole or in part, will alleviate the conditions that are causing Pipeline to issue this flow order.

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Second Revised Sheet No. 307A Second Revised Sheet No. 307A : Superseded
Superseding: Original Sheet No. 307A

GENERAL TERMS AND CONDITIONS
Operational Flow Orders

- F. If Customer tenders gas for injection which Pipeline, in its sole discretion, determines that it cannot receive in order to prevent damage to its storage pools or to ensure the operational integrity of Pipeline's system, then Pipeline may issue an OFO limiting Customer's injections to the Maximum Daily Injection Quantity, as defined by Rate Schedule GSS or GSS-II, whichever is applicable. Before issuing an OFO under this Section 11B.3.F., Pipeline will stop accepting nominations for interruptible services, to the extent that refusing such nominations, in whole or in part, will alleviate the conditions that are causing Pipeline to issue this flow order.

- G. Pipeline shall retain the right to make withdrawals from storage as necessary to create linepack sufficient for Pipeline to effect deliveries to Customers.

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Superseding: First Revised Sheet No. 308

GENERAL TERMS AND CONDITIONS

Operational Flow Orders

11B.4 Terms And Conditions Applicable To Transportation Service.

A. In the event that one or more Customers receiving service under Rate Schedules FT, FTNN, IT and/or MCS are overdelivering or underdelivering gas in violation of the applicable terms and conditions of their Rate Schedules, Pipeline may issue an operational flow order ("OFO") to maintain or restore a balance on Pipeline's system to protect Pipeline's system integrity and allow Pipeline to satisfy its firm service obligations.

1. Specific Instances. A Customer receiving under Rate Schedule FT, FTNN, IT and/or MCS may be subject to OFOs issued by Pipeline:

- a. to alleviate conditions that threaten the operational integrity of Pipeline's system;
- b. to maintain pressures necessary for Pipeline's operations;
- c. to ensure adequate flowing supplies are delivered to specific Receipt Points on Pipeline's system;
- d. to alleviate operational problems arising from overdeliveries or underdeliveries by Customer in violation of its Service Agreement and/or applicable Rate Schedule;
- e. Customers under Rate Schedule FT and FTNN may also be subject to OFOs issued by Pipeline:
 - (1) when Pipeline experiences or forecasts three consecutive days where Customers withdraw maximum or near-maximum quantities from storage; or
 - (2) when necessary to prevent damage to Pipeline's storage pools.
- f. Customers under Rate Schedule FTNN may also be subject to OFOs issued by Pipeline:
 - (1) when hourly takes by Customer at any Delivery Point are in excess of quantities that Pipeline can handle; or
 - (2) when conditions of Pipeline's system preclude use of "From Customer's Balance" provisions to replace supplies.

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GENERAL TERMS AND CONDITIONS
Operational Flow Orders

4. Upon the issuance of an order under this Section 11B.4, Customer must take the actions stated in the OFO. These actions may include, but are not limited to, the actions listed below.
 - a. Customer may be required to deliver supply at any of Pipeline's Receipt Points at which Customer has received an assignment of Pipeline's upstream capacity;
 - b. Customer may be required to deliver gas to Pipeline at the Primary Receipt Points under Customer's firm transportation Service Agreement;
 - c. Customer may be required to use its allocated North of Valley ("NOV") capacity to deliver full contract quantities to Pipeline at allocated Receipt Points during each day of a Winter Period or any portion thereof;
 - d. Customer may be required to conform or to equalize its receipts of gas from Pipeline to Customer's confirmed, scheduled nominations in accordance with the applicable transportation service Rate Schedule;
 - e. Customer's off system capacity releases may be terminated; and
 - f. Customer may be limited to receipts and deliveries at Primary points.
 - g. Customers under Rate Schedule FTNN may also be:
 - (1) required to limit hourly quantities received from Pipeline at any Delivery Point; and /or
 - (2) barred from using "From Customer's Balance" quantities to replace lost supplies.

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Second Revised Sheet No. 310 Second Revised Sheet No. 310 : Superseded
Superseding: Original Sheet No. 310

GENERAL TERMS AND CONDITIONS
Operational Flow Orders

1. for each Dt received by Pipeline for Customer's account in excess of 102 percent of the deliveries by Pipeline to Customer including injections into storage for Customer's account, in cases where the OFO prohibits overdeliveries; and
 2. for each Dt delivered by Pipeline to Customer in excess of 102 percent of Customer's confirmed, scheduled nominations being physically received by Pipeline, including withdrawals from storage, in cases where the OFO prohibits overdeliveries.
- E. The penalties established in 11B.4.D. above shall be in lieu of the overrun charges established in Rate Schedule FT and the excess withdrawal penalties in Rate Schedules GSS and GSS-II .
- F. Customer shall provide Pipeline with the name, fax number, and telephone number of a contact person or persons available on a twenty-four hour basis. If Customer has provided such information to Pipeline, Pipeline shall not assess the penalties established in Section 11B.4.D., above, unless Pipeline has directly communicated the OFO to one of Customer's designated contact person(s). Pipeline shall communicate such OFOs to Customer by telecopier, unless Pipeline and Customer have agreed upon other means of communication.

11B.5 Penalties For Failure To Comply With Section 11B.

- A. In the event that Pipeline issues an operational flow order ("OFO") requiring Customer to deliver quantities of gas at specific delivery points, and Customer, on any day, fails to deliver or cause delivery of its quantities at such point(s), then Customer shall be subject to the following penalties:
1. Commencing on the day that Customer fails to deliver its required quantities, and continuing until the day that Customer is delivering gas in full compliance with Pipeline's OFOs (penalty period), Customer's right to withdraw its Storage

GENERAL TERMS AND CONDITIONS
Operational Flow Orders

willful misconduct, or fraud in causing such damage or liability.

- C. Pipeline may waive any penalty otherwise applicable under this Section if, in Pipeline's sole discretion, Customer's action(s) did not cause or contribute to the circumstances which required Pipeline to issue an OFO under this Section 11B.
- D. Neither this Tariff nor any of the applicable Service Agreements executed for services hereunder contemplate any third party beneficiaries to any service, term, or condition of this Tariff or any applicable Service Agreement.
- E. In no event shall a single act, occurrence, or event that may cause Pipeline to issue an OFO result in Customer liability for more than a single penalty under this Tariff.

11B.6 Except as otherwise specifically provided in this tariff, Pipeline shall not interrupt deliveries of gas to, restrict actual receipts of gas from, or otherwise disrupt service to a customer taking service under Rate Schedules FT or FTNN, to the extent that Customer has nominated and tendered, or has caused to be nominated and tendered, its confirmed, scheduled quantities of flowing supply to Pipeline at Primary Receipt and Delivery Points, and if the operator of each Delivery Point is accepting such tendered quantities.

11C. COMPLIANCE WITH ORDER NOS. 497 AND 497-A

11C.1 Operating Personnel And Facilities Shared By Pipeline With Affiliates Or Divisions Engaged In Marketing Or Brokering Activities.

- A. Personnel. To ensure full compliance with both the letter and spirit of Order Nos. 497 et seq., and to further the policy objectives of Order Nos. 636 et seq., Pipeline's corporate parent, Consolidated Natural Gas Company, has restructured Pipeline's gas marketing activities with the creation of CNG Gas Services Corporation ("Gas Services"). Gas Services will become the company through which all future gas

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GENERAL TERMS AND CONDITIONS
Compliance with Order Nos. 497 and 497-A

merchant services of Pipeline are provided. In light of the foregoing, Gas Services is now a marketing affiliate of Pipeline. In addition to Gas Services, another of Pipeline's affiliated marketing companies is CNG Producing Company. Pipeline does not share operating personnel with any marketing affiliate, except Paul L. Plusquellec of CNG Producing Company, who is authorized to act as agent for Pipeline in certain matters concerning its Southwest properties and contracts. Pipeline does not share any operating personnel with its corporate parent.

- B. Facilities. Pipeline does not share any building or building services with Pipeline's marketing affiliates. Pipeline is located in Clarksburg, West Virginia; Gas Services is located in Pittsburgh Pennsylvania; and CNG Producing Company is located in New Orleans, Louisiana. Pipeline does not share computer systems with any marketing affiliate except that each of the Consolidated Natural Gas Company entities have access to a common mainframe computer located in Ohio. Each entity's access is restricted by the use of code names and control numbers to programs and data applicable to that entity only.

11C.2 Information And Format Required For A Valid Transportation Request. For a service request to be considered valid, it must contain the items set forth in Section 11A.1.D. above. A service request form may be obtained by writing Transportation Contracts Department, 445 West Main Street, Clarksburg, WV 26301 or by calling (304) 623-8330 or (304) 623-8399.

11C.3 Complaint Procedures.

- A. Customers or potential Customers wishing to complain or inquire about matters concerning requests for transportation should call Pipeline's Transportation Contracts Department at (304) 623-8330 or (304) 623-8399. Callers should be prepared to state with specificity the nature of the complaint, what actions or procedures of Pipeline gave rise to the complaint and the remedy sought.

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GENERAL TERMS AND CONDITIONS
Compliance with Order Nos. 497 and 497-A

D. Complaints not resolved at this point will be referred to Pipeline's legal staff.

11C.4 Information On Availability And Pricing Of Transportation Service. Pipeline delivers natural gas on an open access basis at the rates set forth in Sheet Nos. 31 through 35 of this Tariff. Customers and potential Customers may determine the availability of service by submitting valid requests for such service in accordance with Section 11A above, or by monitoring Pipeline's Electronic Bulletin Board ("EBB"). Customers may determine the availability of a discounted rate for service by requesting such rate from Pipeline in writing (including telecopy). Documentation supporting the need for the discount must accompany all such requests.

11C.5 Customer Information On Available Capacity.

- A. Customers that have valid service contracts with Pipeline may determine the capacity available for service by submitting nominations to Pipeline in accordance with Section 11A.
- B. General information regarding capacity on Pipeline's system will be made available from time to time by electronic bulletin board. Customers and potential Customers may obtain information on gaining access to this bulletin board by writing Pipeline's Transportation Contracts Department, 445 West Main Street, Clarksburg, West Virginia, 26301, or by calling (304) 623-8330 or (304) 623-8399.

11C.6 Access to Transportation Service.

- A. Pipeline will provide nondiscriminatory access to all sources of supply in accordance with Part 284 of the commission's regulations, and will not give customers of its gathering affiliate undue preference over shippers of nonaffiliated gathers or other customers in scheduling, transportation, storage or curtailment priority.
- B. Pipeline will not condition or tie its agreement to provide transportation service to an agreement by the producer, end-user, or customer relating to any service by any gathering affiliate, any services by Pipeline on behalf of its gathering affiliate, or any services in which its gathering affiliate is involved

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Sheet No. 329 Sheet No. 329 : Superseded

GENERAL TERMS AND CONDITIONS
Take-or-Pay Recovery

Sheet Nos. 329-343 are
reserved for future use.

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GENERAL TERMS AND CONDITIONS
RD&D Cost Adjustment

- B. Basis of the GRI Adjustment Charge. The rate schedules specified in Section 13.5.A. hereof shall include an increment for a GRI Adjustment Charge for RD&D. Such adjustment charge shall be that increment, adjusted to Pipeline's pressure base and heating value which has been approved by Commission orders approving GRI's RD&D expenditures. The GRI Adjustment Charge shall be reflected on Sheet Nos. 32 and 33 of this Tariff.
- C. Filing Procedure. The notice period and proposed effective date of filings pursuant to this Subsection shall be no less than thirty days unless, for good cause shown, a lesser notice period and different effective date is allowed by valid Commission order. Any such filing shall not become effective unless it becomes effective without suspension or refund obligation. To assess the GRI Adjustment Charge, Pipeline will calculate each Customer's load factor to be effective each year using the most current 12-month data available when Pipeline prepares its annual filing; provided, however, that Pipeline will assess the GRI Adjustment Charge to new customers based on each new customer's load factor for each month calculated from actual throughput for each prior month of service, until a 12-month history is established.
- D. Remittance to GRI. Pipeline shall remit to GRI, not later than fifteen (15) days after the receipt thereof, all monies received by virtue of the GRI Adjustment Charge, less any amounts properly payable to a Federal, State or local authority relating to the monies received hereunder.

14. FEDERAL ENERGY REGULATORY COMMISSION ANNUAL CHARGE ADJUSTMENT

14.1 Purpose. For the purpose of funding of the Federal Energy Regulatory Commission's costs incurred in any fiscal year, this Section 14 establishes an annual charge adjustment applicable to the Pipeline's storage and transportation rate schedules as set forth on Sheet Nos. 32, 33, 35 and 36 of this FERC Gas Tariff and all applicable transportation services under Rate Schedules in Volume No. 2 of Pipeline's FERC Gas Tariff.

14.2 Basis of the Annual Charge Adjustment. The rate schedules specified in 14.1 hereof shall include an increment for an Annual Charge Adjustment ("ACA") for Federal Energy Regulatory Commission Costs.

Effective Date: 01/05/1998 Status: Effective

FERC Docket: CP96-492-008

Fourth Revised Sheet No. 346 Fourth Revised Sheet No. 346 : Superseded
Superseding: Sub. Third Revised Sheet No. 346

GENERAL TERMS AND CONDITIONS
FERC Annual Charge Adjustment

Such adjustment shall be the ACA unit charge, adjusted to the Pipeline's pressure base and heating value, if required, which is specified by the Federal Energy Regulatory Commission each year to recover its costs for its previous fiscal year. The Annual Charge Adjustment shall be reflected on Sheet Nos. 31, 32, 33, and 35 of this Tariff and applicable sheets in Volume No. 2 of Pipeline's FERC Gas Tariff. By electing the FERC ACA unit charge method of recovery, Pipeline hereby acknowledges its intent not to recover any annual charges recorded in FERC Account No. 928 in any general rate proceeding filed under Section 4(e) of the Natural Gas Act.

14.3 Filing Procedure. The initial Annual Charge Adjustment or any subsequent changes in such assessment charge shall be filed by the Company at least thirty (30) days prior to the proposed effective date, unless, for good cause shown, a lesser notice period and different effective date is allowed by valid Commission order. The proposed effective date of filings shall be October 1 of each calendar year.

15. TRANSPORTATION COST RATE ADJUSTMENT ("TCRA")
The rates and charges applicable to Rate Schedules FT, FTNN, IT, GSS, GSS-II, MCS and any other service for which Pipeline designs rates as a derivative of any of the above stated Rate Schedules (the "Applicable Rate Schedules") are subject to adjustment to reflect changes in Transportation Costs, unrecovered fuel costs as determined in Section 16, and electric power costs as determined in Section 17. "Transportation Costs" are costs incurred by Pipeline as described in Section 15.7 for the Transmission and Compression of Gas by Others, Account No. 858, but shall not include costs that Pipeline recovers pursuant to Section 18.2.B. of the General Terms and Conditions of this Tariff.

15.1 Filing of Transportation Cost Rate Adjustment. The effective Transportation Cost Rate Adjustment under the Applicable Rate Schedules included in Pipeline's FERC Gas Tariff shall be shown on Pipeline's Tariff Sheet Nos. 31, 32, 33, and 35 in this Volume No. 1, and other applicable tariff sheets. The effective date of each Transportation Cost Rate Adjustment shall be on November 1 and April 1 of each year. Pipeline shall also be entitled to make

Effective Date: 02/01/1999 Status: Effective

FERC Docket: RP97-406-021

Fourth Revised Sheet No. 347 Fourth Revised Sheet No. 347 : Superseded

Superseding: Sub. Third Revised Sheet No. 347

GENERAL TERMS AND CONDITIONS

TCRA

additional filings, as necessary, to reflect periodic changes in Transportation Costs. Pipeline shall include in each filing of its Transportation Cost Rate Adjustment computations showing the derivation of such Adjustment.

15.2 Calculation Period and Rate Determinants. The Transportation Cost Calculation Period ("Calculation Period") shall be the twelve-month period commencing with the effective date of each of Pipeline's Transportation Cost Rate Adjustment filings referenced in Section 15.1 above. The term "Rate Determinants" means the currently effective Reservation and projected Usage billing units for each of the Applicable Rate Schedules for the Calculation Period.

15.3 Determination of Transportation Cost Rate Adjustment.

- A. Current Transportation Costs shall be the estimated Reservation and Usage Transportation Costs for the Calculation Period. The Current Transportation Rate for each rate component of each Rate Schedule shall be determined by dividing the Current Transportation Costs by the applicable Rate Determinants. Cost allocation and rate design will be done in a manner that maintains Pipeline's then-effective cost allocation and rate design, i.e., the cost allocation and rate design that underlies Pipeline's rates which have been either approved by the Commission or accepted by the Commission to be effective subject to refund.
- B. The Account No. 858 Base Tariff Rate shall be set forth on Pipeline's Sheet Nos. 31, 32, 33, 34, 35 and 36. Pipeline will file and make effective new Account No. 858 Base Tariff Rates as part of Pipeline's future general rate filings made under Section 4 of the Natural Gas Act and shall bear the burden of proof on the reasonableness of such Account No. 858 Base Tariff Rates. The Stipulation and Agreement in Docket Nos. RP97-406, et al., established Account No. 858 Base Tariff Rates reflecting a cost level of \$35,826,097.
- C. The TCRA shall be the Account No. 858 Base Tariff Rate, minus the Current Transportation Rate, plus any Unrecovered Transportation Cost Surcharges, plus the EPCA. The TCRA shall be set forth on Pipeline's rate tariff sheets and shall be added to or subtracted from the Account

Effective Date: 02/01/1999 Status: Effective

FERC Docket: RP97-406-021

Fourth Revised Sheet No. 348 Fourth Revised Sheet No. 348 : Superseded

Superseding: Sub. Third Revised Sheet No. 348

GENERAL TERMS AND CONDITIONS

TCRA

No. 858 Base Tariff Rate, as appropriate, to determine the Current Rate for all of Pipeline's services under the Applicable Rate Schedules.

15.4 Unrecovered Transportation Cost Account.

- A. Pipeline shall maintain an Unrecovered Transportation Cost Account for the collection of Costs under the Applicable Rate Schedules as a subaccount to Account No. 186. This account shall be segregated between services (total transportation, firm transportation only, GSS-TETCO, and storage) and between rate components. The Unrecovered Transportation Cost Account shall be (a) debited by Pipeline's actual Transportation Costs, and (b) credited by the revenues received attributable to Transportation Costs reflected in Pipeline's rates. Such credits shall be determined by multiplying (i) the actual Reservation and Usage billing units under the Applicable Rate Schedules for the billing month by (ii) the Current Transportation Rate, as determined in accordance with Section 15.3. The Unrecovered Transportation Cost Account shall also be debited or credited by the transfer of the Unrecovered Fuel Cost Reimbursement Subaccount and the Unrecovered EPC Reimbursement Subaccount.
- B. All Transportation Cost refunds, surcharges, and out-of-period adjustments (collectively, "adjustments") received by Pipeline, applicable to services performed for Pipeline during the period this Section 15 remains effective, shall be debited or credited to the appropriate subaccount.
 1. Pipeline will maintain a refund subaccount of Account No. 186 for each service as specified in Section 15.4.A. If, at month's end, the refund subaccounts have a credit balance of \$2 million or more, a refund will be made in accordance with Section 15.4.G., below.
 2. Pipeline will also maintain a refund subaccount in the Transportation Cost subaccount of Account No. 186, which shall consist of any cumulative proceeds from the sale of gathering or products extraction facilities, or from sales of base gas during the Settlement Period established in Docket Nos. RP97-406, et al., in excess of aggregate net book value, up to the then-cumulative level of facility costs that Pipeline has recovered from its

Effective Date: 02/01/1999 Status: Effective
FERC Docket: RP97-406-021

Sixth Revised Sheet No. 349 Sixth Revised Sheet No. 349 : Superseded
Superseding: Sub. Fifth Revised Sheet No. 349

GENERAL TERMS AND CONDITIONS
TCRA

Customers in accordance with Section 18.2.A of the General Terms and Conditions. If the refund subaccount contains a credit balance of \$2 million or more at the time of Pipeline's annual filing pursuant to this Section 15, then Pipeline will credit its Transportation Cost Rate Adjustment with such proceeds as part of such annual filing. Such credit will reduce the amount of cumulative proceeds to be credited prospectively.

- C. Each month the Transportation Cost sub-account of Account No. 186 shall be credited by revenues received by Pipeline as a result of any temporary assignment of pipeline capacity. Revenues will be credited on an as-billed basis. Revenues received by Pipeline that exceed the usage component of rates charged by the upstream pipeline will be credited to the reservation component.
- D. Beginning on January 1, 1998, Pipeline will credit each month a sub-account of Account No. 254 by the penalty revenues received by Pipeline from its affiliates. As part of each annual filing pursuant to this Section 15, Pipeline will file a schedule setting forth the amount of penalty revenues received from each offending affiliated Customer, and a refund plan to flow these revenues back to non-offending firm Customers, in proportion to their reservation billing units. Pipeline shall refund such penalty revenues to non-offending Customers by means of a credit to customer bills.
- E. Each month the Transportation Cost sub-account of Account No. 186 shall be debited (in the event of a debit balance) or credited (in the event of a credit balance) with interest on the prior month's ending balance calculated by utilizing the procedures set forth in Section 33 of the General Terms and Conditions.
- F. The allocation of Pipeline's actual Transportation Costs in Section 15.4.A. to the appropriate service will be done in accordance with the then-effective allocation percentages and methodologies that underlie Pipeline's rates which have either been approved by the Commission or accepted to be effective subject to refund.

Effective Date: 02/01/2000 Status: Effective

FERC Docket: RP00- 15-001

Second Revised Sheet No. 350A Second Revised Sheet No. 350A : Superseded
Superseding: Sub. First Revised Sheet No. 350A

GENERAL TERMS AND CONDITIONS
TCRA

15.5 Unrecovered Transportation Cost Surcharges. Each November 1, Pipeline shall adjust its rates either positively or negatively to include a surcharge to recover or return the balance in the applicable Account Nos. 186 and 254 subaccounts as of the preceding June 30. Separate surcharges shall be determined for each service and rate component. Such surcharges shall be determined for each rate component of each of the Applicable Rate Schedules by dividing the balance in the applicable Account Nos. 186 and 254 subaccounts as of the preceding June 30 by the Rate Determinants. In addition, Pipeline will calculate the difference between "Actual Transportation Costs" and "Current Transportation Costs." "Actual Transportation Costs" shall include: [i] all costs of transactions identified in General Terms and Conditions Section 15.7 or successor transactions; [ii] reduced by any refunds of Account No. 858 costs received for services rendered after January 31, 2000 consistent with the cost responsibility of CNG and its customers during the refund period; and [iii] further reduced by revenues received as a result of Account No. 858 transportation capacity released. If Actual Transportation Costs are less than Current Transportation Costs, then fifty percent of any amount by which Actual Transportation Costs are less than Current Transportation Costs shall be returned to customers as an adjustment to the Pipeline's Unrecovered Transportation Cost Surcharge.

15.6 Termination Provision.

A. At such time as the provisions of this Section 15 are terminated, (i) any net credit balance in the Account No. 186 subaccounts, Unrecovered Transportation Costs, shall be refunded to Customers or (ii) any net debit balance shall be due and payable by Customers in a separate surcharge to be collected over a one-year period. Any net credit or debit balance remaining at the termination of the one-year surcharge period shall be (a) refunded or (b) due and payable by Customers as a direct bill, as appropriate. All refunds or payments to be made under this Section shall be allocated based upon the Reservation billing units on the date of termination and Usage billing units for the Applicable Rate Schedules for the twelve months preceding the termination of this provision.

B. All Transportation Cost adjustments and refunds as described in Section 15.4.B received by Pipeline after the termination of this provision will be handled as in Section 15.6.A.

Effective Date: 01/01/1998 Status: Effective

FERC Docket: RP97-406-005

Sub. Fourth Revised Sheet No. 354 Sub. Fourth Revised Sheet No. 354 : Superseded
Superseding: Third Revised Sheet No. 354

GENERAL TERMS AND CONDITIONS
Fuel Adjustment Provision

the products extraction fuel and shrinkage costs reflected in base rates is \$19,007,110 on an annual basis. This amount shall be modified by Pipeline in its general rate change proceedings under Section 4 or 5 of the Natural Gas Act.

- D. Carrying charges on the prior month's ending balance calculated by utilizing the procedures set forth in Section 33 of the General Terms and Conditions.

The Unrecovered Fuel Cost Reimbursement Subaccount will be adjusted to remove the effects of the cost of fuel capitalized, the net effect of exchange and transportation imbalances, and the net effect of third-party pipeline cash-in/cash-out amounts. Storage injections and withdrawals shall be valued at the current replacement cost of gas. The cost of natural gas purchased shall include any cost of transporting gas to Pipeline's system. Entries into the subaccount shall be allocated between transportation and storage services consistent with the functional cost allocations underlying Pipeline's base rates.

- 16.5 Fuel Reimbursement Cost Recovery. Each June 30, Pipeline shall transfer the balance of the Unrecovered Fuel Cost Reimbursement Subaccount to the appropriate subaccounts of the Unrecovered Transportation Cost Account. The TCRA to become effective each November 1 shall be calculated to amortize the balance in the combined account consistent with Section 16.4.
- 16.6 Transportation Service Fuel Retention Percentage. The Transportation Service Fuel Retention Percentage shall be determined by dividing the Projected Transportation Fuel Quantity by the projected Transportation Quantity for the Effective Period.
- 16.7 Storage Service Fuel Retention Percentage. The Storage Service Fuel Retention Percentage shall be determined by dividing the Projected Storage Fuel Quantity by the projected Storage Quantity for the Effective Period.

Effective Date: 07/01/1994 Status: Effective

FERC Docket: RP94- 96-000

Alternate First Revised Sheet No. 355 Alternate First Revised Sheet No. 355 : Superseded
Superseding: Substitute Original Sheet No. 355

GENERAL TERMS AND CONDITIONS
Fuel Adjustment Provision

16.8 Phase-Out Provision. If at any time, all or a portion of this Section 16 is rescinded, terminated or eliminated by Pipeline or a third party for any reason, Pipeline shall be entitled to file and place into effect substitute tariff provisions for the recovery of fuel, company used and lost and unaccounted for gas on a current basis. Pipeline shall direct bill or refund, on a pro-rata basis, the remaining balance in the Unrecovered Fuel Cost Reimbursement Subaccount based on the billing determinants used in Pipeline's most recent TCRA filing.

17. LNG AMORTIZATION SURCHARGE

Pipeline is authorized to collect from certain Customers an amount billed to Pipeline by Consolidated System LNG Company. The amount to be billed to Pipeline and the amounts payable by each affected Customer are set forth in Appendix I of the January 28, 1988, order of the FERC, Consolidated System LNG Company, 42 FERC 61,078, as modified on Sheet No. 17 of the FERC Gas Tariff of Consolidated System LNG Company, Original Volume No. 1. The applicable LNG Amortization Surcharge shall be payable by such current Customers under only one of the following Rate Schedules, as designated by Pipeline: FT, FTNN, GSS or GSS-II. Any former sales customer that took service under the terms of Pipeline's FERC Gas Tariff, First Revised Volume No. 1, but assigned its rights to capacity to third parties shall continue to pay the LNG Amortization Surcharge as a continuing and surviving obligation under the service agreements that were assigned.

18. TRANSITION COST ADJUSTMENTS

This Section provides Pipeline with authorization to recover from its Customers all prudently incurred costs resulting from Pipeline's restructuring of services in accordance with Order Nos. 636 et seq. "Transition costs," as defined herein, include (1) the balance of and out-of-period adjustments to Pipeline's Account No. 191, Unrecovered Purchased Gas Costs and certain amounts in Pipeline's Account No. 186; (2) stranded costs under Order No. 636 et seq. or their progeny; (3) the costs of any new facilities required to be installed or contracts undertaken in response to Order Nos. 636 et seq.; and (4) transition costs incurred by the Pipeline from upstream pipeline suppliers.

GENERAL TERMS AND CONDITIONS
Electric Power Cost Adjustment

- C. The "Effective Period" is the twelve-month period commencing with the effective date of any rate change made under this Section 17.
 - D. The "Rate Determinants" are the projected Reservation and Usage billing units for each of the Applicable Rate Schedules for the Effective Period.
- 17.3 Filing and Effective Date. The effective EPCA under the Applicable Rate Schedules shall be included as part of the TCRA, which is set forth on Sheet Nos. 31 through 37 in this Volume No. 1, and other applicable sheets in Pipeline's FERC Gas Tariff. The effective date of each EPCA shall be November 1 and April 1 of each year. Pipeline shall also be entitled to make additional filings, as necessary, to reflect periodic changes in Electric Power Costs. All filings made by Pipeline pursuant to this Section 17 shall be made at least 30 days prior to the effective date, and shall include the following information by month and by function, as applicable: (1) projected electric power utilization; (2) Projected Electric Power Costs; and (3) the source(s) from which Pipeline expects to purchase electric power or incur EPCs. Pipeline shall also include, in each EPCA filing, computations showing the derivation of such Adjustment.
- 17.4 Determination of EPCA. The EPCA for each rate component of each Rate Schedule shall be determined by dividing the Projected Electric Power Costs by the applicable Rate Determinants. Cost allocation and rate design will be done in a manner that maintains the cost allocation and rate design that underlies Pipeline's then-effective rates, which have been either approved by the Commission or accepted by the Commission to be effective subject to refund.
- 17.5 Unrecovered EPC Reimbursement Subaccount. Pipeline shall maintain as a subaccount of Account No. 186 the Unrecovered EPC Reimbursement Subaccount, for the sole purpose of determining EPC adjustments pursuant to this Section 17. The Unrecovered EPC Reimbursement Subaccount will be debited or credited, as appropriate, each month for the following:
- A. the difference between collections under the EPCA and Pipeline's actual Electric Power Costs; and
 - B. prior period adjustments to the Electric Power Costs incurred by Pipeline; and

Effective Date: 01/13/1994 Status: Effective
FERC Docket: RP94- 31-001

First Revised Sheet No. 358 First Revised Sheet No. 358 : Superseded
Superseding: Original Sheet No. 358

GENERAL TERMS AND CONDITIONS
Transition Cost Adjustments

March 31, 1995. Customers are placed on notice that Pipeline, after termination of its purchased gas adjustment clause, may incur purchased gas costs arising under any contract as a result of an arbitration or mediation order, court order, or settlement of litigation, including any contract assigned by Pipeline under Article XIII.A of the Stipulation and Agreement approved by the Commission in Docket No. RS92-14-000. In such event, Pipeline may file to recover any such costs in its rates under Section 4 of the Natural Gas Act. The eligibility and prudence of any claimed costs shall be issues to be resolved in the Section 4 proceedings.

- E. Account No. 186. Pipeline shall create new subaccounts of Account No. 186 to record over- and under-recoveries of Transportation Costs as permitted by Section 15 of the General Terms and Conditions of this Tariff. Account No. 186 subaccounts shall also be used to (1) record out-of-period adjustments associated with transportation services received prior to the effective date of this tariff provision, (2) record refunds of costs associated with transportation services received prior to the effective date of this tariff provision, (3) make and record all entries of amounts received by Pipeline as a result of the direct bill, and (4) record all carrying costs. Pipeline will be permitted to accrue carrying charges on its Account No. 186 subaccount balances before and after March 31, 1995.

- F. If on or before March 31, 1995, Pipeline receives PGA-related refunds from its suppliers or TCRA-related refunds from its transporters attributable to services rendered prior to October 1, 1993, Pipeline shall flow through such refunds to its Customers by offsetting Account No. 191 and Account No. 186 Transition Costs; provided, however, that Customers that receive service exclusively under Rate Schedules GSS, GSS-II, FT, or IT shall receive their refunds either in cash or as a credit to their next regular bill(s) for service. If after March 31, 1995, Pipeline receives PGA-related refunds from any of its gas suppliers attributable to service rendered prior to October 1, 1993, Pipeline shall refund the amount received, in cash, to its customers, with each

Effective Date: 12/31/1996 Status: Effective

FERC Docket: RP97-212-000

Second Revised Sheet No. 358A Second Revised Sheet No. 358A : Superseded
Superseding: First Revised Sheet No. 358A

GENERAL TERMS AND CONDITIONS
Transition Cost Adjustments

Customer's share determined in accordance with the percentages set forth on Sheet No. 58.

18.2 Stranded Costs. Pipeline shall recover from its Firm Customers two types of Stranded Costs: Stranded Costs and Stranded Account No. 858 Costs.

A. Stranded Costs.

1. Pipeline shall recover Stranded Costs from its Customers by filing general rate change applications with the Commission, in accordance with the requirements of Section 4 of the Natural Gas Act and 18 C.F.R. Section 154. The eligibility and prudence of any claimed costs shall be issues to be resolved in the Section 4 proceedings.
2. In any general rate filings made on or before July 1, 1997, the Commission's test period regulations, 18 C.F.R. Section 154.303 shall be waived to permit Pipeline to recover Stranded Costs incurred outside the test period of the Section 4 filings. Pipeline shall be permitted to defer recognition of any Stranded Cost on its books of account pending the resolution of the general Section 4 filings described in Section 18.2.A.1. In instances involving Pipeline's sale of gathering facilities to non-affiliated parties at a net loss, Pipeline shall seek to recover such net losses in the next general rate proceeding after the incurrence or deferral of such costs, without the requirement that Pipeline further unbundle its gathering system. Pipeline shall seek to recover other Stranded costs related to the gathering system in the next general rate proceeding after the incurrence or deferral of such costs in which Pipeline seeks to further unbundle its gathering rates. Pipeline shall seek to recover other Stranded costs in the next general rate proceeding after the incurrence or deferral of such costs. This waiver of test period regulations shall extend to any rate case filed on or before July 1, 1997; provided, however, that nothing in this Tariff shall be deemed to prohibit Pipeline's recovery of Stranded Costs in any Section 4 rate filing after July 1, 1997.

Effective Date: 01/01/1996 Status: Effective

FERC Docket: RP94- 96-016

First Revised Sheet No. 359 First Revised Sheet No. 359 : Superseded
Superseding: Substitute Original Sheet No. 359

GENERAL TERMS AND CONDITIONS
Transition Cost Adjustments

3. Pipeline shall recover these Stranded Costs, less 1.38 percent allocated to Rate Schedule IT customers in Pipeline's base rates, through a surcharge on all Part 284 transportation determined by averaging the following two surcharges: (1) a surcharge determined by using billing determinants that include 100 percent of Part 284 FT and FTNN billing determinants, excluding FT-GSS and FTNN-GSS billing determinants; and (2) a surcharge determined by using billing determinants that include 100 percent of Part 284 FT and FTNN billing determinants, including FT-GSS and FTNN-GSS billing determinants. The surcharge shall be collected from Pipeline's Part 284 customers over 100 percent of the FT and FTNN reservation billing units and 42 percent of the FT-GSS and FTNN-GSS reservation billing units.
 4. Pipeline shall be entitled to file revised tariff sheets to become effective on August 1 of each year, in accordance with this Section 18.2.A., to revise the Stranded Cost surcharge set forth in Appendices A and B of the RP94-96 Stipulation. Such filings will be limited Section 4 rate changes that will be made no less than 30 days prior to the proposed effective date. Each annual filing shall be accompanied by supporting workpapers showing the principal amount of the Stranded Costs, the estimated and actual interest accrued on this principal at the FERC interest rate, any adjustments thereto, the billing determinants and the calculation of the unit surcharges to be applied to the reservation charges. The surcharges shall be designed to collect a principal amount of \$4,282,662 in stranded facility costs, plus actual interest at the FERC rate, over the reservation charge billing units that will be in effect during the five-year amortization period.
- B. Stranded Account No. 858 Costs.
1. In the event Pipeline's existing Transportation Cost Rate Adjustment, Section 15, above, is

Effective Date: 05/01/1995 Status: Effective
FERC Docket: RP95-222-000

First Revised Sheet No. 360 First Revised Sheet No. 360 : Superseded
Superseding: Original Sheet No. 360

GENERAL TERMS AND CONDITIONS
Transition Cost Adjustments

charges for firm transportation services rendered under Part 284 of the Commission's regulations, in the manner to be determined in the Section 4 proceeding.

B. Stranded Account No. 858 Costs.

1. In the event Pipeline's existing Transportation Cost Rate Adjustment, Section 15, above, is suspended or terminated, in whole or in part, or for any other reason does not recover Account No. 858 costs, Pipeline shall recover its Stranded Account No. 858 Costs from its Customers by means of a surcharge or surcharges to the reservation charges for firm transportation services rendered under Part 284 of the Commission's regulations, in the manner to be determined in the limited Section 4 proceedings provided for by this Section 18.2.B.
2. The term "Stranded Account No. 858 Costs" shall be defined as: amounts in cash or other consideration incurred by Pipeline to buyout or buydown any transportation or storage arrangement on an upstream pipeline, which has not been otherwise terminated, released or abandoned in accordance with FERC procedure, or assigned under this Tariff and is not needed by Pipeline for the continued operation of its unbundled jurisdictional services. For purposes of this Section 18.2.B., Stranded Account No. 858 Costs shall include amounts paid to such upstream pipelines that are not needed by the Pipeline and that are not otherwise recoverable in Pipeline's rates pursuant to Section 15 of the General Terms and Conditions of this Tariff.
3. Pipeline shall be entitled to file revised tariff sheets to become effective on February 1, May 1, August 1 and November 1 of each year, in accordance with this Section 18.2.B. to establish or revise a surcharge or surcharges applicable to its reservation charges and designed to recover its Stranded Account No. 858 costs. The filings will be limited Section 4 rate changes that will

Effective Date: 08/01/1995 Status: Effective
FERC Docket: RP95-366-001

Second Revised Sheet No. 361 Second Revised Sheet No. 361 : Superseded
Superseding: First Sheet No. 361

GENERAL TERMS AND CONDITIONS
Transition Cost Adjustments

be made no less than 30 days prior to the proposed effective date. Each quarterly filing shall be accompanied by supporting workpapers showing the Stranded Account No. 858 Costs, any adjustments thereto, the billing determinants and the calculation of the unit surcharge or surcharges to be applied to the reservation charges. The surcharge or surcharges shall be designed to collect all actually incurred Stranded Account No. 858 Costs over some or all of the reservation charge billing units for firm transportation service that will be rendered under Part 284 of the Commission's regulations during the three month period that the surcharge will be in effect.

4. As part of Pipeline's February 1 filing each year, Pipeline shall file a report with the Commission documenting the billing and recovery of amounts accrued as Stranded Account No. 858 Costs. The report shall calculate any under- or over-recovery of Stranded Account No. 858 costs actually incurred during the effective period of the surcharge ending October 31 of the previous year. As part of Pipeline's February 1 filing it shall adjust its Stranded Cost Surcharge to return any over-collection or applicable refunds to its Customers or to collect any under-collection from its Customers, including interest as appropriate.

18.3 New Facility Costs.

- A. Pipeline shall be permitted to increase its jurisdictional rates to recover from its Firm Customers New Facility Costs incurred by Pipeline to comply with Order Nos. 636 et seq. by filing a general Section 4 rate change application with the Commission.
- B. The term "New Facility Costs" shall be defined as: all costs incurred by Pipeline to comply with the provisions of Order No. 636 et seq. including, but not limited to capital costs, operation and maintenance costs, and administrative and general costs.

Effective Date: 06/15/1998 Status: Effective
FERC Docket: RP98-91-007

2nd Sub. Third Revised Sheet No. 361A 2nd Sub. Third Revised Sheet No. 361A : Superseded
Superseding: Original Sheet No. 361A

GENERAL TERMS AND CONDITIONS
Transition Cost Adjustments

18.4 Upstream Supplier Transition Costs. Pipeline shall not be responsible for any transition costs associated with upstream pipeline capacity that Pipeline has assigned pursuant to Order Nos. 636 et seq. If Pipeline's upstream suppliers assess Pipeline for a portion of their Transition Costs under Order Nos. 636 et seq., and Pipeline is not expressly authorized under other provisions of this Tariff to recover such costs, then Pipeline shall be entitled to make a limited Section 4 filing to direct bill such costs to its Customers, in accordance with the Commission's order issued March 31, 1993, in Docket No. RP93-90-000, et al.

18.5 Accelerated Cost Recovery Mechanism ("ACRM")

- A. For the thirty Month period commencing July 1, 1998, Pipeline shall assess a reservation surcharge, designated as the ACRM Surcharge, on all Rate Schedule FT and FTNN services. The revenues collected through the ACRM, excluding interest, will be applied to reduce Pipeline's gathering rate base.
- B. The ACRM Surcharge will be set forth on Sheet Nos. 32 and 33 of Pipeline's Tariff.

Effective Date: 01/05/1998 Status: Effective
FERC Docket: RP97-406-005

Sub. Third Revised Sheet No. 364 Sub. Third Revised Sheet No. 364 : Superseded
Superseding: Sub. Second Revised Sheet No. 364
GENERAL TERMS AND CONDITIONS
Rate Schedules and Service Agreements

or regulations of any such duly constituted authorities.

- E. The interpretation and performance of any Service Agreement executed hereunder shall be in accordance with the laws of the State of West Virginia, without recourse to the law regarding conflict of laws.

21.4.. Negotiated Rates.

- A. Notwithstanding anything to the contrary in this Tariff, Pipeline may charge a Negotiated Rate for service under any rate schedule to any Customer that has access to serve at the rates set forth in the applicable rate schedule and agrees to pay such Negotiated Rate. Pipeline's maximum applicable tariff rate ("Recourse Rate") is available for any Customer that does not agree to a Negotiated Rate with Pipeline.
- B. A Negotiated Rate shall mean a rate for service where, for some portion of the contract term, one or more of the individual rate components exceeds the maximum charge, or is less than the minimum charge, for such component.
- C. Where a Negotiated Rate, when calculated on a 100% load factor basis, exceeds Pipeline's Recourse Rate for that service, for the purposes of curtailment or interruption pursuant to Section 11.3.A, above, a shipper paying said Negotiated Rate would be considered to have paid the Recourse Rate for such services. For purposes of Section 24.2.A, below, the highest rate that Customer must match in order to continue to receive service is the Recourse Rate applicable to such service.
- D. In order to effectuate a Negotiated Rate, Pipeline shall file a numbered tariff sheet in this Volume No. 1, stating: Customer's exact legal name, the Negotiated Rate or rate formula, applicable Rate Schedule, Receipt and Delivery Points, contract quantities, and an affirmation that the affected service agreement(s) does not deviate in any material aspect from the form of service agreement in this Tariff.

Effective Date: 01/05/1998 Status: Effective

FERC Docket: RP97-406-005

Sub. Second Revised Sheet No. 367 Sub. Second Revised Sheet No. 367 : Superseded

Superseding: Substitute First Revised Sheet No. 367

GENERAL TERMS AND CONDITIONS

Capacity Release

recall provisions, must be objective, nondiscriminatory, and applicable to all bidders.

1. Such conditions may include contract quantity, duration and price; however, the Releasing Customer is not required to specify a minimum acceptable quantity, duration or price.
 2. Releasing Customer cannot tie bidders to other compensation, which is not related to the release transaction.
 3. Such conditions may not conflict with Pipeline's Tariff, but may add provisions that are specific to the release transaction.
- D. Withdrawal of Offers or Bids. Releasing Customer may withdraw its offer during the bid period, where unanticipated circumstances justify and no minimum bid has been made. Offers are binding until written or electronic notice of withdrawal is received by Pipeline. Bids are binding until written or electronic notice of withdrawal is received by Pipeline; provided, however, that bids cannot be withdrawn after the bid period ends. After such a withdrawal, the bidder may not subsequently submit a lower bid for the same posted offer of released capacity.
- E. Exemptions from Bidding Procedure.
1. Prearranged Deals. If a potential Replacement Customer identified by Releasing Customer prior to posting under this Section 23 ("Designated Replacement Customer") agrees to pay the maximum rate and to meet all other terms and conditions proposed by the Releasing Customer, the release is not subject to bidding, but will be posted in accordance with Section 23.3.E, below.
 2. Releases For Less Than 31 Days. Releases of less than 31 days are not required to be posted for bidding. Unless otherwise exempt under Section 23.2.E.1., above, such releases may

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2nd Sub Second Revised Sheet No. 369 2nd Sub Second Revised Sheet No. 369 : Superseded
Superseding: First Revised Sheet No. 369

GENERAL TERMS AND CONDITIONS
Capacity Release

is Pipeline's currently-effective maximum rate for service applicable to Releasing Customer, plus all applicable surcharges and transition costs, excluding any marketing fees. This maximum rate applies notwithstanding any discounts granted under the Service Agreement between Releasing Customer and Pipeline. The posted notice must specify whether the Releasing Customer will consider bids on a volumetric basis; if so, the maximum applicable reservation rate shall be the 100% load factor derivative of applicable reservation charges, as set forth on Sheet Nos.32, 33, and 37 of Pipeline's Tariff. The usage portion of the rate will not be taken into consideration when determining the "best bid." Unless Pipeline and Replacement Customer subsequently negotiate different usage rate components as permitted by the applicable Rate Schedule, Replacement Customer shall pay the usage rates otherwise applicable to Releasing Customer. Where Releasing Customer is subject to a Negotiated Rate, the Recourse Rate shall be used for purposes of bidding under this Section 23.

7. Duration of the release, and any minimum acceptable term, including the specific starting and ending dates a minimum term of one day shall apply to releases. Releases may commence at any time of the month.
8. Whether the release is to be permanent or temporary. Permanent releases are subject to pregranted abandonment, as provided under 18 C.F.R. Section 284.221.
9. Criteria for evaluating bids, and for breaking ties among equivalent bids. If no criteria are specified, Pipelines default standards shall apply, as described in Section 23.3., below.

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First Revised Sheet No. 370 First Revised Sheet No. 370 : Superseded
Superseding: Substitute Original Sheet No. 370

GENERAL TERMS AND CONDITIONS
Capacity Release

12. Whether the Releasing Customer will entertain contingent bids, and if so, (a) the time period during which each contingent bidder must clear its contingency, and (b) whether, and for what time period, the next-highest bidder will be utilizing the subject capacity, or if no winning bidder is currently utilizing the subject capacity, then to the bidder who submitted its winning bid first in time; provided that if a Designated Replacement Customer submits a "winning bid," then Pipeline must contract with such Designated Replacement Customer.
13. Any other conditions applicable to the release.
 - a. If a release includes the aggregation of capacity on other pipelines in addition to Pipeline, the maximum rate to be charged for such aggregated capacity (by all parties) to Replacement Customer may not exceed the sum of the maximum rates applicable to each affected pipeline's service. Releasing Customer is responsible for posting such aggregate releases on the bulletin board of each pipeline upon which capacity is released.
 - b. With the consent of the affected Releasing Customers, Pipeline may combine releases posted by several Releasing Customers into one replacement contract to improve marketability.
- G. Within the posted bid period, a bidder seeking capacity at terms that meet or exceed the minimum terms of the release must post its complete bid on Pipeline's EBB.
 1. Such bids must be in the most current form of Bid Agreement, as posted on Pipeline's EBB, which when executed by Pipeline will constitute a binding contract.
 2. The name of the bidder will not be revealed on Pipeline's EBB unless the bidder submits a winning bid.

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First Revised Sheet No. 371 First Revised Sheet No. 371 : Superseded
Superseding: Substitute Original Sheet No. 371

GENERAL TERMS AND CONDITIONS
Capacity Release

23.3 Evaluating Bids.

- A. Pipeline shall determine the "best bid," in accordance with the nondiscriminatory criteria posted by Releasing Customer in the Release Notice; provided, however, that Pipeline shall reject any bid which does not match any single minimum specification of the posted notice. If there are multiple bids meeting minimum conditions, Pipeline will award the bids, best bid first, until all offered capacity is awarded.
- B. Evaluation Criteria. In its posted notice, Releasing Customer must specify one of the following bid evaluation mechanisms:
 - 1. NPV Method. The net present value of the bid quantity, multiplied by the bid price, discounted over the bid term by the effective Commission interest rate.
 - 2. Net Revenue Method. The value of the bid quantity, multiplied by the bid price,
 - 3. An alternate objective method chosen by Releasing Customer, and specified in the posted notice. Such method must be objectively stated, applicable to all bidders, and not unduly discriminatory. Such method must be stated with sufficient specificity to enable Pipeline to reasonably determine and apply the method or formula to be used, in order to rank all bids received, utilizing the elements contained in the Bid Agreement. Such alternate method shall not be subject to the timeline specified in Section 23.2.B., above; Pipeline and Releasing Customer shall determine a mutually-agreeable timeline, appropriate under the circumstances, prior to posting the notice of such offer. The applicable timeline must be included in the posted notice.
 - 4. If Releasing Customer does not designate an evaluation standard in the posted notice of the release, the best bid shall be determined as follows: the bidder submitting the highest bid rate, within the applicable minimum and maximum rates, shall win.
- C. Tie-Breaking Method. If more than one bidder wins under the applicable evaluation criteria, the capacity

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Second Sub. Orig. Sheet No. 372
Superseding
Substitute Original Sheet No. 372

GENERAL TERMS AND CONDITIONS
Capacity Release

method specified in Releasing Customer's posted notice. If Releasing Customer does not designate a tie-breaking method, then the capacity will be allocated as follows: first to the winning bidder who submits a non-contingent bid, as opposed to bids on a contingent basis. If more than one winning bid is non-contingent, then to the bidder that is currently utilizing the subject capacity, or if no winning bidder is currently utilizing the subject capacity, then to the bidder who submitted its winning bid first in time; provided that if a Designated Replacement Customer submits a "winning bid," then Pipeline must contract with such Designated Replacement Customer.

D. Matching Period. In the event that Releasing Customer has a Designated Replacement Customer who does not submit a winning bid, then Pipeline must give such Designated Replacement Customer an opportunity to match the terms and conditions of the winning bid, as provided in the posted notice under Section 23.2.F.11.

Pipeline's EBB, immediately after the bid is awarded, including the name of the winning bidder.

term releases (releases for less than one calendar month) in accordance with the following schedule.

its posted notice, for short-term release offers with a Bidding Period that ends at noon, Pipeline shall notify the winning bidder by 6 p.m., Eastern Time, on that same Business Day.

will contract with the winning bidder by 6 p.m., Eastern Time. The winning bidder, as Replacement Customer, may then submit nominations for service from Pipeline in accordance with the provisions of Section 11A of the General Terms and Conditions of Pipeline's Tariff.

basis, then:

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Sub. Third Revised Sheet No. 373 Sub. Third Revised Sheet No. 373 : Superseded

Superseding: Second Revised Sheet No. 373

GENERAL TERMS AND CONDITIONS

Capacity Release

- F. A posted offer of release shall expire without award if Pipeline is unable to contract with a bidder before the commencement of the term for the offered capacity.

23.4 Contracting.

- A. Pipeline must contract directly with the bidders who make the best bids, as determined above. Subject to agreement by the winning bidders to pay the maximum applicable usage and fuel charges, Pipeline must accept the bids and contract to provide the released capacity to the winning bidders, by executing the winning bidders' Bid Agreements upon award of the winning bids. Such executed Bid Agreement shall become an Exhibit to the Capacity Release Agreement between each winning bidder, as Replacement Customer, and Pipeline. Replacement Customer, like any other Customer, shall be subject to all applicable provisions of Pipeline's FERC Gas Tariff.
- B. Unless Pipeline expressly agrees otherwise, Releasing Customer's Service Agreement with Pipeline shall remain in effect until the normal expiration of the contract term, notwithstanding any capacity release transaction.
 - 1. Releasing Customer shall remain liable on its contract with Pipeline, and shall pay all applicable reservation charges, and related surcharges and interest, for released capacity, directly to Pipeline; provided, however, that Pipeline and Customer may, in connection with their agreement to a Negotiated Rate, agree upon Releasing Customer payment obligations and procedures and crediting mechanisms in the event of a capacity release that vary from or are in addition to those set forth herein. The provisions of this Section 23.4.B.1. do not authorize Pipeline to negotiate terms and conditions of service. In the case of permanent releases, Pipeline will not unreasonably refuse

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Third Revised Sheet No. 374 Third Revised Sheet No. 374 : Superseded
Superseding: Sub. Second Revised Sheet No. 374

GENERAL TERMS AND CONDITIONS
Capacity Release

to relieve Releasing Customer from liability
under its Service Agreement.

2. Unless otherwise agreed under Section 23.4.C. below, Releasing Customer will receive a contingent credit for reservation charges and associated surcharges actually paid to and received by Pipeline, attributable to capacity rights released by Releasing Customer.
 - a. Pipeline will grant Releasing Customer a contingent credit for the reservation charges and reservation-related surcharges attributable to capacity rights released by such customer. In the event Pipeline is not paid the applicable reservation charges for the released capacity, Pipeline shall have the right to reverse such contingent credit and to charge applicable interest to Releasing Customer.
 - b. Pipeline will fully credit Releasing Customer for Reservation Charges and reservation-related surcharges paid, up to Pipeline's authorized maximum rate, even if such revenues exceed any discounted rate contractually payable by Releasing Customer for the released capacity.
 - c. Reservation Charge credits to Releasing Customer will be reduced by any marketing fees applicable to releases in which Pipeline actively markets the capacity, as negotiated between Pipeline and Releasing Customer.

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First Revised Sheet No. 375 First Revised Sheet No. 375 : Superseded

Superseding: Sub. Original Sheet No. 375

GENERAL TERMS AND CONDITIONS
Capacity Release

- d. In the event of partial payments by Replacement Customer, funds will first be used to pay reservation charges and related surcharges, whether owed to Pipeline or to Releasing Customer.
3. Refunds will be allocated first to Replacement Customer, to the extent required to ensure that Replacement Customer has not paid more than the just and reasonable rate for service from Pipeline. To the extent that Pipeline owes refund amounts attributable to the released transaction in excess of the amounts refunded to Replacement Customer, then Pipeline will make such refunds to Releasing Customer.
- C. Upon mutual agreement between Pipeline and Releasing Customer, Pipeline will not bill Replacement Customer but will bill Releasing Customer for charges under this Section, and Releasing Customer may bill Replacement Customer; provided, however, that: (1) Releasing Customer must post such arrangement in its Release Notice; and (2) Releasing Customer is liable for all charges owed to Pipeline to the extent of its agreement with Replacement Customer, and Replacement Customer has no liability to Pipeline for such charges.

23.5 Replacement Customers.

- A. Replacement Customers hold the rights granted by Releasing Customer for service by Pipeline at Primary points. Replacement Customers may also use Secondary Points to the extent such points would otherwise be available to Releasing Customer. After a permanent release, Replacement Customer may request Primary point changes under the applicable procedures of Pipeline's FERC Gas Tariff. If a release is not permanent, Replacement Customer may seek to change Primary points under its Service Agreement, and thereby permanently alter the applicable Service Agreement of Releasing Customer, only to the extent expressly authorized by Releasing Customer in the posted notice. Requests to change Primary points must comply with all applicable procedures of Pipeline's FERC Gas Tariff. In any event, Primary Point changes

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GENERAL TERMS AND CONDITIONS

Capacity Release

3. Pipeline shall notify each affected Replacement Customer, via Pipeline's EBB, along with written notice via telecopy, to revise its nominations under the Bid Agreement within the period provided for change of nominations, in order to implement the recall. Replacement Customer will be solely responsible for adjusting its supply and transportation arrangements, which may be necessary as a result of such recall.
4. Any Releasing Customer may recall capacity released under this Section, subject to compliance with the nomination and scheduling provisions of this Tariff, in the event that its Replacement Customer fails to pay all or part of the amount of any bill for service under the applicable Bid Agreement.
5. Unless otherwise stated in Releasing Customer's posted notice, Replacement Customer's minimum throughput commitment for a release transaction conducted on a volumetric basis is waived, in the event that Releasing Customer exercises a recall.

C. No individual customer can hold more than 30 percent of the capacity at any Receipt Point at which Pipeline can receive 30,000 Dt per Day or more.

D. Pipeline will be indemnified and held harmless by Releasing Customer and Replacement Customers for all activities under this Section, except for costs arising solely as direct result of Pipeline's negligence or intentional malfeasance.

24. PREGRANTED ABANDONMENT AND RIGHT OF FIRST REFUSAL

24.1 Expiration of Long-Term Firm Service Agreements. To the extent authorized by Order Nos. 636, et seq. and Part 284 of the Commission's regulations, upon expiration of a firm service agreement with Customer for a term of one year or longer ("LTA"), Pipeline is entitled to pregranted abandonment of service under the expired agreement, without further application to the Commission for abandonment authority, subject to Customer's right of first refusal as described in Section 24.2, below.

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Sub. Second Revised Sheet No. 380 Sub. Second Revised Sheet No. 380 : Superseded
Superseding: First Revised Sheet No. 380

GENERAL TERMS AND CONDITIONS
Assignment of Third-Party Capacity

October 1, 1993, Pipeline shall offer to permanently assign such firm capacity through notice on Pipeline's EBB, in conformance with Section 26, below. Such assignments will be offered first to customers receiving firm sales service from Pipeline on May 18, 1992, on a pro rata basis; however, if no such firm Customers elect to take assignment of the capacity, Pipeline may assign the capacity in accordance with the capacity release tariff requirements of the affected pipeline or Pipeline may reduce or terminate capacity held on the third-party pipeline through contract rescission, buyout or buydown or by giving notice at the expiration of the primary term of the underlying Service Agreement.

25.2 To the extent that (1) Pipeline's Customers or other parties do not take assignments of third-party upstream capacity, or (2) Pipeline is not permitted or able to reduce or terminate its entitlements to such capacity, on the date such capacity is no longer needed, then Pipeline shall be entitled to recover the costs of such capacity as stranded costs, in conformance with Section 18.2. above.

26. ELECTRONIC DELIVERY MECHANISMS

26.1 Access.

A. Persons may obtain information concerning Pipeline's Electronic Bulletin Board ("EBB"), by writing or calling Pipeline's Transportation Contracts Department. Pipeline shall maintain its EBB as a part of Pipeline's E-SCRIPTTM System. E-SCRIPTTM is a trademark of CNG Transmission Corporation. Access to the E-SCRIPT System shall be provided on an interactive, nondiscriminatory basis to all parties that have: (1) executed an E-SCRIPT System Agreement; (2) been assigned an E-SCRIPT System USER ID and password; and (3) agreed to comply with all procedures for access and use of Pipeline's E-SCRIPT System and any other applicable provisions of Pipeline's Tariff.

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Third Revised Sheet No. 386A Third Revised Sheet No. 386A : Superseded
Superseding: Sub. Second Revised Sheet No. 386A

GENERAL TERMS AND CONDITIONS
GISB Standards

31. INCORPORATION OF GISB STANDARDS BY REFERENCE

As a matter of business practice, Pipeline will also comply with the following standards of the Gas Industry Standards Board:

(Version 1.3) 1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.8-12, 1.3.2 (parts v and vi), 1.3.3, 1.3.4, 1.3.5, 1.3.6, 1.3.14, 1.3.15, 1.3.17, 1.3.18, 1.3.20-25, 1.3.27-29, 1.3.30, 1.3.31, 1.3.33, 1.3.35-46, 1.4.1-7, 2.2.1, 2.3.1, 2.3.2, 2.3.6, 2.3.7*, 2.3.8, 2.3.10, 2.3.11, 2.3.12, 2.3.13, 2.3.15, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.24, 2.3.25, 2.3.27, 2.3.28, 2.3.31, 2.4.1-6, 3.3.2-13, 3.3.16, 3.3.20-22, 3.4.1-4, 4.2.1-8, 4.3.1, 4.3.3, 4.3.5, 4.3.6, 4.3.8-355.2.1, 5.3.5, 5.3.9, 5.3.11, 5.3.21-23, 5.3.26, 5.3.30 and 5.4.1-17.

* The Commission has granted waiver of these standards as related to Pipeline's Appalachian Aggregation Points (78 FERC 61,131 at p. 61,518 (1997)).

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Sub. First Revised Sheet No. 388 Sub. First Revised Sheet No. 388 : Superseded
Superseding: Sub. Original Sheet No. 388

GENERAL TERMS AND CONDITIONS
TCRA/FAP Carrying Charge Calculations

and (iii) increased or decreased for exchange transactions and transportation imbalance cost adjustments; and (iv) adjusted for the difference, if any, between the rate used for storage gas, and the rate that would be effective for storage gas if a rolling weighted average inventory costing methodology had been used.

2. Carrying charge rate. Pipeline will compute a monthly carrying charge rate by stating on an annual basis the applicable calendar quarterly rate prescribed in Section 154.501(d)(1) of the Commission's regulations, dividing the annual rate by 365, or 366 if a leap year, to compute a daily interest rate, expressed to the nearest one ten-thousandth of one percent; and multiplying the daily interest rate by the number of days in the applicable month, to compute a monthly rate, expressed to the nearest one-one hundredth of one percent.

34. TRANSFERS OF STORAGE INVENTORY OR SERVICE ENTITLEMENTS

34.1 Limitations.

- A. Any Customer under Pipeline's Rate Schedule GSS or GSS-II ("Transferring Customer") may transfer all or any part of its injection entitlements, withdrawal entitlements, or storage inventory to any other Customer that has also executed a Service Agreement providing for storage service under Rate Schedule GSS or GSS-II ("Receiving Customer"), including Service Agreements executed through the release of storage service under Section 23 of the General Terms and Conditions of this Tariff. Such transfer will be permitted only to the extent that it does not impair Pipeline's current or future operations, or curtail current or future service to any firm Customer at a Primary point. Pipeline may issue operational flow orders limiting Customers' entitlements under this Section 34, as set forth in Section 11B of the General Terms and Conditions. Subject to the limitations of this Section 34, Pipeline will permit transfers in whole or in part.

GENERAL TERMS AND CONDITIONS

Transfers of Storage Inventory or Service Entitlements

3. A Transferring Customer may transfer storage inventory to a party holding adequate capacity entitlements in the third-party pipeline storage capacity of Pipeline's Ellisburg, Leidy, or Oakford storage pools, subject to the following conditions:
 - a. In addition to the notice required by Section 34.4.1., Transferring Customer must demonstrate, to the satisfaction of Pipeline, that the receiving party has adequate capacity entitlements in the third-party pipeline storage capacity of these pools.
 - b. Inventory transfers are subject to the consent of the affected third-party pipeline, consistent with the terms and conditions of such third-party pipeline's tariff and any applicable certificate authorization.
 - c. Each transfer must be supported by an adequate Storage Gas Balance of Transferring Customer.
 - d. On a cumulative basis during any Winter Period, Transferring Customer may transfer quantities of inventory that shall not exceed Pipeline's maximum daily obligation to deliver quantities to Transferring Customer under the affected Service Agreement at the affected point (on a primary or firm basis, not subject to interruption), multiplied by Transferring Customer's Storage Capacity, and divided by its Storage Demand. During the Winter Period, Transferring Customer may acquire additional inventory transfer rights under this Section 34.4.A.3., by replenishing its Storage Gas Balance in advance at the point affected by the transfer, whether by physical injection or by an inventory transfer under this Section 34 (other than a transfer under this Section 34.4.A.3).

GENERAL TERMS AND CONDITIONS

Transfers of Storage Inventory or Service Entitlements

- e. Inventory transfers under this Section 34.4.A.3. shall not be subject to Pipeline's otherwise applicable Withdrawal Charge.

- B. Summer Period. During the Summer Period, Transferring Customer may transfer any part of its Storage Gas Balance to Receiving Customer, without associated withdrawal entitlements. Transferring Customer must provide Pipeline with 24 hours' prior written notice of such transfers; Pipeline may elect to consider requests based on shorter notice when its resources permit, only after Pipeline reviews any timely transfer requests. Such notice must state clearly the inventory quantity to be transferred, and the date on which the transfer is to be effective. Such notice must be irrevocable and without conditions.

- C. Pipeline may reject any transfer if such transfer would cause the Storage Gas Balance of Receiving Customer to exceed that Customer's Storage Capacity, or if the Storage Gas Balance of Transferring Customer is less than the quantities proposed to be transferred, or if such transfer would exceed the inventory limitations of the applicable Rate Schedule.

- D. Pipeline shall have no obligation to permit any transfer that, when treating Pipeline's obligations under the Service Agreements of Transferring Customer and Receiving Customer in the aggregate, would increase Pipeline's contractual obligations, either on a daily or a seasonal basis.

- E. Pipeline shall have the right to reject any transfer under this Section if the result of such transfer is, in Pipeline's sole judgment, to increase Pipeline's obligation to deliver gas in any capacity-constrained portion of Pipeline's system.

- F. No injection or withdrawal charges shall apply to the transfer of inventory in place under this Section 34.4; provided, however, that no transfer under this Section shall affect Transferring Customer's obligation to have paid the injection charges applicable to physical injection of such inventory, or Receiving Customer's obligation to pay applicable charges upon the eventual physical withdrawal of transferred inventory.

GENERAL TERMS AND CONDITIONS

Conditions Applicable to Storage Services

35. CONDITIONS APPLICABLE TO STORAGE SERVICES

35.1 DETERMINATION OF DELIVERIES, INJECTIONS AND WITHDRAWALS

The quantities of gas injected into storage for Customer's account and withdrawn from storage and delivered to Customer on any Day shall be determined by Pipeline's meters at or near the points of delivery when gas is delivered to Customer or Pipeline under a storage service Rate Schedule only. When gas is delivered to Customer or Pipeline under a storage service Rate Schedule and other rate schedule(s) on the same Day, then the gas delivered under the storage service Rate Schedule shall be the quantity scheduled for injection or withdrawal on such Day by Customer and Pipeline, subject to any adjustments required under Rate Schedule FTNN. Pipeline shall keep accurate records of quantities injected and withdrawn for Customer's account, and of Customer's Storage Gas Balance, which records shall be made available to Customer at its written request.

35.2 BILLING ADJUSTMENTS

A. Demand and Storage Capacity Charge Adjustments. If during the Summer Period, Pipeline is unable to inject into storage quantities of gas nominated during such period by Customer for injection and tendered to Pipeline at any Primary Receipt Point specified under a storage Service Agreement, then the Storage Demand Charge and the Storage Capacity Charge shall be reduced in the following manner: If, at the end of the Summer Period, Customer's Storage Gas Balance is less than Customer's Storage Capacity due solely to Pipeline's inability to inject gas in accordance with Section 7 of the applicable Rate Schedule, then the Storage Demand Charge applicable for the current Storage Year shall be that part of the total Storage Demand Charge herein provided which Customer's Storage Gas Balance as of such date bears to Customer's Storage Capacity. The same proportionate reduction shall be made in the Storage Capacity for the same one-year period.

B. Demand Charge Adjustment. If Pipeline fails or is unable to deliver during any one or more Day the quantity of natural gas which Customer desires to take at a Primary Delivery Point, up to the maximum quantity which Pipeline is obligated by the Service Agreement to deliver to Customer at such point, subject to the limitations of Section 8 of the applicable Rate Schedule, then the Storage Demand Charge payable hereunder for that month shall be reduced by an amount equal to that percentage of the Demand Charge Adjustment set forth at the currently

GENERAL TERMS AND CONDITIONS
Conditions Applicable to Storage Services

effective Sheet No. 35 of this Tariff which the Storage Demand shall be of the Storage Capacity specified in the executed Service Agreement, per Dt, times the difference between the quantity of natural gas actually delivered during said Day(s) and Customer's daily entitlement for said Day(s).

35.3 STORAGE SERVICE PENALTIES

- A. Daily Injection Overruns. In the event that Customer tenders to Pipeline for injection on any Day unauthorized quantities of gas in excess of the Maximum Daily Injection Quantity ("MDIQ"), Pipeline may issue an OFO requiring Customer to reduce the quantities tendered for injection to the MDIQ, plus any tolerances permitted by this Section 35.3.A, within 24 hours. If Customer fails to comply, Customer shall pay Pipeline a Daily Injection Overrun Penalty equal to the "From Customer's Balance" charge for this Rate Schedule for all gas in excess of:
1. 115% of the MDIQ, for the period extending April 1 through July 31 of each year;
 2. 107% of the MDIQ, for the month of August each year; and
 3. 102% of the MDIQ during the months of September and October each year.
- B. Storage Capacity Overruns. In the event that Customer's Storage Gas Balance at any time exceeds Customer's Storage Capacity, Customer shall have 24 hours after notice by Pipeline to adjust injections and withdrawals such that Customer's Storage Gas Balance is equal to or less than Customer's Storage Capacity. If Customer fails to make such adjustments within such 24 hour period, Customer shall pay Pipeline each Day a penalty of \$5.00 for each Dt of Customer's Storage Gas Balance which exceeds Customer's Storage Capacity, until Customer has made the required adjustments.
- C.. Excess Withdrawals. In the event that Customer withdraws from storage on any Day a quantity of gas in excess of the total of (a) the quantity of gas that Customer is entitled to withdraw pursuant to Section 8 of the applicable Rate Schedule and (b) any "From Customer's Balance" quantities that Pipeline has agreed to

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Substitute Original Sheet No. 397 Substitute Original Sheet No. 397 : Superseded

GENERAL TERMS AND CONDITIONS
Discount Terms

36. DISCOUNT TERMS

In the event that Pipeline agrees to discount its maximum rates for service under Rate Schedules contained in this Volume No. 1, then Pipeline and Customer may agree to the types of discounts specified herein without such discounts constituting a material deviation from Pipeline's form of service agreement. Pipeline and Customer may agree that a specified discounted rate will apply: (1) only to specified quantities under the service agreement; (2) only if specified quantities are achieved or only with respect to quantities below a specified level; (3) only during specified periods of time; (4) only to (a) specified point(s), combination of points, market(s), or other defined geographical area(s); and/or (5) only in a specified relationship to the quantities actually delivered (i.e. that the maximum rate will be adjusted in a specified relationship to quantities actually delivered). Notwithstanding the foregoing, no discounted rate shall be less than the applicable minimum rate.

GENERAL TERMS AND CONDITIONS
Construction of Delivery Tap Facilities

37. Construction of Delivery Tap Facilities.

37.1 For the purposes of this Section 37, "Requested Facilities" shall mean Taps, M&R Equipment and Laterals. Requested Facilities shall not include major expansion of transmission facilities. "Tap" shall mean a delivery tap and shall include, but shall not be limited to, flanges and block valves and sufficient pipeline from the Pipeline's existing transmission facilities to the edge of Pipeline's right-of-way. "M&R Equipment" shall include miscellaneous connecting pipeline to the tap, meters, compression, flow and pressure regulators, filters/separators, gas heaters, flanges, check valves, electronic gas measurement, communication equipment and gas conditioning and odorization equipment other than equipment included in the Tap. "Lateral" shall mean any transmission pipeline extension (other than a mainline extension) built by Pipeline from an existing transmission pipeline facility or new Tap to deliver gas to or on behalf of one or more Customers, including new delivery points and enlargements or replacements of existing laterals. "Construction" shall mean the construction, modification, rearrangement or installation by Pipeline or its designee of Requested Facilities to perform any service, including any Requested Facilities necessary for Pipeline to deliver gas to, or measure any gas delivered to or on behalf of any Customer requesting Pipeline's construction of such facilities.

37.2 A party shall submit a request for facilities under Section 11.A.1. requesting Pipeline to construct Requested Facilities in conjunction with a request for transportation services ("Requesting Customer"). Pipeline will receive and process all such all such requests for construction of Requested Facilities in a manner that is not unduly discriminatory.

37.3 Pipeline shall construct Requested Facilities under the conditions provided below:

- A. Requested Facilities shall be located at points that, in Pipeline's reasonable judgment, are the most practical, convenient and readily accessible sites; provided, however, Pipeline shall approve

GENERAL TERMS AND CONDITIONS
Construction of Delivery Tap Facilities

Requesting Customer's proposed point(s) provided that the interconnection is operationally feasible, it meets all regulatory and legal requirements, including the requirements of this Tariff, and does not adversely affect safety, Pipeline's ability to meet its contract and tariff obligations, reliability of service to existing customers, or the environment; and

- B. The Requesting Customer shall provide the supporting evidence and analysis necessary to obtain governmental approvals from any federal, state or local government agency having jurisdiction including, but not limited to, all exhibits required by an application for FERC authorization; and
- C. Terms and conditions of the Construction, ownership, operation and maintenance of Requested Facilities shall be mutually agreed to by Pipeline and the Requesting Customer and set forth in a facilities agreement (unless Pipeline has agreed to pay for the cost of all Requested Facilities); and
- D. The Requesting Customer shall reimburse or agree to reimburse Pipeline for the cost of construction as provided for in Section 37.4. below.

37.4 Subject to Sections 11.A.1 and Section 37.3, above, Pipeline shall construct, modify or rearrange Requested Facilities for any Requesting Customer's that agrees to pay Pipeline an amount that fully reimburses Pipeline for the cost of such Requested Facilities and their Construction as set forth in a facilities agreement. Pipeline may condition its Construction of Requested Facilities on payment from the Requesting Customer of (1) any or all costs of the Requested Facilities and their Construction and (2) Related Costs which shall be defined to include, but are not limited to, operating and maintenance expenses, administrative and general expenses,

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GENERAL TERMS AND CONDITIONS
Construction of Delivery Tap Facilities

employee salaries on a time-devoted basis and related expenses, taxes other than income taxes, depreciation costs and the time value of money as set forth in a facilities agreement incurred prior to the in-service date of the Requested Facilities and (3) a gross-up for state and federal income taxes, if applicable. Unless the Pipeline agrees to allow the Requesting Customer to pay such costs at some other time or in installments, any agreement for Construction of Requested Facilities shall provide that the Requesting Customer shall pay Pipeline the costs of Construction and Related Costs prior to the commencement of Construction. If actual costs are not known, Pipeline shall be entitled to bill the Requesting Customer based upon estimated costs and the Requesting Customer shall be required to pay such estimated costs, provided however, upon determining its actual costs, Pipeline shall have thirty days to either refund any excess collections or bill for any under-collections, as appropriate, to provide for the Pipeline's collection of its actual costs, including the time value of money.

- 37.5 Pipeline may agree to pay all or part of the costs of the Requested Facilities and their Construction, Related Costs and tax gross up if the Construction is economically or operationally beneficial to Pipeline. In determining economic or operational benefit, Pipeline may consider the following factors, among others: costs of the Requested Facilities and their Construction; the estimated incremental throughput and/or revenues attributable to the Requested Facilities; the Related Costs and tax gross up attributable to the Requested Facilities; the marketability of the capacity associated with the Requested Facilities; the location of the markets associated with the Requested Facilities; the interruptible or firm nature of the transportation service; the availability of capital funds on terms and conditions acceptable to Pipeline; the time value of money; increased system or operational reliability or flexibility; and increased access to new supplies or markets.

Effective Date: 08/25/1999 Status: Effective
FERC Docket: RP99-446-000

Sheet No. 398 Sheet No. 398 : Superseded

GENERAL TERMS AND CONDITIONS
Reserved Sheets

Sheet Nos. 398-399
are reserved for future use

Effective Date: 05/19/2000 Status: Effective

FERC Docket: RP96-383-005

Original Sheet No. 399A Original Sheet No. 399A : Superseded

GENERAL TERMS AND CONDITIONS
Negotiated Rates

39.2 Contract 200215 effective May 19, 2000 through
August 31, 2000

- A. Company Name:
Oswego Harbor Power, L.L.C. (Oswego)

- B. Negotiated Rate or Rate Formula:
During the period May 19, 2000 through
August 31, 2000, Dominion shall charge
Oswego (i) \$0.15 for each Dt transported
or (ii) \$0.15 times 256,000 Dt.

- C. Applicable Rate Schedules:
FT

- D. Receipt Point:
Leidy Interconnection

- E. Delivery Point:
Niagara Mohawk Power Corporation West

- F. Contract Quantities:
A Maximum Daily Transportation Quantity
("MDTQ") of 38,400 Dekatherms ("Dt") per Day;
and a Maximum Annual Transportation Quantity
("MATQ") of 3,993,600 Dt (May 19, 2000 - August
31, 2000).

- G. Affirmation:
The effective service agreement does not
deviate in any material aspect from the form of
service agreement in this tariff.

Effective Date: 01/05/1998 Status: Effective

FERC Docket: CP96-492-008

Sheet No.406 Sheet No.406 : Superseded

Sheets 406 - 410 reserved for future use.

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-355-000

Sheet No. 450 Sheet No. 450 : Superseded

Sheet Nos. 450 through 475
are reserved for future use.

Effective Date: 02/01/1994 Status: Effective

FERC Docket: RS92- 14-012

Original Sheet No. 451 Original Sheet No. 451 : Superseded

Sheet Nos. 451-459
reserved for future use

Effective Date: 02/01/1994 Status: Effective

FERC Docket: RS92- 14-012

Original Sheet No. 452 Original Sheet No. 452 : Superseded

Purchaser	Rate Schedule	MDQ	Capacity (Storage)	Contract Effective Date	Contract Terminable Date
(1)	(2)	(3)	(4)	(5)	(6)
Elk River Public Utility District	GSS	1,141	69,805	11/01/1993	03/31/2001
Energy North / Manchester	GSS	934	102,700	04/01/1980	04/01/2000
Essex County Gas Co.	GSS	3,268	359,450	04/01/1980	04/01/2000
Fall River Gas Company	GSS-TE	2950	283,088	11/01/1993	03/31/2006
Fillmore Gas	GSS	600	56,000	10/01/1993	03/31/2001
	FTNNSC	865		10/01/1993	03/31/2001
	FTNNSC	600		10/01/1993	03/31/2001
Fitchburg Gas & Electric Company	GSS	468	51,350	04/01/1980	04/01/2000
Fulton Cogeneration	FT	5,800		11/17/1992	10/31/2005
	FT	6,350		11/01/1993	10/31/2005
Gallatin Natural Gas System	GSS	443	27,133	11/01/1993	03/31/2001
Greenback Industries Inc	GSS	46	2,807	11/01/1993	03/31/2001
Hanley & Bird, Inc.	FT	10,000		10/01/1993	03/31/2004
Harriman Utility Board	GSS	424	26,004	11/01/1993	03/31/2001
Hawkins County-Natural Gas Utility	GSS	332	20,369	11/01/1993	03/31/2001
Hope Gas Inc	FTNN	77,800	4,081,217 143,589	10/01/1993	03/31/2001
	FTNN-GSS	91,241		10/01/1993	03/31/2001
	GSS	89,337		10/01/1993	03/31/2001
	GSS-II	1,904		10/01/1993	03/31/2001
Indeck Energy Services	FT	12,350		04/01/1991	04/01/2006
Indeck-Illion Limited Partnership	FT	13,600		06/01/1993	06/01/2008
Indeck-Oswego Limited Partnership	FT	12,000		05/01/1990	05/01/2005
Jamestown Natural Gas System	GSS	300	18,332	11/01/1993	03/31/2001
Jefferson-Cocke County Utility District	GSS	811	49,577	11/01/1993	03/31/2001
Kamine/Besicorp - Allegheny	FT	16,000		11/01/1993	10/31/2009
Kamine/Besicorp - South Glen Falls	FT	14,200		11/01/1991	11/01/2011
Knoxville Utility Board	GSS	2,945	182,170	11/01/1993	03/31/2001
Lenior City Utilities Board	GSS	503	30,766	11/01/1993	03/31/2001
Lewisburg Gas Department	GSS	414	25,356	11/01/1993	03/31/2001

Effective Date: 02/01/1994 Status: Effective

FERC Docket: RS92- 14-012

Original Sheet No. 453 Original Sheet No. 453 : Superseded

Purchaser	Rate Schedule	MDQ	Capacity (Storage)	Contract Effective Date	Contract Terminable Date
(1)	(2)	(3)	(4)	(5)	(6)
Livingston Gas System	GSS	285	17,415	11/01/1993	03/31/2001
Long Island Lighting Company	FTNN	27,698		10/01/1993	03/31/2008
	FT-GSSII	15,000		10/01/1993	03/31/2012
	GSS	34,137	2,062,923	10/01/1993	03/31/2008
	GSS-TE	15,000	1,544,118	10/01/1993	03/31/2006
	GSS-II	15,000	1,500,000	04/01/1989	03/31/2012
	GSS-II	35,000	3,500,000	10/01/1993	03/31/2012
	FT	17,432		09/26/1987	10/26/1987
Loudon Utilities-Gas Department	GSS	416	25,429	11/01/1993	03/31/2001
Madisonville Gas System	GSS	154	9,474	11/01/1993	03/31/2001
Marion Natural Gas System	GSS	318	19,475	11/01/1993	03/31/2001
Middle Tennessee Utility District	GSS	1,858	113,713	11/01/1993	03/31/2001
Mt Pleasant Gas System	GSS	300	18,348	11/01/1993	03/31/2001
National Fuel Gas Distribution Company	FT	70,423		11/01/1993	03/31/2001
	FT-GSS	79,684		10/01/1993	03/31/2001
	GSS	79,684	4,209,650	10/01/1993	03/31/2001
	FT	45,850		11/01/1990	10/31/2010
National Gas & Oil Corporation	GSS-TE	2,500	308,824	10/01/1993	04/15/2000
New Jersey Natural Gas Company	FTNN	56,065		10/01/1993	03/31/2003
	FT-GSSII	5,000		10/01/1993	03/31/2012
	GSS	9,750	1,242,059	10/01/1993	03/31/2008
	GSS-TE	45,911	4,353,382	10/01/1993	03/31/2006
	GSS-II	35,000	3,500,000	04/01/1989	03/31/2012
New York State Electric & Gas Corporation	FT	17,000		11/01/1992	03/31/2001
	FTNN	91,461		10/01/1993	03/31/2001
	FTNN-GSS	110,302		10/01/1993	03/31/2001
	GSS	108,001	5,720,728	10/01/1993	03/31/2001
	GSS	3,750	275,000	04/01/1991	03/31/2001
	GSS-II	2,301	201,272	10/01/1993	03/31/2001
	FT	20,600		12/01/1993	01/01/1994
Niagara Mohawk Power Corporation	FT	50,000		10/01/1993	11/30/1994
	FTNN	305,922		10/01/1993	03/31/2002
	FTNN-GSS	434,078		10/01/1993	03/31/2002
	GSS	425,021	21,645,666	10/01/1993	03/31/2002
	GSS-II	9,057	761,559	10/01/1993	03/31/2002
North Attleboro Gas Co.	FTNN	77		10/01/1993	03/31/2003
	GSS-TE	100	9,265	10/01/1993	03/31/2006
North Jersey Energy Associates	FT	22,019		03/01/1991	10/31/2011
	FT-GSSII	10,508		10/01/1993	03/31/2012
	GSS-II	10,508	1,050,800	07/09/1990	11/01/2012
North Penn Gas Company	FT	4,462		10/01/1993	03/31/2001

Effective Date: 02/01/1994 Status: Effective

FERC Docket: RS92- 14-012

Original Sheet No. 454 Original Sheet No. 454 : Superseded

Purchaser	Rate Schedule	MDQ	Capacity (Storage)	Contract Effective Date	Contract Terminable Date
(1)	(2)	(3)	(4)	(5)	(6)
Northeast Energy Associates	FT-GSSII	14,000		10/01/1993	03/31/2012
	GSS-II	14,000	1,400,000	07/09/1990	03/31/2012
	FT	48,817		11/01/1991	10/31/2011
Northern Utilities	FTNN	965		12/01/1993	03/31/2003
Oakridge Utility District	GSS	489	29,928	11/01/1993	03/31/2001
Onondaga Cogeneration	FT	17,488		01/01/1994	09/10/2013
Penn Fuel Gas Inc [1]	FT-GSSII	2,000		10/01/1993	03/31/2012
	GSS-II	2,000	200,000	04/01/1989	03/31/2012
	GSS-II	2,000	200,000	04/01/1989	03/31/2012
Peoples Natural Gas Company	FTNN	137,774		10/01/1993	03/31/2001
	FTNN-GSS	180,525		10/01/1993	03/31/2001
	GSS	235,215	10,045,541	10/01/1993	03/31/2001
	GSS-II	5,310	365,992	10/01/1993	03/31/2001
Philadelphia Electric Company	GSS-TE	34,663	3,326,029	10/01/1993	03/31/2006
Philadelphia Gas Works	GSS-TE	34,047	3,918,971	10/01/1993	03/31/2006
Powell-Clinch Utility District	GSS	548	33,660	11/01/1993	03/31/2001
Pro Gas	FT	29,000		04/09/1991	04/09/2011
Providence Gas Company	FTNN	3,760		10/01/1993	03/31/2003
	FT-GSSII	248		10/01/1993	03/31/2012
	GSS	2,617	188,814	10/01/1993	03/31/2003
	GSS-TE	14,080	1,356,765	10/01/1993	03/31/2006
	GSS-II	248	24,800	04/01/1989	03/31/2012
Public Service Co of NC	FTNN	18,331		10/01/1993	03/31/2013
	FTNN-GSS	11,669		10/01/1993	03/31/2013
	GSS	11,669	696,000	10/01/1993	03/31/2013
Public Service Electric & Gas	FTNN	51,742		10/01/1993	03/31/2008
	FT-GSSII	45,084		10/01/1993	03/31/2012
	GSS	35,308	2,395,525	10/01/1993	03/31/2008
	GSS-TE	162,995	14,249,916	10/01/1993	03/31/2006
	GSS-II	45,084	4,508,400	10/01/1993	03/31/2012
	FT	41,813		05/29/1991	03/31/2011
	FT	43,300		09/26/1987	10/26/1987
River Gas Company	FTNN	6,963		10/01/1993	03/31/2001
	FTNN-GSS	9,037		10/01/1993	03/31/2001
	GSS	8,848	402,827	10/01/1993	03/31/2001
	GSS-II	189	14,173	10/01/1993	03/31/2001
Roanoke Gas Company	GSS	81	4,959	11/01/1993	03/31/2001
Rochester Gas & Electric Corporation	FTNN	165,506		10/01/1993	03/31/2001
	FTNN-GSS	224,494		10/01/1993	03/31/2001
	GSS	219,226	10,180,809	10/01/1993	03/31/2001
	GSS-II	5,268	358,191	10/01/1993	03/31/2001

[1] Allied Gas Co. is invoiced.

Effective Date: 07/01/2000 Status: Effective
FERC Docket: RP00-21-005

Third Revised Sheet No. 455 Third Revised Sheet No. 455 : Superseded
Superseding: First Revised Sheet No. 455

PRO FORMA
DELIVERY POINT OPERATOR AGREEMENT

AGREEMENT made as of this ____ day of _____,
_____, by and between CNG TRANSMISSION CORPORATION, a Delaware
corporation, hereinafter called "Pipeline," and _____,
a _____ corporation, hereinafter called "Delivery Point
Operator" or "DPO."

WHEREAS, Pipeline and DPO desire to enter into an agreement
to define their rights and responsibilities with regard to
no-notice services at the Citygate Delivery Point and to
establish processes for the flow of information pursuant to
the terms and conditions of Pipeline's Rate Schedule DPO; and

WHEREAS, in order to deliver natural gas to the Citygate
Delivery Point, the DPO and identified participants in its
retail access program and other parties interested in shipping gas
to the DPO's Citygate Delivery Point (referred to as "Citygate
Swing Customers" or "CSCs") will arrange for firm transportation
and storage of gas, pursuant to Service Agreements that are
entered into by the DPO and participating CSCs in accordance with
Pipeline's FERC Gas Tariff (the "Subject Service Agreements");
and,

WHEREAS, to that end, Pipeline and DPO have agreed to
procedures to establish no-notice services at the Primary
Delivery Point; which procedures do not independently
entitle DPO to receive transportation or storage service under
Pipeline's FERC Gas Tariff.

NOW THEREFORE, WITNESSETH: That, in consideration of
the mutual covenants herein contained, the parties hereto agree
as follows:

Article I. Quantities

A. During the term of this Agreement, the DPO shall
provide, and Pipeline will accept, a report of quantities in
accordance with the procedures referenced in Section 7 of
Rate Schedule DPO.

Effective Date: 07/01/2000 Status: Effective
FERC Docket: RP00- 21-005

Second Revised Sheet No. 456 Second Revised Sheet No. 456 : Superseded

PRO FORMA
DELIVERY POINT OPERATOR AGREEMENT

This reporting requirement shall apply every Day, regardless of any capacity constraint, operational flow order, curtailment requirement, or operating limitation that may be imposed upon the Subject Service Agreements.

B. Nothing under this Agreement shall convey to DPO any independent right to transportation or storage service by Pipeline. The transportation or storage of gas as arranged and reported in accordance with this Agreement requires that the DPO and participating Citygate Swing Customers obtain entitlement to service from Pipeline under one or more Service Agreement(s) for transportation and storage service, in accordance with all applicable provisions of Pipeline's FERC Gas Tariff.

C. The quantity of gas that Pipeline shall be obligated to deliver at the Citygate Delivery Point on any Day shall be limited to the Maximum No-Notice Quantity as defined in Section 5.1 of Rate Schedule DPO, as further limited to the aggregate total of all nominated, scheduled deliveries to the Citygate Delivery Point plus any available primary-point contractual entitlements of the DPO and participating Citygate Swing Customers as shippers under the Subject Service Agreements.

Article II. Rate

A. DPO shall pay Pipeline the rates and charges established under Rate Schedule DPO or effective superseding rate schedule; in addition, the DPO may incur charges under the associated Subject Service Agreements.

B. Pipeline shall have the right to propose, file and make effective with the FERC or any other body having jurisdiction, revisions to any applicable rate schedule, or to propose, file, and make effective superseding rate schedules for the purpose of changing the rate, charges, and other provisions thereof effective as to DPO. Said rate schedule or superseding rate schedule and any revisions thereof which shall be filed and made effective shall apply to and become a part of this Service Agreement. The filing of such changes and revisions to any applicable rate schedule shall be without prejudice to the right of DPO to contest or oppose such filing and its effectiveness.

PRO FORMA
DELIVERY POINT OPERATOR AGREEMENT

Article III. Term of Agreement

Subject to all the terms and conditions herein, this Agreement shall be effective as of _____, _____, and shall continue in effect for a primary term through and including June 30, 2002, _____, and from month to month thereafter, until either party terminates this Agreement by giving at least three months' prior written notice to the other. Either party has the right to terminate this Agreement for the reasons stated in Section 4, Term, of the Rate Schedule, by giving at least 24 hours prior written notice to the other.

Article IV. Citygate Delivery Point

The locations on Pipeline's system that are governed by this Agreement shall be specified on Exhibit A, attached hereto. These locations shall constitute the DPO's "Citygate Delivery Point."

Article V. Incorporation by Reference of Tariff Provisions

To the extent not inconsistent with the terms and conditions of this Agreement, the following provisions of Seller's effective FERC Gas Tariff, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference:

1. All of the provisions of Rate Schedule DPO, or any effective superseding rate schedule or otherwise applicable rate schedule; and
2. All of the provisions of the General Terms and Conditions, as they may be revised or superseded from time to time.

Effective Date: 07/01/2000 Status: Effective
FERC Docket: RP00- 21-005

First Revised Sheet No. 458 First Revised Sheet No. 458 : Superseded

PRO FORMA
DELIVERY POINT OPERATOR AGREEMENT

Article VI. Miscellaneous

A. No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto; provided, however, that the parties do not intend that this Article VI.A. requires a further written agreement either prior to the making of any request or filing permitted under Article II hereof or prior to the effectiveness of such request or filing after Commission approval.

B. Any notice, request or demand provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and sent to the following addresses:

Pipeline: CNG Transmission Corporation
445 West Main Street
Clarksburg, West Virginia 26301
Attention: Vice President, Wholesale Marketing Services

DPO:
Attention:

or at such other address as either party shall designate by formal written notice to the other.

C. 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.

D. The subject headings of the provisions of this Agreement are inserted for the purpose of convenient reference and are not intended to become a part of or to be considered in any interpretation of such provisions.

E. The DPO shall not assign its rights under this Agreement unless it first obtains the written consent of Pipeline. Before accepting an assignment, Pipeline shall have the discretion to determine whether the potential assignee qualifies under the provisions of Pipeline's tariff as a

Effective Date: 07/01/2000 Status: Effective
FERC Docket: RP00-21-005

First Revised Sheet No. 459 First Revised Sheet No. 459 : Superseded

PRO FORMA
DELIVERY POINT OPERATOR AGREEMENT

DPO and satisfies all of the requirements of the Pipeline's tariff including the requirement set forth in the DPO Rate Schedule that either the Pipeline or the DPO must maintain sole physical control of the City Gate Delivery Point. Pipeline shall not unreasonably withhold its consent if an assignee meets the tariff requirements.

Article VII. Prior Contracts
[Optional]

This Agreement shall supersede and cancel, as of the effective date, the DPO Agreement between DPO and Pipeline dated _____.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have caused this Agreement to be signed by their duly authorized officials as of the day and year first written above.

CNG TRANSMISSION CORPORATION
(Pipeline)

By: _____
Its: Vice President
(DPO)

By: _____
Its: _____
(Title)

Effective Date: 07/01/2000 Status: Effective

FERC Docket: RP00- 21-005

Second Revised Sheet No. 460 Second Revised Sheet No. 460 : Superseded

PRO FORMA
DELIVERY POINT OPERATOR AGREEMENT

EXHIBIT A
To The DPO Agreement
Effective _____
Between CNG Transmission Corporation and

1. Citygate Delivery Point

The locations that shall constitute the Citygate Delivery Point hereunder, and the maximum applicable quantities/pressures at each location, shall be as follows:

Effective Date: 07/01/2000 Status: Effective
FERC Docket: RP00- 21-005

Second Revised Sheet No. 461 Second Revised Sheet No. 461 : Superseded

PRO FORMA
CITYGATE SWING CUSTOMER AGREEMENT

AGREEMENT made and entered into as of this _____ day
of _____, _____, by and between CNG TRANSMISSION
CORPORATION, a Delaware corporation, hereinafter referred to
as "Pipeline," and _____, a _____
corporation, hereinafter referred to as "Citygate Swing
Customer" or "CSC."

WHEREAS, Pipeline and CSC desire to enter into an
agreement pursuant to Pipeline's Rate Schedule CSC, to define CSC's
entitlements to no-notice services as a retail market
participant behind the Citygate Delivery Point that has been established
by _____ as a Delivery Point Operator (DPO)
under Pipeline's Rate Schedule DPO; and

WHEREAS, in order to deliver natural gas to the
Citygate Delivery Point, the CSC has arranged for firm transportation
and storage of gas, pursuant to Service Agreements that are
entered into in accordance with Pipeline's FERC Gas Tariff (the
"Subject Service Agreements"); and,

WHEREAS, to that end, Pipeline and CSC have agreed to
procedures to arrange for the provision of services on a no-
notice basis at the Citygate Delivery Point; which
procedures do not independently entitle the CSC to receive
transportation or storage service under Pipeline's FERC Gas Tariff.

NOW THEREFORE, WITNESSETH: That, in consideration of
the mutual covenants herein contained, the parties hereto agree
as follows:

Article I. Quantities

A. During the term of this Agreement, the DPO shall
provide, and Pipeline will accept, a report of quantities in
accordance with the procedures referenced in Section 7 of
Rate Schedule CSC. This reporting requirement shall apply every
Day, regardless of any capacity constraint, operational flow
order, curtailment requirement, or operating limitation that may be
imposed upon the Subject Service Agreements. The CSC agrees
to be bound by Pipeline's actions based upon the DPO report.

Effective Date: 07/01/2000 Status: Effective
FERC Docket: RP00- 21-005

First Revised Sheet No. 462 First Revised Sheet No. 462 : Superseded

PRO FORMA
CITYGATE SWING CUSTOMER AGREEMENT

B. Nothing under this Agreement shall convey to the CSC any independent right to transportation or storage service by Pipeline, or to access at the Citygate Delivery Point. The transportation or storage of gas as arranged and reported in accordance with this Agreement requires that the CSC obtain entitlement to service from Pipeline under another Service Agreement, in accordance with all applicable provisions of Pipeline's FERC Gas Tariff.

C. The quantity of gas that Pipeline shall be obligated to deliver at the Citygate Delivery Point on behalf of the CSC shall be limited to the aggregate total of all nominated, scheduled deliveries to the Citygate Delivery Point plus any unutilized contract entitlements for firm service at Primary Delivery Points that correspond to the Citygate Delivery Point, under the Subject Service Agreements of the CSC.

Article II. Rate

A. For service rendered by Pipeline to the CSC hereunder, the CSC shall pay Pipeline the maximum rates and charges, if any, provided under Rate Schedule CSC contained in Pipeline's effective FERC Gas Tariff or any effective superseding rate schedule.

B. Pipeline shall have the right to propose, file and make effective with the FERC or any other body having jurisdiction, revisions to any applicable rate schedule, or to propose, file, and make effective superseding rate schedules for the purpose of changing the rate, charges, and other provisions thereof effective as to the CSC. Said rate schedule or superseding rate schedule and any revisions thereof which shall be filed and made effective shall apply to and become a part of this Service Agreement. The filing of such changes and revisions to any applicable rate schedule shall be without prejudice to the right of the CSC to contest or oppose such filing and its effectiveness.

Effective Date: 07/01/2000 Status: Effective
FERC Docket: RP00-21-005

First Revised Sheet No. 463 First Revised Sheet No. 463 : Superseded

PRO FORMA
CITYGATE SWING CUSTOMER AGREEMENT

Article III. Term of Agreement

Subject to all the terms and conditions herein, this Agreement shall be effective as of _____, and shall continue in effect for a primary term through and including June 30, 2002, and from month to month thereafter, until either party terminates

this Agreement by giving written notice to the other at least three months prior to the start of the next contract year. Either party has the right to terminate this Agreement for the reasons stated in Section 4, Term, of the Rate Schedule, by giving at least 24 hours prior written notice to the other.

Article IV. Citygate Delivery Point

The Citygate Delivery Point for CSC's receipt of service on a no-notice basis as established hereunder shall be the Citygate Delivery Point known as _____ that was established under the "Delivery Point Operator Agreement" between _____ and Pipeline, dated _____, _____.

Article V. Incorporation by Reference of Tariff Provisions

To the extent not inconsistent with the terms and conditions of this Agreement, the following provisions of Seller's effective FERC Gas Tariff, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference:

1. All of the provisions of Rate Schedule CSC, or any effective superseding rate schedule or otherwise applicable rate schedule; and

2. All of the provisions of the General Terms and Conditions, as they may be revised or superseded from time to time.

of any request or filing permitted under Article II hereof or prior to the effectiveness of such request or filing after Commission approval.

Effective Date: 07/01/2000 Status: Effective
FERC Docket: RP00-21-005

First Revised Sheet No. 464 First Revised Sheet No. 464 : Superseded

PRO FORMA
CITYGATE SWING CUSTOMER AGREEMENT

Article VI. Miscellaneous

A. No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto; provided, however, that the parties do not intend that this Article VI.A. requires a further written agreement

either prior to the making

B. Any notice, request or demand provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and sent to the following addresses:

Pipeline: CNG Transmission Corporation
445 West Main Street
Clarksburg, West Virginia 26301
Attention: Vice President, Wholesale Marketing Services

CSC:

Attention:

or at such other address as either party shall designate by formal written notice.

C. 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.

D. The subject headings of the provisions of this Agreement are inserted for the purpose of convenient reference and are not intended to become a part of or to be considered in any interpretation of such provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officials as of the day and year first above written.

Effective Date: 07/01/2000 Status: Effective

FERC Docket: RP00-21-005

First Revised Sheet No. 465 First Revised Sheet No. 465 : Superseded

PRO FORMA
CITYGATE SWING CUSTOMER AGREEMENT

CNG TRANSMISSION CORPORATION
(Pipeline)

By: _____
Its: Vice President

(CSC)

By: _____

Its: _____
(Title)

