

PSC NO: 1 GAS LEAF: 182
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 8
INITIAL EFFECTIVE DATE: 11/01/08 SUPERSEDING REVISION: 7
STAMPS:

Service Classification No. 13
Temperature-Controlled Transportation Service (continued)
(Rate Codes: 730, 731, 732)

Special Provisions (continued):

a. Warranty of Title: Seller warrants that, at the time of delivery of gas to the Company, Seller or Customer will have good title to deliver all gas volumes available.

9. Fuel Use and Loss Allowances:

a. Charges for gas are applicable to quantities metered at the customer's metered facilities.

b. As an allowance for fuel use and losses incurred in the process of delivery between the City Gate and the customer's metered facilities, the Customer shall provide the Company at its City Gate with a thermal equivalent amount of gas equal to 2.81% of the amount transported for the Customer.

10. Reassignment of Gas: A Customer that takes service under this Service Classification must take delivery of the gas at its facilities and may not remeter (or submeter), resell, assign, or otherwise dispose of the customer-owned gas to others for delivery at other facilities on the company's system.

11. Except as specified above, or in the Customer's Service Agreement, all provisions of the sales Service Classification that would otherwise apply to services to the Customer are specifically incorporated herein and shall apply to the transportation services provided hereunder.

Customer Failure

During each winter season, a customer that does not interrupt gas service when required to do so, including during the first system-wide test of the season will be notified that they have violated the service requirements of the interruptible tariff. Violations occurring other than during the test will result in penalties contained under the "Additional Charge" section of this service classification.

A "warning letter" will be sent to customers after their first violation of the winter season. Failure to comply during the first system-wide test of the season, or any follow-up tests, is considered a violation.

There is an amnesty clause available to customers that experience an equipment failure. Should a customer's equipment fail to switch, it must notify the Company within one hour of the failure, and provide proof within two days that the equipment has been repaired and is operable. If a customer can demonstrate that it was unable to obtain and install the necessary equipment within two days, the customer shall have five more days to remedy the situation. The customer shall also provide proof that it has installed the necessary equipment. If a customer meets this criteria, the violation will be waived. If the customer cannot obtain and/or install the necessary equipment within seven days, the equipment failure will be considered a violation. However, there will be only one waiver of a violation allowed per winter season. Such waiver does not exempt the customer from having to pay any related overrun or unauthorized use charges.

Issued by: Nick Stavropoulos, Executive Vice President, Hicksville, NY