

..DID: 7390
 ..TXT: PSC NO: 1 GAS LEAF: 95
 COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0
 INITIAL EFFECTIVE DATE: 03/18/99 SUPERSEDING REVISION:
 STAMPS:
 Effective date postponed to 07/01/99. See Supplement No. 2, 1, 1
 RECEIVED: 02/16/99 STATUS: Effective EFFECTIVE: 07/01/99

GENERAL INFORMATION

IV. Forms for Gas Service (Continued):

1. Application and Contract (Continued):

E. Interruptible Gas Service Agreement (continued):

- (a)(2) The credit allowed is \$_____ based on an estimate of revenue from the Customer for the first two years of service. This credit will be equal to an estimate of sales for the first twenty-four months of service times the current three month average unit excess revenue.
- (a)(3) Excess attachment cost is \$_____ which is equal to (a)(1) minus (a)(2).
- (b) The Customer must pay for the excess attachment cost shown in (a)(3) above prior to construction.
- (c) The Customer will be required to provide a five year surety bond or other security satisfactory to "Brooklyn Union" for the amount of the credit allowed in 2(a)(2) above provided by "Brooklyn Union" If at any time during the first five years the Customer's excess revenues are sufficient to meet the credit allowed, referred to as the revenue requirement, the bond obligation shall be void. If the Customer's excess revenues are not sufficient after the first five years to meet the revenue requirement, the Customer forfeits a portion of the bond as detailed in the tariff.

The Customer must install required house piping to the meter outlet, where appropriate, to the point of connection to the service line. The Customer shall execute and deliver to "Brooklyn Union" permanent easements or such other rights-of-way as "Brooklyn Union" may require to install and maintain the necessary mains, service lines, service connections and appurtenant facilities. The easements or rights-of-way delivered to "Brooklyn Union" shall be obtained at the Customer's expense. "Brooklyn Union" shall not be obligated to commence work under this Agreement until "Brooklyn Union" has received either satisfactory permanent easements or rights-of-way or the Customer's authorization to obtain such easements or rights-of-way on the Customer's behalf and at the Customer's expense.

Whenever a new Customer is connected to a main extension for which "Brooklyn Union" received a Customer contribution(s) within the previous five years, the new Customer shall pay a share of the facilities costs. The original Customer(s) who contributed to the main extension will be entitled to a refund. The refund shall be reasonably allocated among the original Customer(s) in proportion to the length of main used by each Customer served from the main extension in accordance with the tariff provisions. Whenever more than one Customer is connected to a main extension for which "Brooklyn Union" receives a Customer contribution(s), all Customer contributions shall be adjusted as to yield to "Brooklyn Union" not more than the cost applicable to said extension from all the Customers served from the main extension.

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY