

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 07/01/17
STAMPS: Issued in compliance with Order in Case 15-G-0185 dated June 16, 2017

LEAF: 181.1
REVISION: 3
SUPERSEDING REVISION: 2

SERVICE CLASSIFICATION No. 5A – Continued

There is an amnesty clause available to Customers that experience an equipment failure. Should a Customer fail to switch to its alternate fuel when it is notified to do so because of equipment failure, the Customer must notify the Company within one hour of the failure, and provide proof within two days that the equipment has been repaired and is operable. If a Customer can demonstrate that it was unable to obtain and install the necessary equipment within two days, the Customer will have five more days to remedy the situation. The Customer will provide proof that it has installed the necessary equipment and that it is operable. If a Customer meets these criteria, amnesty for the violation will apply. If the Customer cannot obtain and/or install the necessary equipment within seven days, the equipment failure will be considered a violation. Only one grant of amnesty for an equipment violation will be allowed per winter season. Such grant of amnesty does not exempt the Customer from having to pay any applicable charges, including Unauthorized Use Charges or non-compliance Charges.

- I. Communications Protocol.** Effective October 2012, the Company will maintain a database of contact information for all of its interruptible customers and interested stakeholders (e.g., DPS Staff, ESCOs, NYSERDA and oil associations). This database will be used to provide notifications to these customers and stakeholders regarding the Company's interruptible service, including: forecast temperatures, potential interruptions, and the initiation/conclusion of actual interruptions. These notifications will be sent via multiple mediums, such as telephone, electronic mail and text message. Beginning October 2012, the Company will perform an annual communications test during which interruptible and temperature controlled customers will be asked to confirm their contact information. The Communications Protocols for all customers served under this service classification are described in the Company's Gas Transportation Operating Procedures Manual, Section VII, as filed with the Public Service Commission. Customers will be required to provide affidavits confirming that they have alternative fuel supply contracts in place for the upcoming winter heating season as described in the Company's Gas Transportation Operating Procedures Manual, Section VII, as filed with the Public Service Commission.

Termination:

Notwithstanding any other provisions or requirements of this Service Classification, if a Customer fails to maintain its dual-fuel equipment or associated control devices in proper working order, or interferes in any manner with Company-owned equipment, or interferes with or hinders in any manner the Company's rights of access, metering and inspection, or otherwise violates any provision of this Service Classification, the Company will have the absolute right to terminate the gas service provided for hereunder. Any Customer terminated for non-compliance with this Service Classification will not be permitted to return to this Rate Schedule until the end of the following winter season.

Issued by: Kenneth D. Daly, President, Brooklyn, NY