

..DID: 4891  
 ..TXT: PSC NO: 1 GAS LEAF: 106  
 COMPANY: MARKETSPAN GAS CORPORATION DBA BROOKLYN UNION REVISION: 0  
 INITIAL EFFECTIVE DATE: 12/01/98 SUPERSEDING REVISION:  
 STAMPS:  
 CANCELLED effective 06/29/99  
 RECEIVED: 07/31/98 STATUS: Cancelled EFFECTIVE: 07/01/99

#### GENERAL INFORMATION

#### IV. Forms for Gas Service (continued):

##### .1 Application and Contract (continued):

##### H. Interruptible Transportation Service Agreement (continued):

- (iii) 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 "Brooklyn Union". Upon such termination, the Customer shall pay for all service rendered through effective date of termination. If upon such termination of this agreement, a fixed rate is applicable to Customer, Customer may not thereafter renew the service at a variable rate within the term of the fixed rate;
- (iv) Customer warrants that all information provided to "Brooklyn Union" 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 "Brooklyn Union" for the purpose of inducing "Brooklyn Union" to provide service pursuant to Service Classification No. 7;
- (v) 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;
- (vi) Customer is responsible for the costs associated with the installation 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;
- (vii) Customer is responsible for additional charges, including, but not limited to FERC filing fees and any pipeline imbalance penalty charges;
- (viii) The customer's annual, daily and hourly quantities shall be as follows:
- (A) Annualized Transportation Quantity \_\_\_\_\_ dth
- (B) Interruptible Daily Quantity \_\_\_\_\_ dth  
 [Defined as 1/365 of the Annualized Transportation Quantity].
- (C) Maximum Interruptible Daily Quantity \_\_\_\_\_ dth  
 [150% of the Interruptible Daily Quantity].
- (D) Maximum Interruptible Hourly Quantity \_\_\_\_\_ dth  
 [as set forth on Attachment A]

The Customer represents that the total quantities of gas listed above, less the amount of gas to be retained by the Company as an allowance for fuel used and/or lost in the process of transportation and delivery, do not exceed the customer's requirements;

Issued by Kathleen A. Marion, Secretary  
 175 East Old Country Road, Hicksville, NY