

PSC NO: 1 GAS LEAF: 210.52
COMPANY: KEYSpan GAS EAST CORPORATION REVISION: 0
INITIAL EFFECTIVE DATE: 11/03/06 SUPERSEDING REVISION:
STAMPS:

**Form of Operations and Maintenance Agreement
For Electric Generation – Third Party
(Service Classification No. 14)**

This Agreement (the “Agreement”) is entered into as of the ____ day of ____, 200_ by and between KEYSpan GAS EAST CORPORATION d/b/a KeySpan Energy Delivery Long Island, a New York corporation with an office at 175 East Old Country Road, NY 11801 (“KeySpan”) and _____, a _____ with an office at _____ (“Customer”). KeySpan and Customer may be referred to collectively herein as the “Parties” or individually as a “Party”.

WHEREAS, KeySpan’s customer under the GTA, as defined below, _____ (“Third Party”) and Customer entered into an agreement addressing their respective rights and obligations in connection with the transportation of natural gas to Customer’s electric generation plant located _____ (the “Plant”); and

WHEREAS, KeySpan has agreed to negotiate a Gas Transportation Agreement with “Third Party” for the transportation of natural gas to the Plant (the “GTA”) on “Third Party’s” behalf;

WHEREAS, Customer has requested that KeySpan provide certain operation and maintenance services in connection with certain of the natural gas facilities at the Plant and KeySpan is willing to perform such operation and maintenance services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

Article 1 - Definitions

- 1.1 “Emergency Services” has the meaning set forth in Section 2.3 of this Agreement.
- 1.2 “Facilities” means the natural gas facilities identified in Exhibit A attached hereto.
- 1.3 “Force Majeure” has the meaning set forth in Section 5.1 of this Agreement.

Issued by: Joseph F. Bodanza, Senior Vice President, Hicksville, NY