

GENERAL TERMS AND CONDITIONS

QUANTITIES AND TYPE OF SERVICE: Seller agrees to sell and tender to Buyer each day the quantity necessary to meet Buyer's natural gas requirements on a firm basis to NFGDC, your local gas utility, (subject to any change based on consumption information Seller receives from NFGDC). Buyer agrees to purchase and receive that quantity from Seller. Upon completion of the Initial Term, this agreement will automatically renew on a month to month basis at the same terms unless ESCO obtains customer's authorization (written or verifiable oral) after customer has received a written notification of the renewal terms not less than 30 days nor more than 60 days prior to the renewal date ("the Renewal Term"). Customer shall have 3 business days from receipt of the first billing statement of your Renewal Term to reject renewal terms and cancel renewal agreement.

GAS TRANSPORTATION: Buyer hereby appoints Seller as Buyer's agent, solely for the purposes of arranging, contracting for and administering transportation and related services by the interstate pipeline(s) and NFGDC for the delivery of gas from the location where Seller delivers the gas to the Interstate pipeline for Buyer's account, to NFGDC facilities. Upon Seller request, Buyer will sign a separate letter of agency.

GAS UTILITY CHARGES: Seller agrees to be responsible for any imbalance or swing penalties or other charges Buyer may be charged that result from Seller's failure to deliver the proper quantities. If Buyer's gas need changes due to such things as equipment additions or deletions Buyer must provide Seller thirty (30) days prior written notice, and if Buyer does not provide Seller such notice, Buyer agrees to be responsible for any imbalance or swing penalties or other charges that Seller may be charged that result from Buyer's failure to consume the proper quantities.

BILLING AND PAYMENT: Seller has made arrangements with NFGDC for billing and collection of Seller's customer accounts. The monthly invoice shall include Seller's charges for the commodity and administrative cost of gas delivered to NFGDC's delivery point and NFGDC's charges for delivering the gas to Buyer's meter. Buyer agrees to pay NFGDC's monthly invoice by the due date shown on the invoice or be subject to a late payment charge described under the terms and conditions of NFGDC's approved tariff.

OFFICE HOURS AND LOCATION: The Village of Sloan Municipal Gas Utility office is located at 425 Reiman Street, Sloan, NY and is open from 9:00 a.m. to 4:00 p.m. Monday through Friday, Telephone Number: (716) 897-1560 Fax Number: (716) 896-2728.

CALLS FOR SERVICE EMERGENCIES: If you become aware of a gas **emergency condition** or experience an unanticipated loss of gas service, you should contact your natural gas utility at:

National Fuel Gas Distribution Corporation 1-800-444-3130

LIMITATION OF LIABILITY: Neither Buyer nor Seller shall be liable to the other for any consequential, exemplary, punitive, incidental or indirect damages arising from a breach of this Contract. Otherwise, the Uniform Commercial Code of the State of New York shall govern the determination of liability and responsibility of each party in the event of breach or non-performance of this Contract.

FORCE MAJEURE: Seller shall not be liable to Buyer for Seller's failure to sell or tender gas, and Buyer shall not be liable to Seller for Buyer's failure to purchase or receive gas, when the failure is caused by fire, floods, washouts, earthquakes, extraordinary storms or similar weather conditions, strikes, lockouts or other industrial disturbances, riots, legal interferences, civil disturbances, explosions, accidents to machinery, acts of God or public enemy, government restraints or orders, or any other cause or event beyond the reasonable control of the affected party. The affected party agrees to give the other party a written description of the event within 72 hours. The affected party agrees promptly and diligently to take such action as may be necessary and practical to remove the problem and resume performance. These force majeure provisions shall not relieve a party from liability for any damage or expense that was caused or contributed to by (i) its own negligence if that negligence was the proximate cause of the party's failure to perform, or (ii) a result of that party's lack of funds.

TITLE AND INDEMNIFICATION: Title to the natural gas sold hereunder shall pass to Buyer at the Delivery Point(s). Seller shall pay or cause to be paid all royalties and other sums due on production and transportation of the natural gas to the Delivery Point(s). Seller shall be deemed to be control and possession of the natural gas and responsible for any injury or damage caused thereby until the natural gas is delivered at the Delivery Point(s). Once the gas is delivered at the Delivery Point(s), Buyer shall be deemed to be in control and possession thereof and responsible for any injury or damage caused thereby.

NO WARRANTIES: Except as expressly set forth in this Contract, Seller makes and Buyer receives no warranties, express or implied, statutory or in any other provisions of this Contract or any other communication, and Seller specifically disclaims any warranty of merchantability or fitness for a particular purpose.

AMENDMENT OF AGREEMENT OR CHANGE OF PROVIDERS: If Buyer wants to terminate membership in the Sloan STBA and change natural gas providers, Buyer must notify Seller with thirty (30) days written, or verbal, notice. Seller will notify NFGDC of Buyer's change of natural gas supplier. Any such change of energy supplier must take place at a scheduled meter reading date; otherwise there will be a meter reading charge determined by NFGDC, Seller does not charge an exit fee.

THIRD PARTY NOTIFICATION AND BALANCED BILLING: Buyer, upon executing this Natural Gas Sales Agreement, may request Seller to advise NFGDC that Buyer is interested in enrolling in either, or both, of the Third Party Notification and Balanced Billing Programs offered by NFGDC. Buyer will check below the services desired and provide Seller with any information required by NFGDC to ensure enrollment in the selected Programs. Buyer understands that NFGDC and not Seller administers these Programs.

Yes, I am interested in enrolling in NFGDC's:

Third Party Notification Program [] **Buyer's Initials** _____

Balanced Billing Program [] **Buyer's Initials** _____

COMPLETE CONTRACT: This is the complete Contract between the Parties and can only be amended in writing signed by both Parties. However, Seller may modify any terms that do not do not adversely affect Buyer's price, payment terms, or the length of this Contract at any time by notifying Buyer of the change. In addition, Seller may modify this Contract based on changes to applicable tariffs, rules, regulations, or laws, including changes that adversely affect Seller's ability to economically operate the Program. This Contract shall be governed and construed in accordance with the laws of the State of New York, without regard to the application of its conflicts of laws principles. The parties agree that with respect to any and all disputes between the parties arising under this Contract, the courts of the State of New York shall have exclusive jurisdiction.

CONSUMER CONTACT INFORMATION: Should Buyer have any questions, or require additional information, regarding this Contract, Buyer can contact Seller (See Section 5 for contact information.) Buyer may also contact the New York State Public Service Commission Toll Free Competitive Energy Hotline at (888) 697-7728, the NYSPSC Office of Consumer Services, 3 Empire State Plaza, Albany, NY 12223-1350, or www.dps.state.ny.us. Additional toll free number 1-800-342-3377.

DISPUTE RESOLUTIONS: Disputes involving amounts within the jurisdiction limit of the local small claims court may be heard there. The Parties shall use their best efforts to resolve the dispute or claim through good faith negotiations. Upon failure of such negotiations, but within sixty (60) days of notice to the other Party of the dispute, Buyer may request the American Arbitration Association to appoint an arbitrator. The arbitrator shall not have the power to amend or add to this Contract. The decision of the arbitrator shall be confined to the issue(s) presented for arbitration and shall be final and binding, except that either Party may petition a court of competent jurisdiction for review or errors of law. The decision of the arbitrator shall determine and specify how the expense of the arbitration shall be borne.

MISCELLANEOUS: For further information on comparative marketers and rates, visit the Power to Choose website at <http://newyorkpowertochoose.com/>.

INFORMATION RELEASE AUTHORIZATION: Customer authorizes the Village of Sloan to obtain and review information regarding the Customer's credit history from Credit Reporting agencies, and the following information from the LDC: consumption history, Billing determinant, credit information, public assistance status, existence of medical Emergencies, status as to whether Buyer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods under PSL 32(3); and information pertaining to PSL 33, tax status and eligibility for economic development or other incentives. This information may be used by the Village of Sloan to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third-party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to the Village of Sloan. This authorization will remain in effect during the Term of this Agreement or any renewal thereof. Customer may rescind this authorization at any time by providing written notice thereof to the Village of Sloan or calling the Village of Sloan at (716)897-1560. The Village of Sloan reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

