..DID: 20394 ..TXT: PSC NO: 1 GAS LEAF: 107 COMPANY: KEYSPAN GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3 INITIAL EFFECTIVE DATE: 09/01/02 SUPERSEDING REVISION: 2 STAMPS: Issued in compliance with order in Case 99-G-1469 dated 5/23/02 RECEIVED: 08/28/02 STATUS: Effective EFFECTIVE: 09/01/02

GENERAL INFORMATION

IV. Forms for Gas Service (continued):

.1 Application and Contract (continued):

H. Interruptible Transportation Service Agreement (continued):

- 3. Customer's term shall begin on ______ and shall expire twelve months thereafter unless otherwise terminated pursuant to Service Classification No. 7. This term will be extended for additional twelve month periods unless the Customer has provided thirty (30) days prior written notice of termination to "KeySpan". Upon such termination, the Customer shall pay for all service rendered through effective date of termination.
- 4. Customer warrants that all information provided to "KeySpan" for the purpose of qualifying for service under Service Classification No. 7 is true and accurate and Customer acknowledges that such information has been provided to "KeySpan" for the purpose of inducing "KeySpan" to provide service pursuant to Service Classification No. 7;
- 5. The Customer acknowledges and agrees that the supply and transportation of Customer purchased gas to an existing Receipt Point(s) of the company's gas facilities shall be solely the responsibility of the Customer,
- 6. Customer is responsible for the costs associated with the installation and maintenance of 1) remote meter reading devices to the extent such cost exceeds the cost of non-remote meter reading devices and 2) any new facilities required for the company's provision of service to Customer pursuant to Special Provision (a) of Service Classification No. 7; If telemtering equipment is inoperative for customer controlled reasons for a period of time greater than eight weeks, the customer shall be returned to the appropriate sales rate for a minimum term of 12 months.
- 7. Customer is responsible for additional charges, including, but not limited to FERC filing fees and any pipeline imbalance penalty charges;
- 8. Customer has provided a telephone number that will be active to receive notification of interruption from "KeySpan" 24 hours per day, seven days per week. "KeySpan" shall provide at least four hours notice during non-emergency conditions and one hour notice during emergency conditions. It will be deemed that "KeySpan" has provided adequate notice of interruption if "KeySpan" has made a good faith effort to notify by attempting to call the telephone number designated herein for purposes of such notification whether or not Customer is available to answer such call. "KeySpan" will interrupt deliveries of gas to any or all Customers taking service under this Service Classification No. 7 whenever and to the extent that it may be advisable in "KeySpan's" judgement. A Customer that continues to take gas after receiving notice of interruption by the Company will be billed at a penalty rate specified in the Company=s SC-7 Tariff and "KeySpan" may take immediate action to terminate the Customer's gas supply;