

FORM OF FSS SERVICE AGREEMENT
For Use Under Seller's Rate Schedule FSS

THIS AGREEMENT entered into as of the ___ day of _____, _____, by and between Honeoye Storage Corporation, a New York corporation, hereinafter referred to as "Seller," and _____, hereinafter referred to as "Customer."

WITNESSETH

WHEREAS, Customer has requested Seller to store Gas on its behalf; and

WHEREAS, Seller has sufficient capacity available to provide the Storage Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I STORAGE SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Day cause Gas to be delivered to Seller up to the Maximum Daily Injection Quantity plus Seller's Injection Use for Storage of up to the Maximum Storage Quantity, and at Customer's request on any Day, Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, up to the Maximum Daily Withdrawal Quantity, reduced by Seller's Withdrawal Use. The Maximum Daily Withdrawal Quantity, Maximum Storage Quantity and Maximum Daily Injection Quantity as set forth in Exhibit A to this Agreement.
3. Seller, if requested by Customer, may inject or withdraw from storage daily quantities in excess of the Maximum Daily Injection Quantity or Maximum Daily Withdrawal Quantity specified in Exhibit A, if it can do so without adverse effect on Seller's operations or its ability to meet its higher priority obligations as specified in paragraph 10 of the General Terms and Conditions.
4. Seller shall use reasonable efforts, if requested by Customer, to permit customer to inject or withdraw, quantities of Gas pursuant to Paragraph 3 above up to the Customer's Maximum Storage Quantity reduced by Seller's Withdrawal Use.

ARTICLE II

POINT OF INJECTION/WITHDRAWAL

1. Customer shall deliver or cause to be delivered Gas hereunder at the Point of

Injection/Withdrawal.

2. Seller shall Tender to or for the account of Customer, Equivalent Quantities of Gas stored hereunder, at the Point of Injection/Withdrawal.

ARTICLE III TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a primary term commencing _____ and ending _____.

ARTICLE IV

RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FSS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, Volume No. 1A, as filed with the Commission. Such Rate Schedule and General Terms and Conditions are incorporated by reference and made a part hereof. Sections IV & V of Exhibit A hereto sets forth the applicable information as follows, which shall be utilized for transactions hereunder:

- (a) Rates and Charges
- (b) Additional charges which are applicable.

Exhibit A to this Agreement shall specify the Rates and Charges and Additional charges which are applicable. When the level of any Additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FSS or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.

3. Further Agreement:

(Write None or specify the agreement).

ARTICLE V

NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill

provided for in this Agreement or any notice which a party may desire to give the other shall be in writing and mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Honeoye Storage Corporation
4511 Egypt Road
Canandaigua, NY 14424
Attention: Manager of Marketing and Compliance

Customer: _____

ARTICLE VII

INCORPORATION BY REFERENCE

The provisions of Rate Schedule FSS and the General Terms and Conditions of Seller's FERC Gas Tariff, Volume No. 1A, as may be modified or amended from time to time, are specifically incorporated herein by reference and made a part hereof.

ARTICLE VII

MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective _____:
2. Replacement Customer.

[If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers or Representatives thereunto duly authorized.

HONEOYE STORAGE CORPORATION

By: _____

Its: _____

(Customer)

By: _____

Its: _____

EXHIBIT "A"

to

Agreement between

Honeoye Storage Corporation (Seller)

and

_____ (Customer)

Dated _____

- I. MAXIMUM DAILY INJECTION QUANTITY (Dth)
- II. MAXIMUM DAILY WITHDRAWAL QUANTITY (Dth)
- III. MAXIMUM STORAGE QUANTITY (Dth)
- IV. RATES AND CHARGES (monthly)
 - Deliverability Reservation Rate \$ _____ /Dth/mo
 - Capacity Reservation Rate \$ _____ /Dth/mo
 - Injection Rate \$ _____ /Dth
 - Overrun Injection Rate \$ _____ /Dth
 - Withdrawal Rate \$ _____ /Dth
 - Late Withdrawal Rate \$ 1 /Dth
 - Overrun Withdrawal Rate \$ _____ /Dth
- V. ADDITIONAL CHARGES - pursuant to Section 5 of Rate Schedule FSS
- VI. INJECTION AND WITHDRAWAL USE CHARGES
- VII. Fuel Charge
 - 1% gas injected/mo
 - 1% gas withdrawn/mo

FORM OF PNFSS SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule PNFSS)

THIS AGREEMENT entered into as of the ____ day of _____ by and between Honeoye Storage Corporation, a New York corporation, hereinafter referred to as "Seller," and _____, hereinafter referred to as "Customer".

WITNESSETH

WHEREAS, Customer has requested Seller to store Gas on its behalf; and

WHEREAS, Seller may from time to time have sufficient storage capacity available to provide Priority Non-Firm Storage Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I
STORAGE SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may deliver or cause Gas to be delivered to Seller on an interruptible basis, up to the Maximum Daily Injection Quantity, plus Seller's Injection Use, for Storage up to the Maximum Storage Quantity or Storage Overrun Quantity, and Seller agrees to receive, store and redeliver at Customer's request Equivalent Quantities of Gas to or for the account of Customer, on an interruptible basis, up to the Maximum Daily Withdrawal Quantity, reduced by Seller's Withdrawal Use, all as set forth on Exhibit A attached hereto.
3. Seller, if requested by Customer, may inject or withdraw from storage daily quantities in excess of the Maximum Daily Injection Quantity or Maximum Daily Withdrawal Quantity specified in Exhibit A above if it can do so without adverse effect on Seller's operations or its ability to meet its higher priority obligations as specified in Paragraph 10 of the General Terms and Conditions.

ARTICLE II
POINT OF INJECTION/WITHDRAWAL

1. Customer shall deliver or cause to be delivered Gas hereunder at the Point of Injection/Withdrawal.
2. Seller shall Tender to or for the account of Customer, Equivalent Quantities of Gas stored hereunder, at the Point of Injection/Withdrawal.

ARTICLE III
TERM OF AGREEMENT

1. This Agreement shall be effective for an initial period as of the date first written above until _____, and _____ to _____ thereafter, until terminated by Seller or Customer upon _____ prior written notice to the other specifying a termination date at the end of such period or any successive period thereafter. The period of service hereunder shall be from _____ until the termination of this Agreement.

ARTICLE IV
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule PNFSS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, Volume No. 1A, as filed with the Commission. Such Rate Schedule and General Terms and Conditions are incorporated by reference and made a part hereof. Sections IV & V of Exhibit A hereto sets forth the applicable information as follows, which shall be utilized for transactions hereunder:
 - a. Rates and Charges
 - b. Additional charges which are applicable.

Exhibit A to the Service Agreement shall specify the Rates and Charges and additional Charges which are applicable. When the level of any additional Charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such changes) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate body for such changes to any rates, terms and conditions set forth herein in Rate Schedule PNFSS or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement:

(Write None or specify the agreement).

ARTICLE V
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing and mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Honeoye Storage Corporation
 4511 Egypt Road
 Canandaigua, NY 14424
 Attention: Manager of Marketing and Compliance

Customer: _____

ARTICLE VI
INCORPORATION BY REFERENCE

1. The provisions of Rate Schedule PNFSS and the General Terms and Conditions of Seller's FERC Gas Tariff, Volume No. 1A, as may be modified from time to time, are specifically incorporated herein by reference and made a part hereof.

ARTICLE VII
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective _____ :

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by

their respective officers or Representatives thereunto duly authorized.

HONEOYE STORAGE CORPORATION

By: _____

Its _____

(Customer)

By: _____

Its _____

EXHIBIT "A"

to

Agreement between

Honeoye Storage Corporation (Seller)

and

_____ (Customer)

Dated _____

I. MAXIMUM DAILY INJECTION QUANTITY (Dth)

II. MAXIMUM DAILY WITHDRAWAL QUANTITY (Dth)

III. MAXIMUM STORAGE QUANTITY (Dth)

IV. STORAGE OVERRUN QUANTITY (Dth)

V. RATES AND CHARGES (Monthly)

Priority Non-Firm Storage

Service Quantity Rate _____ \$/Dth/mo

Injection Rate _____ \$/Dth

Withdrawal Rate _____ \$/Dth

Late Withdrawal Rate 1 \$/Dth

Overrun Storage Commodity Rate _____ \$/Dth/

Overrun Injection Rate _____ \$/Dth/d

Overrun Withdrawal Rate _____ \$/Dth/d

VI. ADDITIONAL CHARGES - Pursuant to Section 5 of Rate Schedule PNFSS

VII. INJECTION AND WITHDRAWAL USE CHARGES

VIII. Fuel Charge 1% gas injected/mo
1% gas withdrawn/mo

FORM OF ISS SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule ISS)

THIS AGREEMENT entered into as of the ____ day of _____ by and between Honeoye Storage Corporation, a New York corporation, hereinafter referred to as "Seller," and _____, hereinafter referred to as "Customer".

WITNESSETH

WHEREAS, Customer has requested Seller to store Gas on its behalf; and

WHEREAS, Seller may from time to time have sufficient storage capacity available to provide Interruptible Storage Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I
STORAGE SERVICE

- I. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may deliver or cause Gas to be delivered to Seller on an interruptible basis, up to the Maximum Daily Injection Quantity, plus Seller's Injection Use, for Storage up to the Maximum Storage Quantity or Storage Overrun Quantity, and Seller agrees to receive, store and redeliver at Customer's request Equivalent Quantities of Gas to or for the account of Customer, on an interruptible basis, up to the Maximum Daily Withdrawal Quantity, reduced by Seller's Withdrawal Use, all as set forth on Exhibit A attached hereto.
3. Seller, if requested by Customer, may inject or withdraw from storage daily quantities in excess of the Maximum Daily Injection Quantity or Maximum Daily Withdrawal Quantity specified in Exhibit A above if it can do so without adverse effect on Seller's operations or its ability to meet its higher priority obligations as specified in Paragraph 10 of the General Terms and Conditions.

ARTICLE II
POINT OF INJECTION/WITHDRAWAL

1. Customer shall deliver or cause to be delivered Gas hereunder at the Point of Injection/Withdrawal.
2. Seller shall Tender to or for the account of Customer, Equivalent Quantities of Gas stored hereunder, at the Point of Injection/Withdrawal.

ARTICLE III
TERM OF AGREEMENT

1. This Agreement shall be effective as of _____ and shall remain in force and effect until _____ and shall continue thereafter, until terminated by Seller or Customer upon at least thirty (30) days written notice to the other specifying the termination date.

ARTICLE IV
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule ISS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, Volume No. 1A, as filed with the Commission. Such Rate Schedule and General Terms and Conditions are incorporated by reference and made a part hereof. Sections IV & V of Exhibit A hereto sets forth the applicable information as follows, which shall be utilized for transactions hereunder:
 - a. Rates and Charges
 - b. Additional charges which are applicable.

Exhibit A to the Service Agreement shall specify the Rates and Charges and additional Charges which are applicable. When the level of any additional Charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an

amendment to Exhibit A to reflect such changes) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate body for such changes to any rates, terms and conditions set forth herein in Rate Schedule ISS or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement:

(Write None or specify the agreement).

ARTICLE V
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other

shall be in writing and mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Honeoye Storage Corporation
4511 Egypt Road
Canandaigua, NY 14424
Attention: Manager of Marketing and Compliance

Customer: _____

ARTICLE VI
INCORPORATION BY REFERENCE

The provisions of Rate Schedule ISS and the General Terms and Conditions of Seller's FERC Gas Tariff, Volume No. 1A, as may be modified from time to time, are specifically incorporated herein by reference and made a part hereof.

ARTICLE VII
MISCELLANEOUS

- 1. This Agreement supersedes and cancels the following contract between the parties hereto effective _____ :

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers or Representatives thereunto duly authorized.

HONEOYE STORAGE CORPORATION

By: _____

Its _____

(Customer)

By: _____

Its _____

EXHIBIT "A"

to

Agreement between

Honeoye Storage Corporation (Seller)

and

_____ (Customer)

Dated _____

- I. MAXIMUM DAILY INJECTION QUANTITY (Dth)
- II. MAXIMUM DAILY WITHDRAWAL QUANTITY (Dth)
- III. MAXIMUM STORAGE QUANTITY (Dth)
- IV. STORAGE OVERRUN QUANTITY (Dth)
- V. RATES AND CHARGES (Monthly)

Injection Rate	_____	\$/Dth
Withdrawal Rate	_____	\$/Dth
Inventory Charge	_____	\$/Dth/d
Late Withdrawal Charge	<u> 1 </u>	\$/Dth/d
Overrun Storage Commodity Rate	_____	\$/Dth/d

- VI. ADDITIONAL CHARGES - Pursuant to Section 5 of Rate Schedule ISS

- VII. INJECTION AND WITHDRAWAL USE CHARGES

- VIII. Fuel Charge 1% gas injected/mo
1% gas withdrawn/mo

FORM OF PAL SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule PAL)

THIS AGREEMENT entered into as of the ____ day of _____ by and between Honeoye Storage Corporation, a New York corporation, hereinafter referred to as "Seller," and _____, hereinafter referred to as "Customer".

WITNESSETH

WHEREAS, Customer has requested Seller to provide certain interruptible parking and lending service on its behalf; and

WHEREAS, Seller may from time to time have sufficient existing capacity and operational flexibility available to provide such interruptible service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I
PAL SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Following the commencement of service hereunder, in accordance with the terms of Rate Schedule PAL and of this Agreement, Seller shall provide Interruptible parking and lending service for Customer and shall park and loan the quantities of Gas up to the Customer's Maximum Park Quantity, and/or Maximum Loan Quantity.

ARTICLE II

TERM OF AGREEMENT

1. This Agreement shall be effective as of _____ and shall remain in force and effect until _____, and shall continue thereafter, until terminated by Seller or Customer upon at least thirty (30) days written notice to the other specifying the termination date.

ARTICLE III
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Exhibit A hereto, Seller's Rate Schedule PAL and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, Volume No. 1A, as filed with the Commission. Such Rate Schedule and General Terms and Conditions

are incorporated by reference and made a part hereof.

Exhibit A hereto specifies the Rates and Charges and Additional Charges which are applicable. When the level of any Additional Charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A (to reflect such changes) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate body for such changes to any rates, terms and conditions set forth herein in Rate Schedule PAL or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.

3. Further Agreement:

(Write None or specify the agreement).

ARTICLE IV
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing and mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Honeoye Storage Corporation
4511 Egypt Road
Canandaigua, NY 14424
Attention: Manager of Marketing and Compliance

Customer: _____

ARTICLE V
INCORPORATION BY REFERENCE

The provisions of Rate Schedule PAL and the General Terms and Conditions of Seller's FERC Gas Tariff, Volume No. 1A, as may be modified from time to time, are specifically incorporated herein by reference and made a part hereof.

ARTICLE VI
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective _____:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers or Representatives thereunto duly authorized.

HONEOYE STORAGE CORPORATION

By: _____

Its _____

(Customer)

By: _____

Its _____

EXHIBIT "A"

to

Agreement between

Honeoye Storage Corporation (Seller)

and

_____ (Customer)

Dated _____

- I. MAXIMUM DAILY INJECTION QUANTITY (Dth) _____
- II. MAXIMUM PARK QUANTITY (Dth) _____
- III. MAXIMUM DAILY WITHDRAWAL QUANTITY (Dth) _____
- IV. MAXIMUM LOAN QUANTITY (Dth) _____

Loan Time _____

V. RATES (Monthly)

Interruptible PAL Charge (Loan)	_____ \$/Dth/d
Interruptible PAL Charge (Park)	_____ \$/Dth/d
Interruptible PAL Injection Charge	_____ \$/Dth
Interruptible PAL Withdrawal Charge	_____ \$/Dth
Interruptible PAL Overrun Charge	_____ \$/Dth
Interruptible PAL Late Withdrawal Charge	<u>1</u> \$/Dth

VI. ADDITIONAL CHARGES - Pursuant to Section 5 of Rate Schedule PAL

PAL Term:

Begin Date: _____

End Date: _____