Received: 08/25/2016 Status: CANCELLED

Effective Date: 12/01/2016

PSC NO: 1 GAS
COMPANY: KEYSPAN GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 10
INITIAL EFFECTIVE DATE: 12/01/16 SUPERSEDING REVISION: 9
STAMPS:

GENERAL INFORMATION

IV. Forms for Gas Service (continued): .1 Application and Contract (continued): H. Interruptible Transportation Service Agreement (continued):

- 3. Customer shall take and pay for the service in accordance with Service Classification No. 7 and is bound by the terms and conditions contained therein and in accordance with any changes or modifications thereof as approved by the Public Service Commission of the State of New York;
- 4. Customer's term shall begin on and shall continue for a period of one year. Thereafter either party may terminate the agreement upon six months' written notice to the other party. Upon such termination, the Customer shall pay for all service rendered through effective date of termination.
- 5. Customer warrants that all information provided to "National Grid" 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 "National Grid" for the purpose of inducing "National Grid" to provide service pursuant to Service Classification No. 7;
- 6. 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
- 7. Customer is responsible for the costs associated with the installation and maintenance 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; If telemetering equipment is inoperative for customer controlled reasons for a period of time greater than eight weeks, the customer shall be returned to the appropriate sales rate for a minimum term of 12 months.
- 8. Customer is responsible for additional charges, including, but not limited to FERC filing fees and any pipeline imbalance penalty charges;
- 9. In the event that the Company calls on peaking assets to supplement supply to meet high demand or for the isolated distribution system reliability reasons in excess of four hours (other than for LNG plant idling or cooling or for system testing), or if the Company, at its sole discretion, determines that it is warranted to protect the reliability and safety of the system for firm Customer, the Company will interrupt service to Customers on this service classification as described in the Company's Gas Transportation Operating Procedures ("GTOP"). Interruptible customers may remain on gas when peaking supplies are dispatched in the following circumstances: 1) peaking supplies are dispatched in the following circumstances: 1) peaking supplies are dispatched ratably across a weekend and/or holiday with varying temperatures above and below 15° F; and 2) peaking supplies are dispatched on a day ahead call option with forecast low temperature of 15°F or below, but the actual low temperature is higher than the forecast. In each case, Interruptible customers may be allowed to burn gas, in the Company's sole discretion, if system conditions permit. LNG and non-ratable peaking supplies will be minimized to preserve winter deliverability. The Company will endeavor to provide notification (within two hours) of a scheduled interruption in accordance with the Communications Protocol described in this service classification. A Customer that continues to take gas after receiving notice of interruption by the Company may incur additional charges as contained in the Company's SC-7 Tariff and "National Grid" may take immediate action to terminate the Customer's gas supply;

Issued by: David B. Doxsee, Vice President, Hicksville, NY