

PSC NO: 12 GAS LEAF: 431.1  
 COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1  
 INITIAL EFFECTIVE DATE: 06/01/19 SUPERSEDING REVISION: 0  
 STAMPS:

#### IV. FORMS (Continued)

##### SYSTEM REINFORCEMENT SURCHARGE AGREEMENT

This AGREEMENT, made \_\_\_\_\_, \_\_\_\_\_, is by and between \_\_\_\_\_ (the "Customer"), having an address at \_\_\_\_\_, and THE BROOKLYN UNION GAS COMPANY d/b/a National Grid NY (the "Company"), having an address at One MetroTech Center, Brooklyn, New York 11201.

#### WITNESSETH:

WHEREAS, the Customer is the owner or occupant of the premises known as [\_\_\_\_\_] ("Premises") and currently receives [interruptible] [temperature controlled] gas service under Service Classification ("SC") [\_\_\_\_\_] of the Company's Schedule for Gas Service ("Tariff");

WHEREAS, the Customer has made a written application to the Company requesting to upgrade gas service at the Premises from [non-firm demand response] service to firm service under SC-2 (General Service, Non-Residential) or SC-3 (Multi-Family Service);

WHEREAS, there is currently insufficient system pressure to supply firm gas service to the Premises and, therefore, the Customer requests that the Company reinforce its system ("System Reinforcements") as needed to supply firm service to the Premises;

NOW THEREFORE, in consideration of the supply of gas to the Premises and the other matters addressed herein, the parties agree as follows:

FIRST: the Customer assures the Company that [he/she/it] will be a reasonably permanent customer and otherwise qualifies for gas service under SC-2 or SC 3.

SECOND: the Customer agrees to pay the Company the rates applicable to the type of service requested. In addition, Customer will pay an annual surcharge equal to twenty percent of the total cost of the System Reinforcements (inclusive of carrying charges), as detailed in Attachment A. The surcharge shall be paid ratably for each billing period, beginning when gas service is first available to the Customer.

THIRD: Customer agrees to furnish reasonable security for the performance of this Agreement, if requested by the Company.

FOURTH: The terms and conditions of the Tariff are incorporated herein by reference, and made a part hereof.

Issued by: John Bruckner, President, Brooklyn, NY