

..DID: 17302
 ..TXT: PSC NO: 1 GAS LEAF: 94
 COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
 INITIAL EFFECTIVE DATE: 01/09/02 SUPERSEDING REVISION: 0
 STAMPS:
 EFFECTIVE under authority of PSC 00-G-0996 made 11/30/01
 RECEIVED: 10/09/01 STATUS: Effective EFFECTIVE: 12/01/01

GENERAL INFORMATION

IV. Forms for Gas Service (continued):

1. Application and Contract (continued):

E. Interruptible Gas Service Agreement (continued):

- (iv) Customer has provided a telephone number that will be active to receive notification of interruption from "Brooklyn Union" 24 hours per day, seven days per week. "Brooklyn Union" shall provide at least four hours notice during non-emergency conditions and one hour notice during emergency conditions. It will be deemed that "Brooklyn Union" has provided adequate notice of interruption if "Brooklyn Union" 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. "Brooklyn Union" will interrupt deliveries of gas to any or all Customers taking service under this Service Classification No. 4 whenever and to the extent that it may be advisable in "Brooklyn Union's" judgement. A Customer that continues to take gas after receiving notice of interruption by the Company will be billed at a penalty rate of nine (9) times either (1) the sum of the Market Price for natural gas delivered to the Company's city gate on the day of violation plus the transportation rate the Customer would be subject to if it was a transportation Customer, or (2) the applicable sales rate, whichever is higher. All charges are subject to all utility taxes and surcharges. Market Price shall be defined as the city gate delivered market price for natural gas on the days of interruption as quoted by "Gas Daily". The Company may take immediate action to terminate the Customer's gas supply.
- (v) All rates and charges under the Service Classification No. 4 tariff are subject to increase pursuant to Section III.2 of the tariff where service is provided to a Customer in a municipality;
- (vi) If any provision herein is construed to be inconsistent with Service Classification No. 4, Customer acknowledges that the provisions of Service Classification No. 4 as modified and approved by the New York State Public Service Commission shall govern;
- (vii) "Brooklyn Union's" waiver of any one or more of the provisions of this Service Agreement and/or Service Classification No. 4 shall not operate or be construed as a future waiver of any provision or future provision, whether of a like or different character; and
- (viii) Customers who are members of energy cooperatives are responsible for identifying themselves to the Company. These Customers are required to provide annually pertinent information required by the Company to certify their cooperative status.

"Brooklyn Union" offers the Customer the following two options with respect to the investment required to attach to the system. The Customer will select an option by placing a check mark in the appropriate box. The Customer agrees to comply with the conditions contained in the option it selects.

- /___/ 1. The attachment cost shall be paid by the Customer prior to construction.
- /_/ 2. (a)(1) "Brooklyn Union" will allow the Customer a credit against the total attachment cost of \$_____ .

Issued by Robert D. Ekholm, Corp. Secretary's Office, Hicksville, NY