

PSC NO: 1 GAS LEAF: 172.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 02/01/12 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with Order in C. 11-G-0412 dated 01/10/12

Service Classification No. 12

Temperature-Controlled Service - Non-Residential (continued)
(Rate Codes: 330, 331, 332)

Special Provisions (continued):

2. The Company reserves the right to accept only such applications under this Service Classification as will, in the Company's sole judgment, permit it to dispose of the gas it has available for sale without requiring an unreasonable or uneconomic extension of facilities.
3. Control devices, whether automatic or semi-automatic will be set at the Designated Temperatures. The Company will notify Customers of the current Designated Temperatures prior to the start of each winter.
4. The Company will be responsible for the maintenance of Company-owned equipment. This equipment is identified as the meter, the remote switchover and meter reading equipment, and all associated wiring and relays associated with that equipment.

Customer Responsibility:

1. It is understood and agreed that as a condition of service hereunder Customers are required to transfer their fuel supply from gas to an alternate fuel source when the Local Outside Temperature reaches the Designated Interruption Temperature or there is a Company-initiated interruption, whichever occurs first.
2. Unless otherwise expressly authorized by the Company in writing, a supply of alternate fuel sufficient to meet the Customer's fuel consumption needs for a period of ten (10) days is the minimum required standby alternate fuel supply at the beginning of the heating season.
3. Customer will at all times maintain dual-fuel equipment and a sufficient standby alternate fuel supply throughout the heating season in the event that transfer off of natural gas is required pursuant to this Service Classification.
4. Such dual-fuel equipment and all associated control devices, the installation and the subsequent operation thereof will be subject to the Company's inspection and requirements.
5. Customer agrees to be solely responsible for the service, maintenance, repair and upkeep of all Customer-owned equipment, including dual-fuel equipment and all associated control devices. The Customer will not be responsible to maintain or repair Company-owned equipment. In maintaining or repairing its own equipment, however, Customer will be responsible to avoid damage to or disconnection of Company-owned equipment and to notify Company immediately of any such event. Customers with semi-automatic equipment are responsible for maintaining an alarm notifying them that the Designated Interruption Temperature has been reached and that a switchover to an alternate fuel is necessary. The Company assumes no responsibility for the adequacy of standby facilities and will not be liable for any loss, damage or expense, direct or indirect that may be incurred by the Customer or others in connection with or as a result of any curtailment or discontinuance of gas service pursuant to this Rate Schedule.

Issued by: William J. Akley, President, Hicksville, NY