

PSC NO: 1 GAS LEAF: 210.1  
COMPANY: KEYSpan GAS EAST CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 11/03/06 SUPERSEDING REVISION:  
STAMPS:

Form of Facilities Construction and Reimbursement Agreement  
For Electric Generation  
(Service Classification No. 14)

This Facilities Construction and Reimbursement Agreement (this "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ company, located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ ("Customer"), and KEYSpan GAS EAST CORPORATION d/b/a KeySpan Energy Delivery Long Island, a New York Corporation with offices at 175 East Old Country Road, Hicksville, New York 11801 ("KeySpan"). Customer and KeySpan may be collectively referred to hereinafter as the "Parties" or individually as a "Party".

W I T N E S S E T H :

WHEREAS, Customer intends to construct, own and operate an electric generation plant located at \_\_\_\_\_, \_\_\_\_\_ (the "Plant"); and

WHEREAS, the Parties intend to enter into an agreement for the transportation of natural gas on a [non]/ interruptible basis by KeySpan to the Plant (the "Gas Transportation Agreement"); and

WHEREAS, the construction of certain natural gas facilities to provide [non]/ interruptible gas transportation service is required prior to the commencement of service under the Gas Transportation Agreement; and

WHEREAS, Customer has requested that KeySpan design and construct certain of the facilities necessary for the [non]/ interruptible transportation of natural gas to the Plant as more fully described herein; and

WHEREAS, KeySpan has agreed to design and construct certain of the facilities in accordance with the provisions of this Agreement; and

WHEREAS, the Parties intend to enter into an Operation and Maintenance Agreement (the "O&M Agreement") for the operation and maintenance by KeySpan of certain of the facilities during the term of the Gas Transportation Agreement.

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