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P.S.C. No. 12 - GAS
Schedule for Gas Service

APPLICABLE IN

Borough of Brooklyn, Borough of Queens (Former Wards
2 and 4 Only) and Borough of Richmond

_____. _____
Subsequent Changes Will Be Effective
As Shown on Individual Leaves

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

PSC NO: 12 GAS
 COMPANY: THE BROOKLYN UNION GAS COMPANY
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COMPANY: THE BROOKLYN UNION GAS COMPANY

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GENERAL INFORMATION

Part I

Territory to Which Schedule Applies

This Rate Schedule applies to what portion of the City of New York comprising the Boroughs of Brooklyn, Queens (former Wards 2 and 4 only) and Richmond.

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GENERAL INFORMATION

Part II

**General Rules, Regulations, Terms,
and Conditions, etc.**

1. PROVISION OF GAS SERVICE BY THE COMPANY

A. Definitions and Abbreviations:

Abbreviations:

BTU = British Thermal Unit	The quantity of heat necessary to raise the temperature of one pound of water one degree Fahrenheit.
THM = Therm	100,000 BTU
DTH = Dekatherm	10 THM / 1,000,000 BTU / 1 MMBTU
CF = Cubic Feet	A unit of measurement of gas volume
CCF	100 CF
MCF	1,000 CF

Unless the context otherwise requires, the following definition shall apply to this part:

Access Controller – A party known to the Company to be in control of access to the metering equipment of a customer, and to have an active account with the Company, or a customer in control of access to the metering equipment.

Certificate of Eligibility – as defined in the EJP Act, issued by Empire State Development (“ESD”) to a Customer or applicant that has been accepted into EJP for his location. Possession of a Certificate of Eligibility does not by itself guarantee eligibility to claim benefits under EJP.

Certificate of Tax Credit – as defined in the EJP Act, issued to a participant by ESD that entitles a participant to claim a tax credit and reduced delivery rates for a twelve month period pursuant to the EJP Act.

City Gate – The points of delivery between the interstate pipelines providing service to Long Island, the New York Metropolitan area and the New York Facilities System, which points are used by the Company and others.

Company or Utility – The Brooklyn Union Gas Company d/b/a National Grid NY.

Delivery Point – The metered interconnection, owned and maintained by the Company, between the facilities of the Company and the Customer.

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Entity – A natural person, corporation, partnership, association, or other legally recognized form of business organization.

Firm Customer – A customer offered service under schedules or Contracts designed to provide customer's gas supply or transportation needs on a continuous basis.

Main - Pipeline located on a public or private right-of-way which is generally available or used to transport gas to more than one service line.

Margin Revenues – Revenues net of applicable gas costs, Hedging Costs/Credits, variable transportation costs, storage withdrawal costs and all other variable fees and charges associated with the purchase or sale of gas.

Marketer Capacity Program Credits - Shall be determined prior to the start of the Gas Cost Year based on the Company's estimated annual fixed gas cost credits realized from: 1) Tier 1 capacity releases; 2) Tier 2 Bundled Winter Sales; and 3) Tier 3 Virtual Storage Service provided to direct customers/marketers of the Company's transportation customers under Service Classifications No. 17. These credits shall be credited one hundred percent to the Projected Annual Fixed Cost of Gas applicable to the Company's sales customers under Service Classification Nos. 1, 2, 3, 4A, 4A-CNG, 4B, 7 and 21.

Monthly Cost of Gas Surcharge – refer to Section 33 for Monthly Cost of Gas Surcharge definitions.

Non-competitive one-time service offerings made on a time and materials basis will be provided at "cost".

Operational Flow Order - The Company shall have the right to issue Operational Flow Orders (OFOs) in order to maintain system reliability or to ensure Company's continued ability to provide service to its firm customers. The use and issuance of OFOs are set forth in the Company's Gas Transportation Operating Procedures Manual, Section 8, as filed with the Public Service Commission.

Pre-tax Weighted Average Cost of Capital ("Pre-Tax WACC") - see definitions under 'Return Requirement Percentage'.

Public right-of-way - Territory limits of a street, avenue, road or way (other than a limited access thoroughfare) that is for any highway purpose under the jurisdiction of the State of New York or the legislative body of any county, city, town or village and is open to public use.

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B. Utility Obligation to Provide Gas Service

When an application for gas service is made to the Company by the owner of occupant of a building situated on property abutting on or having access to any public right-of-way in which governmental authority having jurisdiction will permit the Company to install and maintain facilities, the Company shall render the service requested in accordance with the provisions of this part.

The Company shall make or cause to be made application for any necessary street permits, and shall not be required to supply gas until a reasonable time after such permits are granted. In case of new buildings or in buildings where alteration have been made in the piping system, such gas piping must comply with the Company's safety standards before service is furnished.

C. Obligations of All Applicants

An applicant shall first have:

- (1) assured the Company that he/she will be a reasonably permanent customer;

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GENERAL INFORMATION – Continued

(2) agreed in writing to pay to the Company:

- (a) the material and installation costs relating to any portion of the service line, service connections and appurtenant facilities located on his/her property that exceeds the portion which the Company is required to install without charge;
- (b) any surcharge relating to the portion of the main and appurtenant facilities that exceeds the portion which the Company is required to install without charge as set forth in Leaf Nos. 16 and 17; and
- (c) the rates charged like customers; and

(3) furnished reasonable security as to the performance of his/her agreement, if required to do so by the Company.

D. Additional Facilities and Rights-of-Way

The applicant's responsibility for additional facilities and the furnishing of right-of-ways or agreement to pay costs for such is set forth in Leaf Nos. 16 and 17.

E. Customer Consent to Contact

By accepting gas service from the Company pursuant to the terms of this tariff, Customer hereby expressly consents to receive autodialed and prerecorded/automated calls and texts (collectively, "calls") closely related to the utility service, unless the Customer opts out as described below. Such calls shall be limited to calls that warn/inform Customer about planned or unplanned service outages; provide updates about service outages or service restoration; ask for confirmation of service restoration or information about lack of service; provide notification of meter work, or other field work that affects Customer's utility service; notify Customer of possible eligibility for subsidized or lower-cost services due to certain qualifiers such as, e.g., age, low income or disability; or relate to handling, servicing, and billing for Customer's account. Calls may include contact from companies working on the Company's behalf to service Customer's account. Message and Data rates may apply. Customer may stop these types of messages by replying STOP in response to a text message, or by contacting the Company to request removal of their phone number using the following:

- Call Customer Service at (718) 643-4050
- via email to optout@nationalgrid.com
- via regular mail to the following address: National Grid, Attn: Customer Care, 2 Hanson Place, Brooklyn, NY 11217

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GENERAL INFORMATION - Continued

2. Residential Applicant - Non Heating

If an applicant requests residential non-heating service the Company shall furnish, place and construct all mains, service lines, service connections and appurtenant facilities necessary to render the service requested. The cost and expense which the Company will bear shall include:

- (a) the material and installation costs relating to up to 100 feet of main and service line combined, measured from the centerline of the public right-of-way (or the main if it is closer to the customer and development will be limited to one side of the right-of-way for at least 10 years), service connections and appurtenant facilities, but not less than 100 feet of main (if necessary, plus the length of service line necessary to reach the edge of the public right-of-way; and
- (b) the amounts paid to governmental authorities for permits to do the work required and all paving charges that are legally imposed by any governmental authority for the repair or replacement of any street or sidewalk disturbed in the course of such installation.

Upon written request from a prospective tenant or lessee, the Company will provide, at no cost, the total gas charges incurred at the prospective residential rental premises for the life of the premises, or the preceding two-year period, whichever is shorter. Prior to the commencement of the tenancy or execution of a lease, the Company will provide such information to the landlord or lessor and to the prospective tenant, or other authorized person, within ten days of receipt of the written request.

3. Residential Applicant - Heating

If an applicant requests residential heating service, the Company shall furnish, place and construct all mains, service lines, service connections and appurtenant facilities necessary to render the service requested. The cost and expense which the company will bear shall include:

- (a) the material and installation costs relating to:
 - (i) up to 100 feet of main and appurtenant facilities; and

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GENERAL INFORMATION - Continued

- (ii) up to 100 feet of service line measured from the centerline of the public right-of-way (or the main if it is closer to the customer and development will be limited to one side of the right-of-way for at least 10 years), service connections and appurtenant facilities, but not less than the length of service line necessary to reach the edge of the public right-of-way; and
- b. the amounts legally imposed by governmental authorities for obtaining required work permits and for repairing or replacing disturbed pavement.

Upon written request from a prospective tenant or lessee, the Company will provide, at no cost, the total gas charges incurred at the prospective residential rental premises for the life of the premises, or the preceding two-year period, whichever is shorter. Prior to the commencement of the tenancy or execution of a lease, the Company will provide such information to the landlord or lessor and to the prospective tenant, or other authorized person, within ten days of receipt of the written request.

4. Non-Residential Applicant

If an applicant which will be a firm, non dual-fuel customer requests service other than residential service, the Company shall furnish, place and construct all mains, service lines, service connections and appurtenant facilities necessary to render the service requested. The cost and expense which the Company will bear shall include:

- (a) the material and installation costs relating to:
 - (i) up to 100 feet of main and appurtenant facilities; and
 - (ii) any service line, service connections and appurtenant facilities located in the public right-of-way; and
- (b) the amounts legally imposed by governmental authorities for obtaining required work permits and for repairing and replacing disturbed pavement.

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GENERAL INFORMATION - Continued

5. Installation Before Service Required

Whenever the Company installs service lines, service connections or appurtenant facilities at the request of an applicant who does not immediately desire service, the applicant shall bear the entire reasonable expense of providing, placing and constructing such facilities but shall be entitled to a refund whenever gas service is begun for such part of the expense as the Company is herein before required to assume. The refund shall be the cost of the service lines and appurtenances, less depreciation at the rate of 3 percent per year.

6. Service Connection Fees

The Company shall, at the expense of the property owner or applicant, construct that portion of the main, service line, service connections and appurtenant facilities, which exceeds the portion that would be constructed by the Company at no charge, as defined in Part II, Section 1-C. Charges to the property owner or applicant for the excess portion of such items shall be the reasonable cost to the Company.

The Company reserves the right to require that the consumer shall bear the entire reasonable expense of providing and installing pipe and fixtures other than meters within the customer's premises, the repair thereof and special work within the customer's premises, requested by a customer or necessitated by work conditions over which the Company has no control.

The Company reserves the right to determine the location of any gas service. The house risers must be brought near the point of entry of the service line.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5598
..TXT: PSC NO: 12 GAS LEAF: 19
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98
GENERAL INFORMATION - Continued

7. Installation of Meters

A. General - location, type, customer responsibility, testing

A suitable location must be provided for the Company's gas meters, such location to be as near as practicable to the point of entrance of the Company's service. The Company will furnish without charge the meter or meters necessary.

The company reserves the right to determine the type of meter furnished for the purpose of measuring gas sold. Any change made in the type of meter or piping in connection therewith, if at the request of the consumer, will be at his expense. The charge for installation of a remote meter reading device, if at the request of the consumer, will be equal to the actual cost incurred by the Company including materials and labor. The cost will be quoted to the Customer prior to installation.

The consumer must not disconnect or in any way interfere with the meter or its action. In cases where tampering and/or theft of service has been established, the customer shall pay the charges set forth below to the Company, and where the Company has disconnected service, such service will not be restored unless the customer pays to the Company:

- (1) the amount owed based upon the estimated consumption of gas not recorded on the meter; and
- (2) all costs directly related to investigations and inspections and damage to or loss of the meter or other property of the Company. All damages will be based on current replacement cost.

Issued by: Steven L. Zerkowitz, Sr. Vice President and General
Counsel, Brooklyn, NY

..DID: 5590
..TXT: PSC NO: 12 GAS LEAF: 20
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98
GENERAL INFORMATION - Continued

Upon the request of the consumer meters will be tested either by the Public Service Commission or the Company. (See General Information Leaf No. 434 for form of request.)

B. Resale Prohibited

Gas service will not be supplied for resale, remetering (or submetering) or other disposition to tenants or occupants, except that any consumer may furnish gas service for the use of his tenants or other occupants, provided such consumer shall not resell, make a specific charge for remeter (or submeter, except as provided in 16B below) or measure any of the gas so redistributed or furnished.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5571
..TXT: PSC NO: 12 GAS LEAF: 21
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98
GENERAL INFORMATION - Continued

C. Shared Meters:

In accordance with 16 NYCRR Sections 11.30 through 11.39, and Section 52 of the Public Service Law, when a tenant's service meter also registers utility service use outside the tenant's dwelling, the tenant is not required to pay the charges for that service. The Company will establish an account in the owner's name for all service registered on the shared meter after that date and will rebill for past service in accordance with 16 NYCRR Part 11.34. A customer may request a copy of the entire rules governing shared meters at Company offices at which applications for gas service may be made.

D. Submetering:

Landlords of industrial and commercial properties, which do not have residential tenants, may file a petition and application to the New York State Public Service Commission requesting permission to submeter gas usage to their tenants. Such petition and application must address the following four areas of major concern regarding the request to submeter: (1) safety (2) rate impact for the ultimate consumer (3) non-rate consumer protection issues, and (4) service provider and utility matters. The petition and application must also provide that the conditions proffered will be reiterated in leases with the submetered tenants. Copies of such petition and application must be served on the Company and the petitioner's tenants.

8. Inspection, Maintenance and Replacement of Facilities in Public Thoroughfares

The Company shall be solely responsible for the inspection, testing, operation, maintenance, replacement and reconstruction of all mains, service lines, service connection and appurtenant facilities used to supply gas to customers.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 22

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 3

INITIAL EFFECTIVE DATE: 07/25/22

SUPERSEDING REVISION: 1

STAMPS: Issued in compliance with Order in Case 22-M-0159 dated July 14, 2022

GENERAL INFORMATION - Continued

The company shall bear the cost of:

- a. inspecting testing and operating all facilities.
- b. maintaining, replacing or reconstructing all main and appurtenant facilities.
- c. maintaining, replacing or reconstructing the service line and appurtenant facilities necessary to serve each as if such customer were an applicant for service, unless an act or omission of the customer necessitates the replacement or reconstruction.

If an act or omission or any customer who had installed facilities necessitates the replacement or reconstruction of such facilities, the customer shall pay the Company the cost of replacement or reconstruction.

9. Liability

Bills will be rendered for gas supplied through the company's meters and the reading of each meter installed shall be deemed conclusive as to the quantity of gas delivered to the consumer, except as otherwise shown by test of such meter and except in case interference with the meter or its action with any pipe designed to convey gas to the meter.

The Company will not be liable for any injury, casualty, or damage resulting in any way from the supply or use of gas or from the presence or operation of the company's structure, equipment, wires, pipes, appliances, or devised on the consumer's premises, excepting injuries or damages resulting from the negligence of the Company. Except for gas supplied under all Service Classification for Interruptible Service contained in the individual Schedules for Gas Service, the Company will endeavor at all times to provide a regular and uninterrupted supply of service, but in case the supply of service shall be interrupted or irregular or defective, or fails from causes beyond its control, or through ordinary negligence of employees, servants or agents, the Company will not be liable therefor.

The provision of Credits and Reimbursements made available to eligible customers pursuant to Rule 65 as required by law are recognized as an exception, but does not constitute an admission of liability.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 12/01/23
STAMPS: Issued in compliance with Order in Case 20-M-0082 dated October 13, 2023

LEAF: 23
REVISION: 3
SUPERSEDING REVISION: 2

GENERAL INFORMATION - Continued

The Company may, without liability therefor, interrupt service to:

- a) Any customer in the event of emergency threatening the integrity of its system if, in its sole judgment, such action will prevent or alleviate the emergency condition.
- b) Any customer that fails to comply with an Operational Flow Order if in the Company's sole judgment such action is necessary to maintain system reliability and will prevent or alleviate an emergency condition.

Pursuant to the Commission's *Order Addressing Integrated Energy Data Resource Matters* issued and effective October 13, 2023 in Case 20-M-0082, the Company is required to transfer Customer Data Sets ("Data Sets") to the State's Integrated Energy Data Resource ("IEDR") platform as defined in the Commission's *Order Adopting a Data Access Framework and Establishing Further Process* issued and effective April 15, 2021 in Case 20-M-0082. The Data Sets are comprised of the Customer Energy Usage Data Set, Customer Contact Data Set, and Customer Billing Data Set. Although the Data Sets could include non-anonymized and non-aggregated customer-specific data, no highly confidential personal information, such as social security number or banking information, will be made available or included in the Data Sets. Once the Company transfers data to the IEDR platform, the Company is not liable for any improper access or sharing of the Data Sets to any person or entity, originating from or caused by a third party through the IEDR Administrator, its agents, contractors, or users. Consistent with the Commission's policies regarding data ownership, this data is owned by the customer, not the Company.

10. Leakage:

The consumer must notify the Company immediately of the indication of any gas leakage.

11. Access to Company's Property

The Company shall have the right of access to its meters or appurtenances upon the consumer's premises at all reasonable times (unless during a period of emergency or where there is evidence of meter tampering or theft of services) for the purpose of reading meters, of inspecting or repairing its meters and appurtenances, or of removing its property, or for any other proper purpose.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS LEAF: 23.1
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 12/01/23 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with Order in Case 20-M-0082 dated October 13, 2023

GENERAL INFORMATION – Continued

In the case of residential consumers, reasonable times will be defined as being between the hours of 8 a.m. to 6 p.m. on a non-holiday work day, or at such other time requested by the consumer. All authorized employees of the Company are provided with an identification card. To provide against unauthorized or pretended collectors, the consumer should insist upon seeing the collector's identification card bearing his photograph, signature, and authority from the Company.

Consumers shall not permit any unauthorized person to disconnect or interfere with the Company's meters or other appurtenances, and they shall protect the same from frost and injury, and be responsible for their safe keeping and make good to the Company any damage thereto.

The consumer shall notify the Company immediately of an interruption in supply of gas.

11. Access to Company's Property (continued)

Anyone who, at any time, directly or indirectly, prevents or hinders a duly authorized representative of the Company from entering the building or location, or from making an inspection or examination, at any reasonable time, may be billed a \$100 penalty charge for each such offense.

The \$100 will be assessed on the customer's or Access Controller's bill following two missed appointments or after one refusal of access for the purpose of performing required leakage surveys and atmospheric corrosion inspections.

If the Customer or Access Controller remits payment of this \$100 penalty but access is continued to be refused:

- a. the Company will notify the NYS PSC Department Office of Consumer Services;
- b. the Customer will be given 15 days' notice of termination;
and
- c. the Form of Notice that will be presented to the Customer is contained on below.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

LEAF: 23.2
REVISION: 0
NEXT REVISION:

If service is disconnected in accordance with the circumstances above, the Company may require completion of any required inspection before reconnecting service.

If the \$100 penalty is assessed and it is not paid, regular termination procedures for non-payment will apply.

NOTICE OF TERMINATION FOR REFUSAL OF ACCESS

Dear Customer or Access Controller for the meter related to Account No. _____ :

National Grid is required by New York State law to perform periodic leakage survey and atmospheric corrosion inspections of the gas meter and its associated piping that are located inside your home or business. You were recently charged a \$100 fine on your gas bill for failing to provide access to allow National Grid to perform the required inspection. On [DATE], the Company attempted to gain access again but was not successful.

This notice is to inform you that your natural gas service will be terminated in 15 days unless access is granted. In order to avoid termination, please contact National Grid at 1-800-642-4272 Monday – Friday 7:00 a.m. – 7:00 p.m. to schedule the inspection. If you do not contact us to schedule an appointment within 15 days of this notice, your gas service will be terminated. If an appointment is made and not kept, your service will be terminated 15 days from the date of the missed appointment.

If your service is terminated pursuant to this notice, service may not be reconnected until the required inspection is completed.

If you do not control access to the meter, please notify Customer Service and provide us with the contact information of the person who controls access.

A copy of this notice is being provided to the NYS Public Service Commission – Office of Consumer Services.

Issued by: John Bruckner, President, Brooklyn, NY

..DID: 5546
..TXT: PSC NO: 12 GAS LEAF: 24
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

GENERAL INFORMATION - Continued

12. Deposits

A. Non-Residential Customers:

For non-residential customers, a deposit of an amount equal to the charges for the estimated consumption of gas for two calendar months will be required of any applicant or customer, unless waived by the Company upon a showing of satisfactory credit reference. If a non-residential customer is not delinquent in payment of any bill for a period of not more than three years, the deposit and interest shall be refunded promptly at the end thereof. For the purpose of this rule, failure to pay any bill for gas service within 25 days from the due date shall constitute delinquency.

B. Residential Customers:

As of January 1, 1982 no new residential customer shall be required to post a security deposit as a condition of receiving gas service unless such new customer is a seasonal or short-term customer.

For existing customers, a deposit may be required as a condition of receiving utility service if such customer is delinquent in payment of their utility bills. Otherwise, as of September 1, 1982, the Company shall no longer retain existing customers' security deposits. A current customer is considered delinquent for the purposes of a deposit assessment if such customer:

- (I) accumulates two consecutive months of arrears without making reasonable payment (one-half of the total arrears) within 20 days of the date payment was due; or fails to make a reasonable payment of a bi-monthly bill within 50 days after the bill is due (provided that the Company requests such a deposit within two months of such failure to pay), or
- (II) had gas service terminated for non-payment during the preceding six months.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5527

..TXT: PSC NO: 12 GAS

LEAF: 25

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 1

INITIAL EFFECTIVE DATE: 10/01/98

SUPERSEDING REVISION: 0

STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)

RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

GENERAL INFORMATION - Continued

If the Company intends to require a deposit under subparagraph (I), the customer must receive written notice, at least 20 days prior to the time the deposit may be assessed, informing them that failure to make timely payment will allow the Company to require the payment of a deposit.

If the Company requires a deposit from a current residential customer who is delinquent by virtue of failure to make a reasonable payment of arrears, the customer shall be permitted to pay the deposit in installments over a period not to exceed twelve months.

The Company shall not require any customer it knows to be a recipient of public assistance, supplemental security income or additional state payments to post a security deposit. Likewise, no security deposit will be required from any customer known to be 62 years of age or older unless such customer has had gas service terminated by the Company for non-payment of bills within the preceding six months.

In those instances where deposits are authorized to be collected, it may be equal to two times the estimated average monthly bill for a calendar year. In the case of a heating customer, deposits may not exceed two times the estimated average monthly bill for the heating season.

C. Deposit Refund:

For all customers, a deposit refund will be credited to the customer's account. Deposits shall be credited with simple interest at the rate prescribed from time to time by the Public Service commission, as required by Sub-chapter A, Chapter III, Title 16 of the New York Code of Rules and Regulations, Part 225.3.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5518
..TXT: PSC NO: 12 GAS LEAF: 26
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

GENERAL INFORMATION - Continued

D. Deposit Requirement After Service Initiation:

Whenever the Company has not initially required a deposit, or whenever a deposit has been required but thereafter refunded, or whenever a deposit is held by the Company but is insufficient to cover the deposit requirements described above and a customer is thereafter delinquent, the Company may require such customer to pay a new or additional deposit, subject to refund thereafter as specified herein.

E. Failure to Post Deposit Required:

The Company may withhold its service or discontinue its service should any applicant or customer refuse or fail to pay a required deposit.

F. Review of Residential Deposits:

The Company shall review the status of residential accounts which are secured by deposits at least annually, and refund deposits accordingly.

13. Reading of Meters

A. General - Residential

Meters are read monthly or bi-monthly. The Company reserves the right to read meters weekly or any other interval or time.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 27

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 5

INITIAL EFFECTIVE DATE: 07/15/19

SUPERSEDING REVISION: 4

STAMPS:

GENERAL INFORMATION - Continued

Where the Company schedules meter readings every two months, the consumer shall have the option of reading his meter for the monthly period immediately succeeding the Company's scheduled meter reading and of securing a bill for the service supplied during such monthly period. In case the consumer elects so to read his meter and notifies the Company accordingly, the Company will furnish an appropriate form to be filled out by the consumer, who shall show thereon the reading of his meter on a specified date for such monthly period, and shall return such form to the Company within two days after such specified date.

Upon the due receipt by the Company of the form correctly showing the required data, the Company will render a bill to the consumer according to such reading for such monthly period. The Company will read the meter at two-month intervals and render bills monthly.

Customers may request that their meters be read on a date other than the Customer's regularly scheduled meters reading date. In cases where the customer has requested discontinuation of utility service, and has requested an actual meter read, the Company shall provide such a reading within 48 hours, provided that if circumstances beyond the control of the Company make an actual reading of the meter extremely difficult, the Company shall not be required to provide an actual meter reading. The fee for this service shall be \$20.00, exclusive of taxes. If the Customer has a meter that the Company can read without sending personnel to the Customer's premises (e.g., via advanced metering infrastructure), the Company shall not impose a meter reading fee for such customer.

After four (4) months of consecutively estimated bills, the Company shall attempt to obtain an actual meter reading for the next billing period by attempting to:

1. Provide the customer a dial card on the next scheduled reading date;
2. Make an appointment for a reading; or
3. Have the customer phone in a meter reading.

Upon a customer's request, the Company will, where physically feasible, install outdoor metering equipment on existing structures, provided that facilities to accommodate such equipment are provided by the customer or, if the facilities are not provided by the customer, for a charge as indicated above.

Issued by: John Bruckner, President, Brooklyn, NY

..DID: 5500
..TXT: PSC NO: 12 GAS LEAF: 28
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98
GENERAL INFORMATION - Continued

Should a remote meter reading device be installed, such device shall remain the sole property of the Company and notwithstanding the installation of such a device the Company reserves the right to inspect its property at least once every two years under the provisions of Section 13A in its currently effective tariff. This shall apply whether or not a customer has sent in window dial or telephone readings during the two year period. Denial of the right of such inspection shall cause the Company to impose the applicable non-access penalty above and to seek a court order to gain access to inspect its meter.

B. General - Non-Residential

Generally, meters are read by the Company once each month or once every two (2) months depending on the service classification of the non-residential customer. The Company also may read meters weekly, quarterly or at any other interval of time it deems appropriate and which conforms with the Regulations.

Where circumstances beyond the Company's control prevent the Company from making a regularly scheduled reading attempt and where the two previous consecutive cycle bills were not based on an actual reading, the Company will make a second similar follow-up reading attempt as soon as possible within seven (7) calendar days after the scheduled reading date.

Where the Company has billed a nonresidential customer's account based on the readings of a remote registration device for six (6) consecutive months, the Company will, at the time of every subsequent reading attempt and until successful, try to gain access to and read the meter.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 29

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 6

INITIAL EFFECTIVE DATE: 07/15/19

SUPERSEDING REVISION: 5

STAMPS:

GENERAL INFORMATION - Continued

Where the Company has billed a nonresidential customer's account based on nonresidential customer readings for six (6) consecutive months, and did not obtain an actual reading at the time of the next regularly scheduled or follow-up reading attempt thereafter, the Company will, within seven (7) calendar days after the last attempt, either make another reading attempt or an appointment with the nonresidential customers to read the meter.

At the time of any unsuccessful reading attempt, the Company will leave at the premises or mail to the nonresidential customer a meter reading card for the meter. The Company is not obligated to leave meter reading cards with nonresidential customers who do not control access or who will be unable to obtain a reliable meter reading.

Customers may request that their meters be read on a date other than the Customer's regularly scheduled meters reading date. In cases where the customer has requested discontinuation of utility service, and has requested an actual meter read, the Company shall provide such a reading within 48 hours, provided that if circumstances beyond the control of the Company make an actual reading of the meter extremely difficult, the Company shall not be required to provide an actual meter reading. The fee for this service shall be \$20.00, exclusive of taxes. If the Customer has a meter that the Company can read without sending personnel to the Customer's premises (e.g., via advanced metering infrastructure), the Company shall not impose a meter reading fee for such customer.

C. Residential No Access Procedures

If no actual meter reading is obtained by the time the bill representing a maximum of six (6) months of consecutively estimated gas is rendered, the Company shall send a letter to the Access Controller to the meter (except where the customer resides in a multiple dwelling as defined in the Multiple Dwelling Law or the Multiple Residence Law and the meter is not in the apartment, a copy of such letter shall be sent to the customer's landlord, the landlord's managing agent or building superintendent or the Access Controller) offering a special appointment for meter reading, including evening and Saturday appointments.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 30

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 6

INITIAL EFFECTIVE DATE: 10/01/17

SUPERSEDING REVISION: 5

STAMPS:

GENERAL INFORMATION - Continued

If at the end of eight (8) months of consecutively estimated bills for gas service, the Access Controller does not respond to the request for a special appointment, a second letter may be sent offering a special appointment and advising the recipient that if he or she fails to make an appointment a special charge of twenty-five dollars (\$25.00) will be added to the next bill, and every bill thereafter, of the Access Controller who refuses or fails to provide access to the meter. Where applicable an Access Controller, landlord, management agent or building superintendent who fails to permit access to an area containing one or more meters will be charged twenty-five dollars (\$25.00) on his or her account at the premises.

If the Access Controller fails to arrange an appointment in response to the second appointment letter within two (2) months of its mailing, twenty-five dollars (\$25.00) may be added to the Access Controller's next bill, and every bill thereafter until access is granted. In accordance with the Commission's directive, the Company may apply for a court order to gain access to the meter and shall inform the customer and Access Controller by registered letter when it intends to exercise this right. The letter shall inform the customer and Access Controller that the purpose of obtaining such a court order shall be to permit the Company to replace a meter or, if physically feasible, install an automatic meter reading ("AMR") device or relocate the meter to preclude future estimated billing. The court costs and a one hundred dollar (\$100) charge for the relocation of the meter or, with the request and consent of the Access Controller, a charge equal to the actual costs incurred by the Company, including materials and labor, for the installation of an AMR device, shall be paid by the Access Controller and the letter shall so state.

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

PSC NO: 12 GAS

LEAF: 31

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 08/07/17

SUPERSEDING REVISION: 1

STAMPS:

GENERAL INFORMATION - Continued

In those instances where access was gained through the use of a court order but full service is not able to be restored due to an inability to gain access to all areas of the premises to relight pilot lights because those areas are inaccessible under the terms of the court order, the Company will lock the meter. The Company shall leave written notification informing the customer how he or she can have service promptly restored. If the customer fails to contact the Company to have the service restored, the Company shall attempt to contact the customer a minimum of one time per week until such service is restored.

During the period November 1 to April 15 inclusive, no court orders obtained under these provisions of the Commission's meter access rules shall be enforced on any residential account which serves a heating customer.

The Company shall require all new one, two and three family residential dwellings to be provided with facilities supplied by the customer to accommodate such outdoor metering equipment as may be designated by the Company.

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

PSC NO: 12 GAS

LEAF: 32

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 3

INITIAL EFFECTIVE DATE: 08/07/17

SUPERSEDING REVISION: 2

STAMPS:

GENERAL INFORMATION - Continued

D. Non-Residential No Access Procedures

Statement of Non-Residential Non-Access Fee - statement which sets for the applicable non-access fee, but in no event shall such fee exceed \$100, excluding applicable taxes. Every such statement shall be filed with the Commission not less than fifteen (15) business days before the date on which the statement is proposed to be effective.

The Company will provide no access notices to the Access Controller and the nonresidential customer when the nonresidential customer is not the Access Controller as follows:

- I. On the Fourth Consecutive Estimated Bill (or Tenth Consecutive Bill Rendered Based on a Remote Registered, Estimated, or Customer Reads). At this time the Company will render, in addition to the bill, a notice advising the recipients that if no appointment for a meter reading is made a charge of up to \$100 will be applied to the next bill and every bill thereafter of the Access Controller, but that no charge will be imposed if an appointment is arranged and kept.
- II. On the Fifth Consecutive Estimated Bill (or Eleventh Consecutive Bill Rendered Based on a Remote Registered, Estimated, or Customers Reads). At this time the Company will render, in addition to the bill, a notice advising the parties that:

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

PSC NO: 12 GAS

LEAF: 33

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 08/07/17

SUPERSEDING REVISION: 1

STAMPS:

GENERAL INFORMATION - Continued

- a. a charge equal to the non-access fee in effect pursuant to the Statement of Non-Residential Non-Access Fee has been added to the Access Controller's bill and will be added to the next bill and every bill thereafter unless access is provided to the nonresidential customer's meter on the next scheduled meter reading date or a special appointment is made and kept by the Access Controller prior to that date.
 - b. the Company may obtain a court order to gain access to a meter and/or to replace or relocate a meter or install a remote meter reading device. Court costs, and the cost of relocation and/or replacement of the meter will be paid for by the Access Controller. Where the Company has gained access to a meter through the use of a court order and is unable to restore full service to the building because the court order does not permit the Company access to all areas of the building to relight any equipment, the Company will lock the meter and leave a notice advising the nonresidential customer how gas service can be restored promptly.
- III. On the Sixth Consecutive Estimated Bill (or Twelfth Consecutive Bill Rendered Based on a Remote Registered, Estimated, or Customer Reads). At this time the Company will render, in addition to the bill, a notice advising the parties that:

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

PSC NO: 12 GAS

LEAF: 34

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 08/07/17

SUPERSEDING REVISION: 1

STAMPS:

GENERAL INFORMATION - Continued

- a. an additional charge equal to the non-access fee in effect pursuant to the Statement of Non-Residential Non-Access Fee has been added to the Access Controller's bill and will be added to the next bill and every bill thereafter unless access is provided to the nonresidential customer's meter on the next scheduled meter reading date or a special appointment is made and kept by the Access Controller prior to that date.
- b. the Company will seek a court order to gain access to a meter and/or to replace or relocate a meter or install a remote meter reading device. Court costs, and the cost for relocation and/or replacement of the meter will be paid for by the Access Controller. Where the Company has gained access to a meter through the use of a court order and is unable to restore full service to the building because the court order does not permit the Company access to all areas of the building to relight any equipment, the Company will lock the meter and leave a notice advising the nonresidential customer how gas service can be restored promptly.

In addition, a termination notice will also be sent at this time and every bill thereafter until access is provided. On the termination notice accompanying the sixth consecutive estimated bill (or the twelfth consecutive bill rendered based on non-Company reads), the nonresidential customer will be notified of a specific termination date.

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

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 09/01/21
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

LEAF: 35
REVISION: 11
SUPERSEDING REVISION: 9
GENERAL INFORMATION - Continued

14. Service Guarantees

The Company guarantees to keep all appointments made at the customer's request as well as special appointments the Company makes with the customer. If the Company does not keep an appointment within the timeframe agreed upon, a refund will be credited to the customer's next bill. The refund will be \$30.00 for residential customers and \$60.00 for non-residential customers.

Service guarantees do not apply to appointments made for the same day the customer requests service or if events beyond the Company's control, such as severe weather, prevent the Company from performing as planned.

However, customers will be charged \$31.74 for an unproductive field visit. This fee will be imposed when a customer makes a future appointment for non-safety related service and the Company has contacted the customer at least twice before at the appointed time, but is unable to provide the service requested because of the customer's culpability. The Company will call the customer two times prior to keeping the appointment, either to confirm the appointment or to reschedule it if intervening events have made keeping it impossible. If a customer is genuinely unable to commit to anything more than best efforts to be available for a service visit on a given day or series of dates will not be considered to have made an appointment to which the charge would apply.

15. Premium Service Appointments

At the request of the customer, the Company will provide a Premium Service Appointment (defined below) for non-emergency, non-safety related service appointments such as meter locks and unlocks and meter readings.

Issued by: Rudolph L. Wynter, President, Brooklyn, New York

..DID: 5409
..TXT: PSC NO: 12 GAS LEAF: 36
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98
GENERAL INFORMATION - Continued

As used in this section, the term "Premium Service Appointments" means (i) service appointments made and kept within one hour of a customer's request for service; and/or (ii) service appointments made and kept within two hours of a customer's request for service.

All customer requests for premium Service Appoints will be subject other payment by the customer of the following fee:

Service appointments made and kept within one hour of the customer's request for service	\$25.00
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Service appointments made and kept within two hours of the customer's request for service	\$20.00
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Premium Service Appointments will be made by the Company subject to the availability of Company personnel.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 12/17/04
STAMPS: Issued in compliance with order in Case 04-G-0642 dated October 27, 2004

LEAF: 37
REVISION: 2
SUPERSEDING REVISION: 1

GENERAL INFORMATION - Continued

16. Determination of Charge

Rates under all Service Classifications are based upon the quantities of gas registered by each individual meter for the billing period for which the meter may be read, and upon the further proviso that a single meter shall not supply more than one consumer and shall be for his own use; provided further that the Company may, when in its judgment the conditions warrant, or to improve service, install two or more meters in a single building to serve a single consumer, in which event the consumption registered by such meters shall be consolidated and the rates under which service is taken applied to the total consumption.

Where the several buildings of a housing development situated on adjoining properties, or the several buildings of a religious, charitable, educational or benevolent corporation if used exclusively for such purposes, or an industrial plant or complex are, as of December 7, 1970, subject to consolidated billing, such form of billing shall be continued; except that an individual building, or several buildings less than the whole, in a group of buildings currently billed on a consolidated basis shall revert to separate billing when its, or their, ownership is separated from the whole.

Whenever a delivery rate change or new Monthly Cost of Gas becomes effective during a billing period, unless otherwise specified, the Company will allocate the customer's natural gas usage based on the number of heating degree days in each month covered in the bill, and then calculate the bill by applying that allocation to the rates in effect for each specific month.

Fixed Factor Billing: For customers receiving gas at pressures higher than the normal delivery pressure prescribed in the various service classifications of this tariff schedule, the Company may use a fixed factor method of determining actual usage in lieu of the installation of pressure-volume integrating devices. The fixed factor method permits the application of Boyle's Law (volume correction for pressure) to the uncorrected registration of a gas meter which is being maintained at a constant pressure.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

..DID: 5391
..TXT: PSC NO: 12 GAS LEAF: 38
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

GENERAL INFORMATION - Continued

In instances where the fixed factor method is used, the amount of gas determined from the meter reading shall be multiplied by a factor derived from the following formula:

$$\frac{(P_b + P_m) (F_{pv})^2}{P_B} = \text{Billing Multiplier}$$

Where P_b is the average barometric pressure for the Company's entire service area (14.70) measured in pounds per square inch absolute,

P_m is the delivery or metering pressure measured in pounds per square inch gauge,

P_B is the base pressure (14.95) measured in pounds per square inch absolute,

F_{pv} is the supercompressibility factor, based on 0.6 specific gravity hydrocarbon gas @60° F. temperature. At pressures below 15 pounds per square inch gauge, F_{pv} will be considered to be 1.00.

17. Heating Value Adjustment

A. Billing Zones

The Company's service territory will be divided into billing zones. The heating value of gas deliveries within each established zone will be relatively uniform.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5372
..TXT: PSC NO: 12 GAS LEAF: 39
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98
GENERAL INFORMATION - Continued

B. Therm Factor

- I. Development - The volume and heating value of daily gas purchases from each of the Company's suppliers and from the quantities of gas provided from the Company's own gas supply sources will be compiled for each zone established. For the development of the therm factor to convert a customer's volumetric measurement to therms, the daily volumes (Mcf) and Dekatherms delivered to the customer's billing zone will be accumulated for the customer's applicable billing period. The therm factor will be determined by dividing the total dth by the total Mcf delivered to the customer's billing zone.
- II. Billing Application - The customer's metered gas consumption of Ccf will be multiplied by the applicable therm factor to determine the customer's usage in therms. The metered consumption in Ccf, the therm factor and the equivalent consumption in therms will be indicated on the customer's bill.

18. Service to Which Rates Apply

The rates for continuous service are based upon gas delivered under conditions generally applicable to low pressure service. Bills for gas delivered to consumers taking continuous service at high pressure will be computed upon the quantity of gas as indicated by the meter registration increased to the equivalent quantity of gas at standard pressure (thirty inches of mercury).

Bills for gas delivered to consumers taking interruptible service will be computed upon the quantity of gas as indicated by the meter registration converted to the equivalent quantity of gas at standard pressure (thirty inches of mercury) and standard temperature (sixty degrees Fahrenheit).

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 09/01/21
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

LEAF: 40
REVISION: 10
SUPERSEDING REVISION: 7

GENERAL INFORMATION - Continued

19. Payment of Bill

A. General

All bills are due and payable upon presentation if by hand or electronic mail or three days after the mailing of the bill, and if not so paid the Company may discontinue the supply of gas, as provided for in Section 26.

B. Budget Billing

The Company's Budget Billing Plan is described on the tariff leaves containing the terms and conditions for obtaining service under Service Classification Nos. 1A, 1AR, 1B, 1BR, 1B-DG, and 3. The same plan is available to customers who are condominium associations or cooperative housing corporations regardless of whether such customers are classed as residential or commercial customers.

C. Quarterly Billing

As required by Public Service Law Section 38, the company shall offer any residential customer, 62 years of age or older, a plan for payment on a quarterly basis of charges for service rendered, provided that such customer's average annual billing is not more than \$150. (See Leaf No. 43 regarding Residential Deferred Payment Agreements.)

D. Paperless Bill Credit

Customers receiving bills produced and issued by the Company's Billing System may elect to receive and pay their bill electronically under the Company's Online Bill-Pay program.

Customers electing to receive their bills electronically will receive a paperless billing credit of \$0.43 per service period.

Issued by: Rudolph L. Wynter, President, Brooklyn, New York

..DID: 5355
..TXT: PSC NO: 12 GAS LEAF: 41
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98
GENERAL INFORMATION - Continued

20. Late Payment Charge

A. Residential

- (1) The company may impose a continuing late payment charge at the rate of one and one-half percent (1½%) per month to the accounts of all customers except state agencies, on:
 - (a) the balance of any bill for service, including bills of customers under a Budget Billing Plan, if the cumulative metered consumption under the Plan exceeds the cumulative total amount paid under the Plan and any unpaid late payment charge amounts applied to previous bills, which bill is not paid within 20 calendar days after the billing date;
 - (b) the amount billed for service used that was previously unbilled because service was being provided through tampered equipment, provided the Company can demonstrate either that the condition commenced since the customer initiated service or that the customer knew or reasonably should have known the original billing was incorrect; and

B. Non-Residential

- (1) The Company may impose continuing late payment charges at a rate of one and one-half percent (1½%) per month:
 - (a) on the balance of any bill, if twenty (20) days have elapsed since the payment due date; or

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 42

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 6

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 5

STAMPS:

GENERAL INFORMATION - Continued

- (b) on the amount billed for gas service that was previously unbilled because the service was being provided through tampered equipment and the Company can demonstrate either that the condition began since the customer initiated service or that the customer actually knew or reasonably should have known the original billing was incorrect; and
- (c) on the balance due under a deferred payment agreement offered pursuant to Paragraph A(1) of the Deferred Payment Agreements Section.

C. If Billing Agency Arrangement exists refer to Uniform Business Practices for Retail Access Section 9.J.2.

D. Discontinue Service

Notwithstanding the foregoing, the Company reserves the right to discontinue service in accordance with the provisions elsewhere in this tariff and/or to take any other action permitted by law with respect to any customer and/or ESCO/Marketer/Direct Customer who fails to make full and timely payment of all amounts due the Company, including amounts due for late payment charges hereunder.

E. State Agencies Exemption

Late payment charges to state agencies will be rendered in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984, effective July 1, 1984).

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

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 09/03/03
STAMPS: Issued in compliance - C.99-M-0631 and C.03-M-0117 dated June 20, 2003

LEAF: 43
REVISION: 2
SUPERSEDING REVISION: 1

GENERAL INFORMATION - Continued

21. Interest on Customer Overpayments

The Company shall provide interest on customer overpayments in accordance with 16 NYCRR 277.

A customer overpayment is defined as payment by the customer to the Company in excess of the correct charge for gas supplied to the customer which was caused by erroneous billing by the Company.

The rate of interest on such amounts shall be the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest shall be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment was refunded.

This part applies to refunds returned to customers after the effective date of these rules. The Company shall not be required to pay interest on customer overpayments that are refunded within 30 days after such overpayment is received by the Company.

22. Deferred Payment Agreements

A. Residential Customers

Generally the Company will offer any eligible residential customer or applicant a deferred payment agreement (DPA) with specific terms as required by 16 NYCRR 11.10 which sets forth in detail the procedures summarized here. The DPA offer will be made in duplicate on the forms set forth on Leaf No. 450 .

The Company and an ESCO may arrange for joint deferred payment agreements for Customers receiving a single bill. The ESCO will compensate the Company its incremental costs of entering such joint DPAs on the ESCO's behalf.

..DID: 5325
..TXT: PSC NO: 12 GAS LEAF: 44
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98
GENERAL INFORMATION - Continued

I. Eligibility

All residential customers and applicants are eligible for a DPA unless the customer has defaulted on an existing DPA which required payment over a period of at least as long as the standard agreement described below, or the Commission determines that the customer or applicant has the resources to pay the bill.

II. Written Offers

A specific written offer will be made to eligible customers before any date of scheduled termination of service, where payment of outstanding charges is a requirement for reconnection or acceptance of an application for service, and when a customer has broken a DPA that was for a shorter period than the standard DPA.

III. Negotiating Agreements

Before making a written offer, the Company will make a reasonable effort to contact eligible customers or applicants in order to negotiate agreement terms that are fair and equitable considering the customer's financial circumstances. The Company may, at its discretion, require the customer to complete a confidential form showing his or her assets, income and expenses and provide reasonable substantiation of such information. The Company also may postpone a scheduled termination of service for up to 10 days for the purpose of negotiating a DPA.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5312

..TXT: PSC NO: 12 GAS

LEAF: 45

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 1

INITIAL EFFECTIVE DATE: 10/01/98

SUPERSEDING REVISION: 0

STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)

RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

GENERAL INFORMATION - Continued

IV. Standard Agreement

If the Company and the customer or applicant are unable to agree upon specific terms, the Company will offer a DPA with the following terms:

- (a) A downpayment up to 15 percent of the amount covered by the payment agreement or the cost of one-half of one month's average usage, whichever is greater, or if the amount covered by the agreement is less than one-half of one month's average usage, 50 percent of such amount;
- (b) and monthly installments up to the cost of one-half of one month's average use or one-tenth of the balance, whichever is greater.

V. Entering the Agreement

A copy of the written DPA must be signed by the customer or applicant and returned to the Company in order to be valid and enforceable. When customers are subject to a final notice of termination, the signed DPA must be returned to the Company by the day before the earliest day on which termination may occur in order to avoid service termination. If the DPA is not signed and returned as required, the Company will proceed to terminate gas service.

VI. Renegotiating Agreements

If a customer or applicant demonstrates that his or her financial circumstances have changed significantly because of circumstances beyond his or her control, the Company will amend the terms of the DPA to reflect such changes.

Issued By: Steven L. Zerkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5299

..TXT: PSC NO: 12 GAS

LEAF: 46

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 1

INITIAL EFFECTIVE DATE: 10/01/98

SUPERSEDING REVISION: 0

STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)

RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

GENERAL INFORMATION - Continued

VII. Broken Agreements

If a customer fails to make timely payment of installments in accordance with a DPA, the Company will send a reminder notice before sending a final notice of termination. If a customer fails to pay an installment by the 20th day after payment was due and has not negotiated a new DPA, the Company will demand full payment and send a final notice of termination in accordance with 16 NYCRR 11.4 and 11.10.

B. Non-Residential Customers

The Company will provide a written notice offering a deferred payment agreement in accordance with the Regulations to an eligible non-residential customer at the following times:

1. Not less than five (5) calendar days before the date of a scheduled termination of service for non-payment of arrears (as indicated on the final termination notice) or eight (8) calendar days if mailed, provided the non-residential customer has been a non-residential customer for a least six (6) months and the arrears on which the outstanding termination notice is based exceeds two (2) months average billing; and
2. When a backbill is rendered which exceeds the cost of twice the non-residential customer's average monthly usage or \$100, whichever is greater; provided, however, that the Company is not required to offer an agreement when the non-residential customer knew, or reasonable should have known, that the original billing was incorrect.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5300
..TXT: PSC NO: 12 GAS LEAF: 47
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

GENERAL INFORMATION - Continued

If the Company and the non-residential customer agree to terms of a deferred payment agreement in a telephone conversation, the Company will send the non-residential customer two completed copies of the agreement, signed by the Company, for the non-residential customer to sign and return.

I. Eligibility

Any non-residential customer is eligible for a deferred payment agreement except the following:

- a. A non-residential customer who owes any amount under a prior deferred payment agreement; or
- b. A non-residential customer who failed to make timely payments under a deferred payment agreement in effect during the previous twelve (12) months; or
- c. A non-residential customer that is a publicly held company, or a subsidiary thereof; or
- d. A seasonal, short-term or temporary non-residential customer; or
- e. A non-residential customer who the Company can demonstrate has the resources to pay the bill, provided that the Company notifies the non-residential customer of its reasons and of the non-residential customer's right to contest this determination through the Commission's complaint procedures; or
- f. A non-residential customer who during the previous twelve (12) months had a combined total consumption for all its accounts with the Company in excess of 4,000 therms.

The Commission or its authorized designee may order the Company to offer a deferred payment agreement in accordance with the Regulations to a non-residential customer whom it finds the Regulation intended to protect, when an agreement is necessary for a fair and equitable resolution of an individual complaint. The Deferred Payment Agreement Form is shown on Leaf No. 456.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5301
..TXT: PSC NO: 12 GAS LEAF: 48
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

GENERAL INFORMATION - Continued

II. Terms of Agreement

A deferred payment agreement will obligate the non-residential customer to make timely payments of all current charges. A deferred payment agreement offered pursuant to section A(1) of this paragraph may require the non-residential customers:

- a. To make a downpayment of up to thirty percent (30%) of the arrears on which an outstanding termination notice is based, or the cost of twice the non-residential customer's average monthly usage, whichever is greater, plus the full amount of any charges billed after the issuance of the termination notice which are in arrears at the time the agreement is entered into; or
- b. In the event a field visit to physically terminate service has been made, to make a downpayment of up to fifty percent (50%) of the arrears on which an outstanding termination notice is based or the cost of four times the non-residential customer's average monthly usage, whichever is greater, plus the full amount of any charges billed after the issuance of the termination notice which are in arrears at the time the agreement is entered into; and
- c. To pay the balance in monthly installments of up to the cost of the non-residential customer's average monthly usage or one-sixth of the balance, whichever is greater; and
- d. To pay late payment charges during the period of the agreement; and
- e. To pay a security deposit in two installments, 50 percent down with the balance due two months after the initial deposit payment, if previously requested in accordance with the Regulations.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5292

..TXT: PSC NO: 12 GAS

LEAF: 49

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 1

INITIAL EFFECTIVE DATE: 10/01/98

SUPERSEDING REVISION: 0

STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)

RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

GENERAL INFORMATION - Continued

A deferred payment agreement offered pursuant to section A(2) of this section, may require the non-residential customer to pay the outstanding charges in monthly installments of up to the cost of one-half of the non-residential customer's average monthly usage or one twenty-fourth of such outstanding charges, whichever is greater.

A deferred payment agreement may provide for a greater or lesser downpayment, a longer or shorter period of time, and payment on any schedule, if mutually agreed upon by the parties.

III. Broken Agreement

The first time a non-residential customer fails to make timely payment in accordance with a deferred payment agreement, the Company will give the non-residential customer a reasonable opportunity to keep the agreement in force by paying any amounts due under the agreement. Should the non-residential customer fail to pay these outstanding amounts or otherwise comply with the terms of the deferred payment agreement, the Company may demand full payment of the total outstanding charges and send a final termination notice in accordance with the Regulations.

23. Dishonored Payment

Should the Company receive a negotiable instrument from an applicant or customer as payment of any bill, charge or deposit due, and such instrument is subsequently dishonored or is uncollectible for any reason, the Company shall charge the applicant or customer a charge of \$10.00 for the cost of handling, including any amount the Company is required to pay its bank(s) for handling said instrument.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5294
..TXT: PSC NO: 12 GAS LEAF: 50
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

GENERAL INFORMATION - Continued

24. Estimated Bills

A. Residential

In case the meter fails to register the full amount of gas consumed, or the Company is unable to read the consumer's meter, the amount of gas consumed will be estimated. Such estimate shall be made on the basis of available data.

B. Non-Residential

If an actual meter reading cannot be obtained by the Company, or the reading obtained by the Company is inaccurate, and the nonresidential customer does not provide a reading of the meter, the Company may render an estimated bill for any billing period if the bill is calculated according to procedures approved by the Commission and the bill states that it is an estimated reading, provided that:

1. the Company has made a reasonable effort to obtain an actual meter reading; or
2. circumstances beyond the Company's control make obtaining an actual reading of the meter(s) extremely difficult, despite having access to the meter area or;
3. a reported meter reading is likely to be incorrect; or
4. an estimated meter reading has been authorized by the Commission for a billing period between actual scheduled meter readings; or

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 51

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 3

INITIAL EFFECTIVE DATE: 09/03/03

SUPERSEDING REVISION: 2

STAMPS: Issued in compliance - C.99-M-0631 and C.03-M-0117 dated June 20, 2003

GENERAL INFORMATION - Continued

5. circumstances beyond the control of the Company prevented the meter reader from making premises visit; or
6. an actual reading was lost or destroyed; or
7. an unmetered condition was in existence during the period.

All estimated bills will be calculated on the basis of available relevant factors such as Company experience, the nonresidential customer's gas consumption history, and the nonresidential customer's service classification.

25. Company-Initiated Discontinuance of Service

The Company shall have the right to discontinue its service in case the consumer fails to comply with or perform any of these terms or conditions, or if the consumer's installation or any part thereof is deemed by the Company to interfere with or impair the continuity or quality of the Company's service to other consumers.

26. Company-Initiated Discontinuance or Withholding of Service and Complaint Procedures

The Company may discontinue the supply of gas for nonpayment of bills rendered for service or for failure to post a required deposit when the Company has complied with:

A. Residential Customers:

The procedures and form of notice required by Parts 11 and 12, Home Energy Fair Practices Act - Rules, of Subchapter B, Chapter I, Title 16 of the New York Code of rules and Regulations, provided that there will be no discontinuance of service until at least fifteen days after the mailing of the final notice of termination;

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

..DID: 5296
..TXT: PSC NO: 12 GAS LEAF: 52
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

GENERAL INFORMATION - Continued

- B. Non-Residential Customers:
The procedures and form of notice required by Part 275, Notices of Discontinuance and Complaint Procedures of Subchapter D, Chapter III, Title 16 of the New York Code of Rules and Regulations, provided that there will be no discontinuance of service until at least eight days after the mailing of the final notice of termination;

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 53

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 4

INITIAL EFFECTIVE DATE: 09/03/03

SUPERSEDING REVISION: 3

STAMPS: Issued in compliance - C.99-M-0631 and C.03-M-0117 dated June 30, 2003

GENERAL INFORMATION - Continued**C. Multiple Dwelling Customers:**

Where service is to an entire multiple dwelling (as defined in the Multiple Dwelling Law or Multiple Residence Law), the procedures and form of notice required by Part 11.7, Subchapter B, Chapter I, Title 16 of the New York Code of Rules and Regulations, provided that there will be no discontinuance of service until at least eighteen days after the mailing and posting of the appropriate notices.

In addition, whenever the Company must post a termination notice for nonpayment in the public areas of a two-family residence or multiple dwelling, the Company shall charge the owner (landlord) a \$13.88 fee (exclusive of taxes) for each posting made.

Copies of the Company's discontinuance of service and complaint handling procedures along with the provisions contained in Parts 11 and 12, Subchapter B, Chapter I of 16NYCRR, The Home Energy Fair Practices Act - Rules are available for inspection at Company offices where applications for service may be made in person.

27. Company-Initiated Reconnection and Reconnection Charges**A. Residential**

Except in extreme and unusual circumstances or where the customer requests otherwise, the company shall reconnect service to any disconnected residential customer no later than 24 hours after either (1) receiving the full amount due for which service has been discontinued; or (2) agreeing to a plan by which the residential customer is obliged to satisfy the arrears; or (3) receiving direction from the Commission, or its designee; or (4) receipt by the Company of a commitment of a direct payment or written guarantee of payment from the social services official of the social services district in which the customer resides; or (5) the Company has notice that serious impairment to health or safety is likely to result if service is not reconnected.

..DID: 5288
..TXT: PSC NO: 12 GAS LEAF: 54
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

GENERAL INFORMATION - Continued

B. Non-residential

1. Timing

Unless a nonresidential customer requests otherwise, the Company will reconnect nonresidential service that has been terminated solely for nonpayment of bills for any Tariff charge or a security deposit within 24 hours of the customer's request for reconnection, receipt by the Company of the lawful reconnection charge, any other charges, fees or penalties due, legal fees, court costs, and disbursements, if applicable, and either:

- a. the full amount of arrears and/or a security deposit for which gas service was terminated, and any other Tariff charges billed after the issuance of the termination notice which are in arrears at the time reconnection is requested; or
- b. agreement between the Company and the customer on a deferred payment agreement, and the payment by the customer of a downpayment, if required under that agreement.

The Company will reconnect gas service that has been terminated solely for a failure to provide access within 24 hours of the nonresidential customer's request for reconnection, provided the customer has allowed access and has made a reasonable arrangement for future access.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 55

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 7

INITIAL EFFECTIVE DATE: 09/01/21

SUPERSEDING REVISION: 5

STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

GENERAL INFORMATION - Continued

The Company will reconnect gas service that has been terminated solely for a violation of this Tariff within 24 hours of a nonresidential customer's request for reconnection and, at the option of the Company, either receipt of adequate notice and documentation, or a field verification that the violation has been corrected. The field verification, if required, will be arranged within two (2) business days of the customer's request or at later time if specified by the customer.

Where gas service has been terminated for two or more independent reasons, the Company will reconnect service when all conditions for reconnection have been satisfied. The reconnection will be done within the time period applicable to the last condition satisfied by the customer.

The Company will reconnect service within 24 hours after the direction of the Commission or its designee.

2. Inability to Reconnect

Whenever circumstances beyond the Company's control prevent reconnection of gas service within 24 hours of any of the events specified in this section, gas service shall be reconnected within 24 hours after those circumstances cease to exist.

C. Reconnection Charges

The Company shall pursue all steps to obtain any arrears not paid or provided for at the time of reconnection. In addition to all other charges provided for in this tariff, if service to a customer is disconnected for non-payment of bills for service, such customer shall pay the following charges for the reconnection service:

1. If service is to be reconnected at the meter or an existing curb valve, a reconnection charge of \$53.89 and, if applicable, the customer shall reimburse the Company for City Marshal's fees and court filing fees.
2. If service is to be reconnected at the Company's main by excavation of the street, a reconnection charge of \$500.00.
3. The Company will waive reconnection fees to a customer that receives service under the Company's Energy Affordability Program ("EAP") and has had service disconnected for non-payment.

Issued by: Rudolph L. Wynter, President, Brooklyn, New York

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 12/21/04
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 10/25/04

LEAF: 55.1
REVISION: 2
SUPERSEDING REVISION: 1

GENERAL INFORMATION - Continued

27.1 ESCO-INITIATED SUSPENSIONS

A. Discontinuance of Service

Public Service Law §32(5) requires the Company to suspend utility service to a customer receiving a single bill, upon request of an ESCO upon the ESCO's satisfaction of conditions set forth in PSL §32(5) and in the Commission's regulations. Upon receipt of a valid ESCO suspension request, the Company will be required to suspend the customer's utility service in a manner consistent with the law and the Commission's regulations.

For each suspension completed, the Company will charge the ESCO \$60.00.

If a customer's service is discontinued as both a suspension for the ESCO and a disconnection for the Company, the suspension fee charged to the ESCO will be reduced by 50%.

Customers and ESCOs/Marketers/Direct Customers choosing to take part in the Company's transportation program refer to the Uniform Business Practices for Retail Access Section 9.E.3 – Suspension and Discontinuance.

B. Conditions For Restoration of Service Following ESCO-Initiated Suspensions

Public Service Law §32(5)(d) requires the Company to restore utility service following an ESCO-initiated suspension upon the occurrence of any one of the following conditions:

1. Any of the conditions identified in PSL §35(1)(a) through (e);
2. Upon the expiration of one year following the termination of commodity service by the ESCO requesting the suspension;

PSC NO: 12 GAS

LEAF: 55.2

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 8

INITIAL EFFECTIVE DATE: 09/01/21

SUPERSEDING REVISION: 6

STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

GENERAL INFORMATION - Continued

27.1 ESCO INITIATED SUSPENSIONS - Continued

3. Upon the receipt of payments from the customer such that the amount paid by the customer to the ESCO, plus the amounts previously paid to the ESCO, plus any charges paid to the Company for distribution service is equal to or greater than the amount the customer would have paid if both natural gas service and local distribution service had been purchased from the Company on a bundled basis during the period the arrears giving rise to the suspension accrued. Using the original delivery service bills for the subject period, the Company will calculate this charge by replacing the transportation adjustment clause with the gas adjustment clause, and recalculating appropriate taxes. The Company will prepare for the ESCO such bill calculation for a charge to the ESCO of \$6.89 for each billing period included in the calculation.

C. Reconnection

Whenever circumstances beyond the Company's control prevent reconnection of gas service within 24 hours of any of the events specified in this section, gas service shall be reconnected within 24 hours after those circumstances cease to exist.

If service is to be reconnected at the meter or an existing curb valve, the customer will be charged a reconnection charge of \$53.89 and, if applicable, the customer shall reimburse the Company for City Marshal's fees and court filing fees.

If service is to be reconnected at the Company's main by excavation of the street, the customer will be charged a reconnection charge of \$500.00.

The Company will waive reconnection fees to a customer that receives service under the Company's Energy Affordability Program ("EAP") and has had service disconnected for non-payment.

Issued by: Rudolph L. Wynter, President, Brooklyn, New York

PSC NO: 12 GAS

LEAF: 56

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 3

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 2

STAMPS:

GENERAL INFORMATION - Continued

28. Limitation of Gas Supply

Gas service will be supplied by the Company subject to the provisions of orders and the amendments and interpretations thereof of any competent governmental body having authority or jurisdiction over such service and during the term thereof, notwithstanding anything to the contrary in the rules, Regulations and General Information for Gas Service and the terms and conditions of service as set forth in the individual Service Classifications.

29. Gas Service Restrictions (no longer applicable)

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

PSC NO: 12 GAS

LEAF: 57

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

GENERAL INFORMATION - Continued

Reserved for Future Use

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

PSC NO: 12 GAS

LEAF: 58

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

GENERAL INFORMATION - Continued

Reserved for Future Use

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

PSC NO: 12 GAS

LEAF: 59

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 3

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 2

STAMPS:

GENERAL INFORMATION - Continued

30. General Procedures for Temporary Curtailment of Gas Sales and Transportation Services**A. General Conditions Requiring Curtailment**

The Company shall have the right to curtail or interrupt gas sales and/or transportation service, in whole or in part, at any time (1) if, in the Company's sole judgment, its gas supply available for sales service, or the quantity of gas tendered for transportation, is insufficient to satisfy the requirements of the relevant customer or customer classes; (2) if, in the Company's sole judgment, upstream or distribution delivery capacity is impaired or insufficient to provide the service required; (3) if extreme weather, natural disaster, threat to public health or safety or any other *force majeure* event requires such curtailment; (4) if a governmental order, requirement or directive requires such curtailment; (5) as required to permit performance of temporary or permanent system repairs, improvements or maintenance; or (6) to prevent or alleviate an emergency threatening the integrity of the Company's system or services. Economic considerations will not be the basis for a curtailment.

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

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/19
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

LEAF: 60
REVISION: 5
SUPERSEDING REVISION: 3

GENERAL INFORMATION - Continued

The right of the Company to curtail or interrupt service shall be without liability to the Company, if the curtailment is not the result of gross negligence or willful misconduct on the part of the Company or is due to causes beyond the Company's control.

B. Priority Categories for Temporary Curtailment of Gas Sales and Transportation Service

Except as otherwise provided for elsewhere in this Schedule for Gas Service, or in any transaction conducted pursuant to an individually negotiated contract or service agreement, or pursuant to governmental mandate or authorization, curtailments of affected gas sales and transportation services (including standby or similar service) will be made in the following order of priority, with the lower numbered priorities being curtailed before the higher numbered priority,:

1. Non-Firm Demand Response service requirements
2. Other Firm Dual-Fuel service requirements
3. Other Firm service requirements, except for Residential service requirement for domestic uses and Human Needs Customer service requirements
4. Residential service requirements for domestic uses and Human Needs Customer service requirements

C. Operational and Implementation Matters

1. The Company will explore all options prior to implementing a curtailment. These options will include, but not be limited to, mutual aid, contractual and other non-curtailment supply management tools, OFOs, interruption of contractually-interruptible load, and supply acquisition.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 61

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 3

INITIAL EFFECTIVE DATE: 11/01/07

SUPERSEDING REVISION: 1

STAMPS: Issued in compliance with Order in Case 06-G-0059 dated August 23, 2007

GENERAL INFORMATION - Continued

2. Curtailments will be limited in scope and duration as necessary to alleviate the emergency.
3. Curtailments will be localized to the extent possible.
4. The Company may seek voluntary curtailment outside the order of the foregoing curtailment priorities by agreement with customers that elect to relinquish their curtailment priority status.
5. The Company will take steps to avoid curtailment of residential requirements for domestic uses and other small firm requirements to the extent practicable; provided, however, that the Company shall have the right, if required by the operational characteristics of its system, to deviate from the foregoing curtailment priorities in order to minimize overall impacts on public health and safety while maintaining the integrity of system operations to the maximum extent feasible. To the extent the Company is so required to deviate from the foregoing curtailment priorities, the Company shall not be liable therefor to the extent such deviation results from causes beyond the Company's control or is not the result of gross negligence or willful misconduct on the part of the Company.

Issued by: John J. Bishar, Jr., Executive Vice President, General Counsel, and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 62

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 3

INITIAL EFFECTIVE DATE: 03/13/08

SUPERSEDING REVISION: 2

STAMPS: Issued in compliance with Order in Case 06-G-0059 dated August 23, 2007

GENERAL INFORMATION - Continued

6. Notwithstanding the foregoing curtailment priorities, in the event (a) a force majeure condition threatens to impair deliveries and/or sales to core customers, and (b) operations pursuant to the foregoing procedures and priority categories are or will be, in the Company's judgment, inadequate to relieve such impairment, and (c) gas supply is otherwise available and received by the Company for delivery to non-core customers, the Company shall have the right to divert such gas supply as necessary to avoid such impairment of deliveries and/or sales to core customers. ESCOs/Direct Customers will be obligated to continue to deliver, or cause to be delivered, a volume of gas up to their maximum delivery obligation, unless upstream *force majeure* interruptions or curtailments prevent ESCOs/Direct Customers from securing or delivering such supplies.
7. If gas is diverted from a customer, compensation will be at the midpoint price in Platts Gas Daily, Daily Price Survey for Transco Zone 6 N.Y on the day(s) of such diversion. The affected ESCO/Direct Customer will be compensated pursuant to the foregoing market price, unless it can demonstrate to the Company's satisfaction that its contract price for the gas diverted exceeded such market price.

Issued by: John J. Bishar, Jr., Executive Vice President, General Counsel, and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 63

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 3

INITIAL EFFECTIVE DATE: 11/01/07

SUPERSEDING REVISION: 1

STAMPS: Issued in compliance with Order in Case 06-G-0059 dated August 23, 2007

GENERAL INFORMATION - Continued

D. Relief From Curtailment in Emergency Situations

- (a) A customer subject to curtailment may seek temporary emergency relief from such curtailment to avoid or alleviate injury to persons or property, to avoid unique hardship, or to obtain the minimum level of service required for plant protection, in accordance with the requirements set forth in this section. Any customer seeking emergency relief under this section shall have the burden of establishing the nature and extent of the emergency situation and the minimum quantity of gas needed to alleviate the emergency situation. The Company shall not be liable for granting exception from curtailment under this section if such exception is based upon verified information submitted by customer to the Company. Relief provided hereunder shall be limited to the duration of the emergency situation, and where applicable, should not result in service to the customer in excess of the levels permitted under the Company's tariff or any relevant service agreement. When a customer seeks relief under this section, customer shall certify to Company by affidavit or affidavits given by individual(s) with personal knowledge of the facts:
- (1) the nature, extent and expected duration of the emergency situation;
 - (2) where applicable, that all sources of gas supply available to customer have been exhausted;
 - (3) where applicable, that all interruptible services to the customer will be curtailed during such emergency situation;
 - (4) that no alternate fuel could be utilized to prevent or relieve such emergency situation;
 - (5) the minimum quantity of gas estimated to be required to alleviate the emergency; and
 - (6) to a detailed plan to prevent a recurrence of similar emergency situations.

Issued by: John J. Bishar, Jr., Executive Vice President, General Counsel, and Secretary, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 03/13/08
STAMPS: Issued in compliance with Order in Case 06-G-0059 dated August 23, 2007

LEAF: 64
REVISION: 3
SUPERSEDING REVISION: 2

GENERAL INFORMATION - Continued

- (b) Customers who receive relief under the foregoing provisions shall compensate the Company for all costs and damages incurred by the Company as a consequence of providing emergency relief service, including all incremental costs incurred by the Company.

E. Notice of Curtailments

- (a) With respect to curtailments of service provided for herein, the Company will notify the Director of the Office of Electric, Gas and Water of the NYS PSC when a curtailment is declared and when the situation returns to normal.
- (b) The Company will use its best efforts to give notice thereof as provided elsewhere in this Schedule for Gas Service, or if not so provided, to give oral or written notice of curtailment prior to implementation thereof. When notice of curtailment is given, a customer must curtail its use of service pursuant to the notice.
- (c) To the extent the Company is unable to provide prior notice of curtailment, notice will be provided in the following manner:
 - (1) Notice to core customers of curtailment and the extent thereof will be reflected on the customers' bill covering the period during which such curtailment occurred;
 - (2) Notice to all other customers will be provided as promptly as is practicable.
- (d) Unless notice is given to a customer by other means, notice to transportation customers who are entitled to stand-by service shall be deemed to have been given concurrently with the change in their service from transportation service to stand-by service.

F. Penalty for Unauthorized Use During Periods of Curtailment

- (a) Notwithstanding any other provision of this tariff, once the Company has provided notice of curtailment all gas usage in excess of authorized levels shall be billed at a rate equal to \$25.00 per dekatherm, plus the Company's Incremental Cost of Gas.

Issued by: John J. Bishar, Jr., Executive Vice President, General Counsel, and Secretary, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/21
STAMPS: Issued in compliance with Order in Case 20-G-0086 dated October 7, 2021

LEAF: 64.1
REVISION: 2
SUPERSEDING REVISION: 1

GENERAL INFORMATION - Continued

G. Miscellaneous - Curtailments

- (a) The Company will provide periodic updates to Energy Services Companies (ESCO) and curtailed customers as to the status of the curtailment event and the prospects for full service.
- (b) Failure of the Company to meet one or more of its obligations in a curtailment event is not a basis for ESCOs or Direct Customers not to comply with requirements of the curtailment, but may provide the basis for a complaint to the Commission regarding the Company's behavior.
- (c) If, during a curtailment period, the Company is aware of ESCOs or Direct Customers that are not responding to the required actions, it will make all reasonable efforts to inform the non-responding ESCOs and Direct Customers that required actions are not being taken. Lack of such notice shall not relieve any ESCO or Direct Customer of its obligations.
- (d) The Company will recover curtailment-related compensation costs from customers via the GAC or equivalent mechanism, subject to Commission review.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 65

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 12/13/21

SUPERSEDING REVISION: 1

STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

GENERAL INFORMATION - Continued

31. Insulation Standards for Residential Space Heating

Gas service will not be provided to a new dwelling, or to an existing dwelling for the purpose of converting to gas space heating, unless the dwelling is in compliance with Part 233 of Title 16 of the Official Compilation of Codes, Rules and Regulations of the State of New York-Minimum Insulation Standards for the Provision of Gas Service. Copies of the minimum standards are available at company offices where applications for service may be made in person.

An applicant for expanded gas service to an existing dwelling for the purpose of supplying gas heat must provide to the company a Certificate of Compliance in one of the forms prescribed on Leaf 436.

32. Safety Related Service Calls

At the request of the customer, the Company will provide service for safety related calls free of charge. Such service includes responding to calls concerning gas leaks and the smell of gas odor.

Neither by inspection nor non-rejection, nor in any other way, does the company give any warranty, express or implied, as to the adequacy, safety or other characteristic of any structure, equipment, wires, pipes, appliances or devices owned, installed, or maintained by the customer, or leased by the customer from third parties.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/19
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

LEAF: 66
REVISION: 11
SUPERSEDING REVISION: 9

GENERAL INFORMATION - Continued

33. Monthly Cost of Gas Surcharge

A. Definitions

Unless the context otherwise requires, the following definitions shall apply.

Asset Management Agreement: a transaction where the Company releases a portion of its upstream capacity rights to a third party subject to satisfaction by that third party of certain specified gas supply requirements of the Company. All such agreements must be structured in accordance with the regulations of the Federal Energy Regulatory Commission.

Combined Firm Sales Class: consists of the Company's SC 1, 2, 3 and 21 sales customers and KEDLI's SC 1, 2, 3 and 17 sales customers.

Combined High Load Factor Sales Class: consists of the Company's SC 4A sales customers and KEDLI's SC 15 sales customers.

Combined Non-Firm Demand Response Sales Class: consists of the Company's SC 22 sales customers and KEDLI's SC 18 sales customers.

Combined Monthly Forecasted Firm Sendout: the sum of the Company's and KEDLI's Monthly Forecasted Firm Sendout.

Combined Monthly Forecasted Firm and Non-Firm Demand Response Dispatch: the specific gas supply sources that are planned to be delivered to the city gate to serve Combined Monthly Forecasted Firm and Non-Firm Demand Response Sendout for the upcoming month.

Combined Monthly Forecasted Firm and Non-Firm Demand Response Sendout: the sum of the Company's and KEDLI's Monthly Forecasted Firm Sendout and Monthly Forecasted Non-Firm Demand Response Sendout.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 04/01/22
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

LEAF: 67
REVISION: 23
SUPERSEDING REVISION: 22

GENERAL INFORMATION – Definitions – Continued

Combined Non-Firm Sales and Transportation Class: consists of the Company's SC 22 sales customers and KEDLI's SC 18 sales customers.

Combined Wholesale NGV Sales Class: consists of the Company's SC 4A-CNG sales customers and KEDLI's SC 9 sales customers.

Combined Year Round Space Conditioning Class: consists of the Company's SC 4B sales customers and KEDLI's SC 16 sales customers.

Company's Monthly Forecasted Firm Sendout: the estimated firm customer requirements for the upcoming month which are the sum of: (1) the estimated sales to SC 1, 2, 3, 4A, 4A-CNG, 4B, 7 and 21 sales customers **plus**, (2) the Company's estimated sales to ESCOs serving SC 17 transportation customers. All of the above quantities are multiplied by the applicable Factor of Adjustment.

Company's Monthly Forecasted Non-Firm Demand Response Sendout: the estimated sales for the upcoming month to SC 22 sales customers multiplied by the applicable Factor of Adjustment.

Effective Month: the first month following the NYMEX settlement close used to compute the monthly cost of gas.

Effective Date: the first day of the Effective Month.

Factor of Adjustment: to gross up gas deliveries for LAUF, the Factor of Adjustment will be multiplied by gas deliveries.

1. Effective September 1, 2021
The Factor of Adjustment is set at 1.02426 and is computed as constant 1.0 divided by 1.0 minus LAUF.

Issued by: Rudolph L. Wynter, President, Brooklyn, New York

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 09/01/21
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

LEAF: 68
REVISION: 16
SUPERSEDING REVISION: 14

GENERAL INFORMATION - Continued

Gas Cost Year: the twelve months beginning each September 1 and ending on the following August 31.

Gas Supply-Related Costs: the sum of the following costs: (1) Gas Procurement and Commodity-Related Sales Promotion Expenses and (2) Commodity-Related Credit and Collection Expenses.

KEDLI: KeySpan Gas East Corporation d/b/a National Grid

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 69

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 22

INITIAL EFFECTIVE DATE: 04/01/22

SUPERSEDING REVISION: 21

STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

GENERAL INFORMATION - Continued

KEDLI's Factor of Adjustment: determined in accordance with KEDLI's tariff to gross up KEDLI's deliveries.

KEDLI's Monthly Forecasted Firm Sendout: KEDLI's estimated firm customer requirements for the upcoming month which are the sum of (1) KEDLI's estimated sales to SC 1, 2, 3, 9, 15, 16 and 17 sales customers, **plus** (2) KEDLI's estimated sales to ESCOs serving SC 5 transportation customers. All of the above quantities are multiplied by KEDLI's Factor of Adjustment.

KEDLI's Monthly Forecasted Non-Firm Demand Response Sendout: KEDLI's estimated sales for the upcoming month to SC 18 sales customers multiplied by KEDLI's Factor of Adjustment.

Lead – Lag Rate: the rate derived by dividing the average number of days associated with the lag on customer payments for gas costs that is not offset by the lead on purchased gas expense divided by the number of days in the year. Effective September 1, 2021, Lead Lag rate is 4.77%.

Lost and Unaccounted for Gas ("LAUF")

Actual LAUF is computed by subtracting total metered system deliveries from total metered system receipts and dividing that difference by total metered system deliveries.

1. Effective September 1, 2021
The LAUF Target is set at 2.369%
The LAUF Dead Band Upper Limit is set at 3.369%
The LAUF Dead Band Lower Limit is set at 1.369%

Issued by: Rudolph L. Wynter, President, Brooklyn, New York

PSC NO: 12 GAS LEAF: 70
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION:13
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 11
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

GENERAL INFORMATION - Continued

Merchant Function Charge: the sum of the following unit costs: (1) Gas Procurement and Commodity-Related Sales Promotion Expenses, (2) Commodity-Related Credit and Collection Expenses, (3) Uncollectible Expenses Associated with Gas Costs, (4) Return Requirement on Gas Purchase-Related on Working Capital, and (5) Return Requirement on Gas in Storage.

NFDR: Non-Firm Demand Response Service qualifying sales customers served under SC 22 and transportation customers served under SC 18 Rate NCTS-22.

Issued by: John Bruckner, President, Brooklyn, New York

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 01/01/15
STAMPS: Issued in compliance with Order in Case 13-G-0439 dated December 16, 2014

LEAF: 71
REVISION: 10
SUPERSEDING REVISION: 9

GENERAL INFORMATION - Continued

Off-system Revenue Credits: shall be determined prior to the Gas Cost Year and updated during the year if appropriate as follows:

1. Multiply the Off-System Revenue Allocation Percentage by eighty-five percent of
 - a) Projected annual margin revenues from Off-System Transactions rendered to off-system customers other than sales from the Transco Washington Storage Field ("WSS")
2. For off-system sales from WSS:
 - a) Multiply the Off-System Revenue Allocation Ratio by eighty-five percent of the projected annual margin revenues from such sales net applicable carrying costs and pro-rata WSS demand costs, **plus**
 - b) One hundred percent of such pro-rata WSS annual demand costs

Off-system Transactions: may include gas sales, gas transportation and other gas transactions performed with customers located outside of the Company's service territory; capacity release transactions other than those performed with ESCOs participating in the Mandatory Capacity Program pursuant to SC 19; and Asset Management Arrangements.

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

PSC NO: 12 GAS

LEAF: 72

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 20

INITIAL EFFECTIVE DATE: 05/25/23

SUPERSEDING REVISION: 19

STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

GENERAL INFORMATION - Continued

Pipeline Transporters' and Storage Providers' Fixed Charges: fixed tariff rates and other applicable fixed charges known to be in effect during the Gas Cost Year. Or, if such charges are not known, those Fixed Charges estimated to be in effect during the Gas Cost Year.

Pipeline Transporters' and Storage Providers' Variable Charges: variable tariff rates, fuel losses and other applicable variable charges known to be in effect during the upcoming month. Or if such charges are not known, those variable charges estimated to be in effect during the upcoming month.

Return Requirement Percentage: the pre-tax weighted average cost of capital, or the Company's expected rate of return on investment, as follows:

1. April 1, 2020 - March 31, 2021: 7.95%
2. April 1, 2021 - March 31, 2022: 7.83%
3. April 1, 2022 – March 31, 2023: 7.83%
4. April 1, 2023 – March 31, 2024: 7.83%

Risk Management Costs / Credits: costs and credits associated with transactions that are intended to reduce gas price volatility. These costs and credits may include: 1) gains and losses associated with transactions made in commodities exchanges or with third parties using bilateral master agreements; 2) transaction costs including exchange fees, broker costs, software application user fees, settlement costs, mark to market costs and confirmation service fees; and 3) option premiums.

Suppliers' Fixed Charges: fixed supplier costs known to be in effect during the Gas Cost Year. Or if such charges are not known, those Fixed Charges estimated to be in effect during the Gas Cost Year.

Issued by: Rudolph L. Wynter, President, Brooklyn, New York

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 09/01/21
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GENERAL INFORMATION - Continued

Suppliers' Variable Charges: gas commodity costs and other variable supply charges known to be in effect during the upcoming month. Or if such charges are not known, those Variable Charges estimated to be in effect during the upcoming month.

System Performance Adjustment (SPA) Mechanism:

Effective January 1, 2017, SPA is applicable to sales customers served under SC 1, 2, 3, 4A, 4A-CNG, 4B, 7, and 21 and to transportation customers served under SC 17.

The determination period for the SPA rate is the 12 months ending each August 31st. The SPA rate takes effect each January 1st of the upcoming calendar year and is a credit if actual system LAUF is less than the LAUF Target or a surcharge if actual system LAUF exceeds the LAUF Target.

Weighted Average Cost of Capacity ("WACOC"): the unitized weighted average cost forecasted to be in effect for the upcoming month of 1) the Company's Pipeline Transporters' Fixed Costs for firm domestic and unbundled Canadian pipeline transportation capacity used to deliver flowing gas supplies to the city gate, excluding transportation capacity used to deliver gas withdrawn from storage, plus 2) the fixed costs or basis premium of the Company's bundled city gate winter supply contracts. The WACOC will be updated as required to reflect changes to rates and prices.

Uncollectible Expenses: Uncollectible expenses associated with gas supply are the product of the Uncollectible Rate and total gas costs.

Uncollectible Rate: 0.8864%.

Issued by: Rudolph L. Wynter, President, Brooklyn, New York

GENERAL INFORMATION – Continued

Issued by: John J. Bishar, Jr., Executive Vice President, General Counsel, and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 74

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 15

INITIAL EFFECTIVE DATE: 09/01/21

SUPERSEDING REVISION: 14

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B. The Monthly Cost of Gas

Pursuant to the Commission's October 28, 2005 Order in Case 05-G-0903, gas is purchased on a combined basis for the Company and KEDLI (collectively, “the Companies”). The Monthly Cost of Gas will be determined based upon the Company’s allocated share of commodity and fixed gas costs and computed as the sum of the: 1) Average Commodity Cost of Gas; 2) Average Monthly Hedging Costs / Credits and 3) Average Fixed Cost of Gas Less 4) Average Fixed Cost Credits multiplied by: 5) the Factor of Adjustment.

1. **Average Commodity Cost of Gas**

In advance of each month, the Company will determine the Average Commodity Cost of Gas applicable to sales customers served under SC 1, 2, 3, 4A, 4A-CNG, 4B, 7, and 21 based on the Combined Monthly Forecasted Firm and Non-Firm Demand Response Dispatch,

a) The Total Commodity Cost of Gas will be computed by:

- 1) Multiplying the Suppliers’ and Pipeline Transporters’ Variable Charges by the quantities of gas supply projected to be purchased and delivered to the city gate under the Combined Monthly Forecasted Firm and Non-Firm Demand Response Dispatch, **PLUS**
- 2) Multiplying the sum of: 1) the average unit commodity cost of gas in storage at the date of computation and 2) the Storage Providers’ Variable Charges; by 3) the quantities of storage projected to be withdrawn and delivered to the city gate under the Combined Monthly Forecasted Firm and Non-Firm Demand Response Dispatch, **PLUS**
- 3) All other Commission-approved variable fees and charges associated with the dispatch of gas

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GENERAL INFORMATION – Continued

- b) The Average Commodity Cost of Gas will be computed by dividing the Total Commodity Cost of Gas determined in Rule 33.B.1.a above by the Combined Monthly Forecasted Firm and Non-Firm Demand Response Sendout.

2. Average Monthly Hedging Costs / Credits

In advance of each month, the Company will compute the Average Monthly Hedging Costs / Credits applicable to sales customers served under SC 1, 2, 3, 4A, 4A-CNG, 4B, 7, and 21 by dividing the Companies' combined Risk Management Costs /Credits for the upcoming month by Combined Monthly Forecasted Firm Sendout.

3. Average Fixed Cost of Gas

- a) In advance of each Gas Cost Year, and updated during the year if appropriate, the Company will estimate the Annual Fixed Cost of Gas for the Company and KEDLI on a combined basis by:
- 1) Multiplying the estimated fixed rates and charges of the gas supply, pipeline transportation and storage capacity contracts held by the Company and KEDLI by the applicable billing determinants. **PLUS**
 - 2) Any other projected fixed charges applicable to the procurement of gas for the upcoming Gas Cost Year.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 76

COMPANY: THE BROOKLYN UNION GAS COMPANY

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SUPERSEDING REVISION: 14

STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

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- b) The System Average Fixed Cost of Gas will be computed by dividing: 1) the Annual Fixed Cost of Gas determined in Rule 33.B.3.a adjusted to account for fixed gas costs not allocated to ESCOs per Rule 33.B.3.c.7. by the sum of; 2) the Company's Annual Forecasted Firm and Non-Firm Demand Response Sendout and 3) KEDLI's Annual Forecasted Firm and Non-Firm Demand Response Sendout.
- c) The Average Fixed Cost of Gas for each of the following customer groups will be computed as follows:

1) Combined Firm Sales Class

Subtract from the Annual Fixed Cost of Gas determined in Rule 33.B.3.a above: 1) the annual fixed gas costs attributable to the Combined High Load Factor Sales Class, Combined Non-Firm Demand Response Sales Class, Combined Wholesale NGV Sales Class, Combined Year Round Space Conditioning Class and SC 7 sales Class: 2) a forecast of demand costs attributable to transportation customers served by ESCOs based on prior year load factors and divide by the sum of; 2) the annual forecasted sales volumes for SC 1, 2, 3 and 21 customers and 3) KEDLI's SC 1, 2, 3, 9, and 17 and divide by: 4) the Factor of Adjustment.

2) Combined High Load Factor Sales Class

Multiply the System Average Fixed Gas Cost determined in Rule 33.B.3.b by the annual percentage allocation that will be determined each GAC year. The annual percentage allocation will be included on the Statement of Monthly Cost of Gas and Adjustments.

3) Combined Wholesale NGV Sales Class

Multiply the System Average Fixed Gas Cost determined in Rule 33.B.3.b the annual percentage allocation that will be determined each GAC year. The annual percentage allocation will be included on the Statement of Monthly Cost of Gas and Adjustments.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 76.1

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 6

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SUPERSEDING REVISION: 5

STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

GENERAL INFORMATION – Continued**1) Combined Year Round Space Conditioning Sales Class**

Multiply the System Average Fixed Gas Cost determined in Rule 33.B.3.b by the annual percentage allocation that will be determined each GAC year. The annual percentage allocation will be included on the Statement of Monthly Cost of Gas and Adjustments.

2) Combined SC 7 Sales Class

Multiply the System Average Fixed Gas Cost determined in Rule 33.B.3.b by the annual percentage allocation that will be determined each GAC year. The annual percentage allocation will be included on the Statement of Monthly Cost of Gas and Adjustments.

3) ESCOs participating in the Company's Mandatory Capacity Program pursuant to SC 19 and KEDLI's Mandatory Capacity Program pursuant to SC 8

The price of the capacity provided to ESCOs under the Mandatory Capacity Program is set forth on the Statement of Seller Charges and Adjustments as described in SC 19, Section E.7.

4. Average Fixed Cost Credits**a) In advance of each Gas Cost Year, and updated during the year if appropriate, the Company will estimate Annual Fixed Cost Credits for the following categories:****1) Non-Core Swing Service and Daily Balancing Service Demand Charge Credits**

Annual Swing Service Demand Charge Credits from ESCOs serving Monthly Balanced SC 18 transportation customers and Annual Daily Balancing Service Demand Charge Credits from ESCOs serving Daily Balanced SC 18 transportation customers.

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PSC NO: 12 GAS

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GENERAL INFORMATION – Continued

4. **Average Fixed Cost Credits** (continued)

- b) The categories of Annual Fixed Cost Credits determined in Rule 33.B.4.a above will be credited as follows:
 - 1) Non-Core Swing Service and Daily Balancing Service Demand Charge Credits will be credited to:
 - a) Combined Firm Sales Class
 - b) Combined High Load Factor Sales Class
 - c) Combined Wholesale NGV Sales Class
 - d) Combined Year Round Space Conditioning Class
 - e) SC 7 sales customers
 - f) ESCOs participating in the Company's Mandatory Capacity Program pursuant to KEDNY's SC 19 and KEDLI's Mandatory Capacity Program pursuant to SC 8
 - 2) Off-system Revenue Credits will be credited to:
 - a) Combined Firm Sales Class
 - b) Combined High Load Factor Sales Class
 - c) Combined Wholesale NGV Sales Class
 - d) Combined Year Round Space Conditioning Class
 - e) SC 7 sales customers
 - c) Fixed Cost Credits as determined in Rule 33.B.4.b.1 above will be allocated among the customer groups proportionate to the Average Fixed Cost of Gas determined for that customer group.

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COMPANY: THE BROOKLYN UNION GAS COMPANY

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COMPANY: THE BROOKLYN UNION GAS COMPANY

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COMPANY: THE BROOKLYN UNION GAS COMPANY

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STAMPS: Issued in compliance with Order in Case 13-G-0439 dated December 16, 2014

GENERAL INFORMATION – Continued

5. Monthly Cost of Gas by Service Classification

The rates for gas service for the following Service Classifications shall include each month the Monthly Cost of Gas determined as follows:

a) SC 1, 2, 3 and 21 Sales Customers

The Monthly Cost of Gas shall equal the sum of the: 1) Average Commodity Cost of Gas determined in Rule 33.B.1; 2) Average Monthly Hedging Costs / Credits determined in Rule 33.B.2; and 3) Average Fixed Cost of Gas determined in Rule 33.B.3.c.1, Less; 4) Average Fixed Cost Credits determined in Rule 33.B.4.d.1, multiplied by: 5) the Factor of Adjustment.

b) SC 4A Sales Customers

The Monthly Cost of Gas shall equal the sum of the: 1) Average Commodity Cost of Gas determined in Rule 33.B.1; 2) Average Monthly Hedging Costs / Credits determined in Rule 33.B.2; and 3) Average Fixed Cost of Gas determined in Rule 33.B.3.c.2, Less; 4) Average Fixed Cost Credits determined in Rule 33.B.4.d.2, multiplied by: 5) the Factor of Adjustment.

c) SC 4A-CNG Sales Customers

The Monthly Cost of Gas shall equal the sum of the: 1) Average Commodity Cost of Gas determined in Rule 33.B.1; 2) Average Monthly Hedging Costs / Credits determined in Rule 33.B.2; and 3) Average Fixed Cost of Gas determined in Rule 33.B.3.c.3, Less; 4) Average Fixed Cost Credits determined in Rule 33.B.4.d.3, multiplied by: 5) the Factor of Adjustment

d) SC 4B Sales Customers

The Monthly Cost of Gas shall equal the sum of the: 1) Average Commodity Cost of Gas determined in Rule 33.B.1; 2) Average Monthly Hedging Costs / Credits determined in Rule 33.B.2; and 3) Average Fixed Cost of Gas determined in Rule 33.B.3.c.4, Less; 4) Average Fixed Cost Credits determined in Rule 33.B.4.d.4, multiplied by: 5) the Factor of Adjustment.

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COMPANY: THE BROOKLYN UNION GAS COMPANY

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SUPERSEDING REVISION: 5

STAMPS: Issued in compliance with Order in Case 16-G-0059 dated December 16, 2016

GENERAL INFORMATION – Continued

C. STATEMENT OF MONTHLY COST OF GAS AND ADJUSTMENTS

Customers who purchase natural gas supply from the Company will be charged the Monthly Cost of Gas and adjustments set forth on the Statement of Monthly Cost of Gas and Adjustments. The Company shall file this statement not less than two business days prior to the date which it is proposed to become effective. The charges set forth on this statement will be charged to customers beginning with meter readings taken on and after the effective date of the current statement and continue in effect until changed on a later statement.

The Statement of Monthly Cost of Gas and Adjustments shall contain the following charges and adjustments:

1. Weighted Average Commodity Cost of Gas
The sum of the Average Commodity Cost of Gas and the Average Monthly Hedging Costs / Credits determined in accordance with Rules 33.B.1 and 33.B.2.
2. Average Fixed Cost of Gas
The Average Fixed Cost of Gas determined in accordance with Rule 33.B.3.
3. Weighted Average Cost of Gas
The sum of the Weighted Average Commodity Cost of Gas from C.1 above and the Average Fixed Cost of Gas from C.2 above.

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4. Average Fixed Cost Credits
The Average Fixed Cost Credits determined in accordance with Rule 33.B.4.
5. Monthly Cost of Gas
The sum of the Weighted Average Cost of Gas from C.3 above and the Average Fixed Cost Credits from C.4 above:
 - a. Before multiplying by the Factor of Adjustment.
 - b. After multiplying by the Factor of Adjustment
6. Adjustments
 - a. Monthly Cost of Gas Imbalance Surcharge or (Refund)
Determined accordance with Rule 35
 - b. Annual Cost of Gas Imbalance Surcharge or (Refund)
Determined in accordance with Rule 36.A.
 - c. Research & Development Charge
Determined in accordance with Rule 40.A.
 - d. Merchant Function Charge
Determined in accordance with Rule 34.
 - e. Annual Merchant Function Charge Imbalance Surcharge or (Refund)
The sum of the Annual Gas Supply Related Cost Surcharge or Refund determined in accordance with Rule 36.B and the Annual Gas Return Requirement on Gas in Storage Surcharge or Refund determined in accordance with Rule 36.C .
 - f. System Performance Adjustment (SPA) Surcharge or (Refund)
Determined in accordance with Rule 34.1.
 - g. Total Adjustments
The sum of C.6.a, through C.6.f above.
7. Monthly Cost of Gas and Adjustments
The sum of C.5.b, and C.6.g above.

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PSC NO: 12 GAS

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COMPANY: THE BROOKLYN UNION GAS COMPANY

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STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

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34. Merchant Function Charge

The rates for sales service under SC 1, 2, 3, 4A, 4A-CNG, 4B, 7 and 21 shall include each month components of the Merchant Function Charge as follows: sum of the following gas supply related unit costs: (1) Gas Procurement and Commodity-Related Sales Promotion Expenses, (2) Commodity-Related Credit and Collection Expenses, (3) Uncollectible Expenses Associated with Gas Costs, (4) Return Requirement on Gas Purchase-Related Working Capital, and (5) Return Requirement on Gas in Storage.

The rates for gas service under SC 17 shall include each month the Return Requirement on Gas in Storage unitized charge per therm.

The rates for sales service under SC 22 shall include each month components of the Merchant Function Charge as follows: (1) Gas Procurement and Commodity-Related Sales Promotion Expenses, (2) Commodity-Related Credit and Collection Expenses, (3) Uncollectible Expenses Associated with Gas Costs and (4) Return Requirement on Gas Purchase-Related Working Capital.

Calculation of Merchant Function Charge Rate**A. Gas Procurement and Commodity-Related Sales Promotion Expenses**

The Gas Procurement and Commodity-Related Sales Promotion Expenses

Unitized Charge per therm is applicable to sales service under:

Effective September 1, 2021: SC 1, 2, 3, 4A, 4A-CNG, 4B, 7, 21 and 22 shall be computed as follows:

- 1) Effective September 1 through August 31 of each year, the Gas Procurement and Commodity-Related Sales promotion Expenses for each GAC year are shown on the schedule below:

September 1, 2021 – August 31, 2022: \$2,403,313

September 1, 2022 – August 31, 2023: \$2,399,873

September 1, 2023 – August 31, 2024: \$2,399,873

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- 2) **BY**, the estimated annual sales for customers served under:

Effective January 1, 2017: SC 1, 2, 3, 4A, 4A-CNG, 4B, 7, 21 and 22 for the corresponding time period.

B. Commodity-Related Credit and Collection Expenses

The Commodity-Related Credit and Collection Expenses Unitized Charge per therm to be recovered each Gas Cost Year shall be computed as follows:

- 1) Divide the Total Annual Commodity-Related Credit and Collection Expenses for each year by the annual target as follows:

Effective September 1 through August 31 of each year, the Commodity-Related Credit and Collection Expenses for each GAC year are shown on the schedule below:

September 1, 2021 – August 31, 2022: \$4,792,167

September 1, 2022 – August 31, 2023: \$4,785,638

September 1, 2023 – August 31, 2024: \$4,785,638

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COMPANY: THE BROOKLYN UNION GAS COMPANY

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- 2) **BY** the estimated annual sales for customers served under Service Classification Nos.:
1, 2, 3, 4A, 4A-CNG, 4B, 7, 21 and 22 and to Marketers participating in the Company's Purchase of Receivables program that serve SC 17 and 18-22.

C. Uncollectible Expenses Associated with Gas Costs

- 1) The Uncollectible Expenses Associated with Gas Costs per therm rate is determined monthly for SC 1, 2, 3, 4A, 4A-CNG, 4B, 7, 21 and 22 by multiplying: 1) the Monthly Cost of Gas calculated and set forth on the Statement of Monthly Cost of Gas and Adjustments by 2) the applicable Uncollectible Rate

D. Return Requirement on Gas Purchase-Related Working Capital

1. The Return Requirement on Gas Purchase Working Capital will be charges to SC 1, 2, 3, 4A, 4A-CNG, 4B, 7, 21 and 22 by multiplying: 1) the Monthly Cost of Gas calculated and set forth on the Statement of Monthly Cost of Gas and Adjustments by; 2) the Lead Lag Rate by; 3) Pre-Tax Weighted Average Cost of Capital.

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COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 5

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STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

GENERAL INFORMATION - Continued

E. Return Requirement on Gas in Storage

Applicable to Firm Sales Customers under SC 1, 2, 3, 4A, 4A-CNG, 4B, 7 and 21 and Firm Transportation under SC 17. The Return Requirement on Gas in Storage Inventory Unitized Charge per therm will be projected initially for the 12-Month period starting September 1, 2021, then each subsequent 12-month GAC period starting September 1st and ends on August 31st by:

1. Multiply the pre-tax WACC percentage by:
2. The projected 12-month average commodity inventory cost of the Company's and KEDLI's market area storage services and production area storage services, excluding WSS inventory used for Off-System Transactions
3. Estimated Return Requirement on Gas Storage Inventory = (1) x (2)
4. Allocate Return Requirement on Gas Storage Inventory to Firm Sales & Firm Transportation Customers. The ESCOs will be provided two types of storage by the Company: bundled storage and storage release. The Company will reduce the return requirement on gas storage inventory expense charged to firm transportation customers in proportion to the amount of physical storage capacity that is released to ESCOs to displace the bundled retail access storage.

Allocated Return Requirement on Gas Storage Inventory = (3) x the ratio of Storage Inventory between firm sales and firm transportation.

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COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 5
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 3
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

GENERAL INFORMATION - Continued

5. The Return Requirement on Gas in Storage Unitized Charge per therm shall be computed by dividing the Allocated Return Requirement on Gas in Storage computed in step (4) for the Gas Cost Year, by the sum of (a) estimated sales for customers served under Service Classification Nos. 1A, 1AR, 1B, 1BR, 1B-DG, 2, 3, 4A, 4A-CNG, 4B, 7 and 21 and (b) estimated transportation for customers served under Service Classifications Nos. 17-1A, 17-1AR, 17-1B, , 17-1BR, 17-2, 17-3, 17-4A, 17-4A-CNG, 17-4B, 17-7 and 17-21 for the corresponding time period.

F. The Merchant Function Unitized Charge per therm will be set forth on the Statement of Monthly Cost of Gas and Adjustments = A + B + C + D + E

34.1 System Performance Adjustment (SPA) Mechanism

Effective January 1, 2015, a SPA per therm rate will be applicable to the Company's sales customers served under Service Classification Nos. 1A, 1AR, 1B, 1BR, 1B-DG, 2, 3, 4A, 4A-CNG, 4B, 7 and 21 and to transportation customers served under Service Classification No. 17. The SPA rate will be a credit if actual system LAUF is less than the LAUF Target or a surcharge if actual system LAUF exceeds the LAUF Target during the previous 12-month period ending August 31st.

- A. The Total SPA Amount will be determined initially for the 12-month period ending August 31, 2014 and each subsequent 12-month period ending August 31st thereafter by multiplying: (1) the actual average commodity cost of gas by; (2) the metered sales of SC Nos. 1A, 1AR, 1B, 1BR, 1B-DG, 2, 3, 4A, 4A-CNG, 4B, 7 and 21 sales customers and SC No. 17 transportation customers by; (3) the percentage difference determined by:
 1. Subtracting the LAUF Target from actual system LAUF if actual system LAUF is within the LAUF Dead Band Upper Limit and LAUF Dead Band Lower Limit.
 2. Subtracting the LAUF Target from the LAUF Dead Band Upper Limit if actual system LAUF exceeds the LAUF Dead Band Upper Limit.
 3. Subtracting the LAUF Target from the LAUF Dead Band Lower Limit if actual system LAUF is less than the LAUF Dead Band Lower Limit.

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COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 4

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SUPERSEDING REVISION: 2

STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

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- B. The SPA per therm rate is calculated by dividing: (1) the Total SPA Amount determined above adjusted for simple interest at the Commission's other customer capital rate by; (2) the projected annual sales of the SC Nos. 1A, 1AR, 1B, 1BR, 1B-DG, 2, 3, 4A, 4A-CNG, 4B, 7 and 21 sales customers and SC No. 17 transportation customers
1. Effective for the 12-month period starting January 1, 2015 and each subsequent 12-month period starting January 1st thereafter, the SPA per therm rate is set forth on the: (1) Statement of Monthly Cost of Gas and Adjustments and (2) Statement of Transportation Adjustment Charges.
- C. Recoveries of the SPA per therm rate will be reconciled initially for the 12-month period ending December 31, 2015 and each subsequent 12-month period ending December 31st thereafter.
1. The SPA Annual Reconciliation Adjustment per therm rate will be determined by dividing the SPA Annual Reconciliation Adjustment (adjusted for simple interest at the Commission's other customer capital rate) by the projected annual sales of the SC Nos. 1A, 1AR, 1B, 1BR, 1B-DG, 2, 3, 4A, 4A-CNG, 4B, 7 and 21 sales customers and SC No. 17 transportation customers.
2. The SPA Annual Reconciliation Adjustment per therm rate will take effect initially for the 12-month period starting January 1, 2017 and each subsequent 12-month period starting January 1st thereafter to refund any over recoveries or recover any under recoveries of the SPA per therm rate. The SPA Annual Reconciliation Adjustment per therm rate will be added to the SPA per therm rate in effect at that time.
- D. Inactive Accounts Adjustment
Beginning September 1, 2017, KEDNY will remove from the LAUF calculation an estimate of gas usage associated with meters that have been "inactive" for more than 90 days. Inactive meters are those that are not associated with an active customer account. Effective September 1, 2021, the LAUF will be a monetary adjustment by multiplying the inactive account volumes by the Weighted Average Cost of Gas for the period applicable to the calculation. The monetary inactive account adjustment shall be included in the annual GAC reconciliation as a separate line item that increases gas cost revenues.

Issued by: Rudolph L. Wynter, President, Brooklyn, New York

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COMPANY: THE BROOKLYN UNION GAS COMPANY

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35. Monthly Cost of Gas Imbalance Surcharge or Refund

A Monthly Cost of Gas Imbalance Surcharge or Refund will be implemented, as required, from October 1st through July 31st to minimize projected end of Gas Cost Year under-collections or over-collections of the Monthly Cost of Gas to sales customers taking service under SC 1, 2, 3 4A, 4A-CNG, 4B, 7, and 21 .

The Monthly Cost of Gas Imbalance Surcharge or Refund will be set forth on the Statement of Monthly Cost of Gas and Adjustments and filed with the Commission not less than two business days prior to the effective date.

Issued by: Kenneth D. Daly, President, Brooklyn, New York

PSC NO: 12 GAS LEAF: 79.7
 COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 6
 INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 4
 STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

GENERAL INFORMATION - Continued

36. ANNUAL COST OF GAS IMBALANCE SURCHARGE OR REFUND

A. Service Classification Nos. 1A, 1AR, 1B, 1BR, 1B-DG, 2, 3, 4A, 4A-CNG, 4B, 7, and 21.

A surcharge or refund (adjusted for simple interest at the Commission's other customer capital rate) to recover Monthly Cost of Gas under collections or refund Monthly Cost of Gas overcollections from sales customers served under SC 1, 2, 3, 4A, 4A-CNG, 4B, 7, and 21 shall be computed as follows:

Compare:	1.	Total Actual Fixed Cost of Gas PLUS
	2.	Total Actual Commodity Costs PLUS or LESS
	3.	Total Actual Hedging Costs / Credits LESS
	4.	Total Actual Gas Credits
to	5.	Total Fixed Cost of Gas Recoveries PLUS
	6.	Total Commodity Cost of Gas Recoveries PLUS
	7.	Total Hedging Costs / Credits Recoveries, LESS
	8.	Total Gas Credit Recoveries ADD
	9.	Total Imbalance Surcharge Recoveries or Refunds, ADD
	10.	Net remaining prior year imbalance, PLUS
	11.	LAUF Adjustment.

Issued by: Rudolph L. Wynter, President, Brooklyn, New York

PSC NO: 12 GAS

LEAF: 79.8

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 6

INITIAL EFFECTIVE DATE: 09/01/21

SUPERSEDING REVISION: 4

STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

GENERAL INFORMATION - Continued

1. Total Actual Fixed Cost of Gas =
 - a) Actual suppliers, transporters and storage providers fixed rates and charges, **PLUS**
 - b) Any other fixed charges for the Gas Cost Year,

Total Actual Fixed Cost of Gas with Credits = (a) + (b)

2. Total Actual Commodity Costs
 - a) Actual Commodity Cost of Flowing Gas **PLUS**
 - b) Actual Commodity Cost of gas withdrawn from storage or LNG vaporized, **PLUS**
 - c) All other actual allowable fees and charges associated with purchase of gas.

Total Actual Commodity Cost of Gas = (a) + (b) + (c)

3. Total Actual Hedging Costs / Credits

4. Total Actual Gas Credits =
 - a) Actual Off-System Revenue Credits, **PLUS**
 - b) Actual Marketer Capacity Program Credits **PLUS**
 - c) Actual Non-Core Swing Service and Daily Balancing Service Demand Charge Credits

- d) Non-Firm Demand Response Penalty Refunds

Total Actual Gas Credits = (a) + (b) + (c) + (d)

5. Total Actual Gas Costs = (1) + (2) + (3) - (4)

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SUPERSEDING REVISION: 2

GENERAL INFORMATION - Continued

6. Total Fixed Cost of Gas Recoveries = Total revenues from monthly fixed cost of gas charges during Gas Cost Year, net of associated revenue taxes.
7. Total Commodity Cost of Gas Recoveries = Total recoveries from Monthly Commodity Cost of Gas charges during Gas Cost Year, net of associated revenue taxes.
8. Total Hedging Costs/Credits Recoveries
Total Hedging Costs/Credits Recoveries during the Gas Cost Year.
9. Total Gas Credit Recoveries
Total Gas Credit Recoveries during the Gas Cost Year
10. Total Gas Recoveries = (6) + (7) + (8) - (9)

PLUS

11. Total Monthly Imbalance Surcharge or Refund Recoveries
12. Net remaining prior year imbalance
13. LAUF Adjustment =
 - a) The LAUF Target, LESS
 - b) Actual System LAUFMultiplied by
 - c) The actual average commodity cost of gasMultiplied by
 - d) The metered sales of SC 1, 2, 3, 4A, 4A-CNG, 4B, 7, and 21

Annual Cost of Gas Imbalance = (5) – (10) + (11) + (12) + (13)

Divide Annual Cost of Gas Imbalance (including simple interest at the Commission's other customer capital rate) by forecast Gas Sales for twelve month period January 1 through December 31.

The determination period to be used in the computation of the surcharge or refund shall be the 12 months ended August 31 of each year. The surcharge or refund computation shall be filed with the Commission on or before October 15 of the calendar year before it is to become effective.

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GENERAL INFORMATION – Continued

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Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS
 COMPANY: THE BROOKLYN UNION GAS COMPANY
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 REVISION: 5
 SUPERSEDING REVISION: 3

GENERAL INFORMATION - Continued

Merchant Function Charge Annual Imbalance Surcharge or Refund

- B. Annual Gas Supply-Related Cost Surcharge or Refund for Service Classification Nos.1A, 1AR, 1B, 1BR, 1B-DG, 2, 3, 4A, 4A-CNG, 4B, 7, 21 and 22 shall be computed as follows:

Compare: 1. Expense Targets Gas Supply-Related Costs
 to 2. Actual Gas Supply-Related Cost Recoveries
 ADD

3. Net remaining prior year imbalance.

1. Actual Gas Supply-Related Costs=
 a. Gas Procurement and Commodity-Related Sales Promotion Expenses prorated for the Gas Cost Year, PLUS
 b. Commodity-Related Credit and Collection Expenses prorated for the Gas Cost Year, PLUS

Total Actual Supply-Related Costs = a + b

2. Supply-Related Cost Recoveries =
 Recoveries from Supply Related Costs during the Gas Cost Year, net of associated revenue taxes.

3. Gas Supply-Related Costs Imbalance Surcharge or Refund Recoveries =
 Total revenues or refunds from the Gas Supply-Related Cost Imbalance Surcharge or Refund charges during Gas Cost Year, net of associated revenue taxes plus the prior year imbalance.

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LEAF: 79.11

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 5

INITIAL EFFECTIVE DATE: 09/01/21

SUPERSEDING REVISION: 3

STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

GENERAL INFORMATION - Continued

Current Year Imbalance = 1 – 2 + 3

Divide result by the Company's estimated sales to Service Classification Nos. 1A, 1AR, 1B, 1BR, 1B-DG, 2, 3, 4A, 4A-CNG, 4B, 7, 21 and 22 for the twelve month period January 1 through December 31.

The surcharge or refund computation shall be filed with the Commission on or before October 15 of the calendar year before it is to become effective.

- C. Annual Gas Return Requirement on Gas in Storage Surcharge or Refund for Service Classification Nos. 1A, 1AR, 1B, 1BR, 1B-DG, 2, 3, 4A, 4A-CNG, 4B, 7 and 21 shall be computed as follows:

Compare: 1. Actual Return Requirement on Gas in Storage Costs
to 2. Return Requirement on Gas in Storage Recoveries
ADD
3. Net remaining prior year imbalance.

1. Actual Return Requirement on Gas in Storage Costs is calculated by multiplying
 - (a) the pre-tax WACC percentage by
 - (b) the actual average of twelve calendar months commodity inventory cost of the Company's and KEDLI's market area storage services and production area storage services, excluding WSS inventory used for Off-System Transactions multiplied by
 - (c) The ratio of Storage Inventory between firm sales and firm transportation

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS LEAF: 79.12
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 9
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 7
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

GENERAL INFORMATION - Continued

2. Return Requirement on Gas in Storage Recoveries equal the recoveries from Return Requirement on Gas in Storage during the Gas Cost Year from Service Classification Nos. 1A, 1AR, 1B, 1BR, 1B-DG, 2, 3, 4A, 4A-CNG, 4B, 7, 21, 17-1A, 17-1AR, 17-1B, 17-1BR, 17-2, 17-3, 17-4A, 17-4A-CNG, 17-4B , 17-7 and 17-21 net of revenue taxes.
3. Return Requirement on Gas in Storage Surcharge or Refund Recoveries equal Total revenues or refunds from the Return Requirement on Gas in Storage Imbalance Surcharge or Refund charges during Gas Cost Year, net of associated revenue taxes plus the prior year imbalance.

$$\text{Current Year Imbalance} = 1 - 2 + 3$$

Divide result by the Company's estimated sales to Service Classification Nos. 1A, 1AR, 1B, 1BR, 1B-DG, 2, 3, 4A, 4A-CNG, 4B, 7 and 21 and deliveries to Service Classification Nos. 17-1A, 17-1AR, 17-1B, 17-1BR, 17-2, 17-3, 17-4A, 17-4A-CNG, 17-4B, 17-7 and 17-21 for the twelve month period January 1 through December 31

The surcharge or refund computation shall be filed with the Commission on or before October 15 of the calendar year before it is to become effective.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS LEAF: 79.13
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 4
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 2
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GENERAL INFORMATION – Continued

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COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 3
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

GENERAL INFORMATION – Continued

D. Monthly Transportation Adjustment Charges

- I. Rates for transportation customers taking service under SC 17 will be adjusted monthly to include the following charges and credits:
1. Return Requirement on Gas In Storage as stated on Leaf No. 79.5
 2. Annual Return Requirement on Gas in Storage Surcharge as stated on Leaf No. 79.11
 3. Research & Development Charge as stated on Leaf No. 90
 4. Delivery Penalty Refunds as stated on Leaf No. 90
 5. Annual Transportation Imbalance Surcharge or Refund as stated on Leaf No. 79.14
 6. System Performance Adjustment Surcharge or Refund as stated on Leaf No. 79.6

These charges and credits will be set forth on the Statement of Transportation Adjustment Charges and filed with the Commission not less than two business days prior to the effective date.

II. Annual Transportation Imbalance Surcharge or Refund

An Annual Transportation Imbalance Surcharge or Refund (adjusted for simple interest at the Commission's other customer capital rate) will be included in the rates charged to transportation customers taking service under SC 17 which will consist of the following charges and credits:

1. Refunds from pipeline transporters and storage providers as stated on Leaf No. 84.
2. A reconciliation adjustment for under or over recoveries of refunds from pipeline transporters and storage providers as stated on Leaf No. 85.
3. Delivery Penalty Charges collected by the Company from transportation customers taking service under SC 17 and 18.

The calculation of the Annual Transportation Imbalance Surcharge or Refund will be filed with the Commission on or before each October 15th and will take effect January 1st through December 31st of the upcoming calendar year.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS LEAF: 79.15
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 4
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

GENERAL INFORMATION – Continued

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INITIAL EFFECTIVE DATE: 12/13/21
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LEAF: 80
REVISION: 24
SUPERSEDING REVISION: 23

GENERAL INFORMATION - Continued

37. Weather Normalization Adjustment

Applicability and Formula:

The Weather Normalization Adjustment, calculated as described below, shall be effective for all customers in Service Classification Nos. 1B, 1BR, 1B-DG, 2 (Rate Schedule 2), 3, and 4B as well as to customers in Service Classification No. 17 (Rate Schedules CTS-1B, CTS-1BR, CTS-2 (Rate Schedule 2), CTS-3 and CTS-4B) and shall be applied to total gas usage during the weather normalization period. The weather normalization period shall be October 1st through May 31st.

The Weather Normalization Adjustment Factor shall be calculated using the following formula:

$$\text{WNF} = \frac{\text{MR} \times \text{DDF} \times [(\text{NHDD} \pm (\text{NHDD} * .022)) - \text{AHDD}]}{(\text{BLF} \times \text{BD}) + (\text{AHDD} \times \text{DDF})}$$

Definitions:

"WNF" is the Weather Normalization Factor expressed in \$/Therm.

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REVISION: 23
SUPERSEDING REVISION: 21

GENERAL INFORMATION - Continued

"MR" is the margin (non-gas) rate. For Service Classification Nos. 2 (Rate Schedule 2), 3, 4B, and 17 (CTS-2 (Rate Schedule 2), CTS-3 and CTS-4B) it equals the unit price of the last block of Service Classification Nos. 2 (Rate Schedule 2), 3 or 4B expressed in \$/Therm. For Service Classification Nos. 1B, 1BR, 1B-DG, 17-CTS-1B and 17-CTS-1BR, "MR" equals a weighted average of the penultimate and last block unit prices, based on consumption in those blocks over the most recent three year period, expressed in \$/Therm. The margins effective for the weather normalization period will be shown on the Statement of Weather Normalization Adjustment Factors.

"HDD", or Heating Degree Days, are the difference between 65 degrees Fahrenheit (F) and the mean of the extremes of the dry bulb temperature during a day. HDD of a day is always zero when the mean temperature is above 65 degrees. A heating degree day is each degree of temperature difference. Heating degree days also refer to the cumulative heating degree days experienced over a period of time more than one day.

"NHDD", or Normal Heating Degree Days, for any given calendar day within a month are based on the average of the degree days for that calendar day over the thirty year period ending June 30, 2018. Normal Heating Degree Days for the weather normalization period will be shown on the Statement of Weather Normalization Adjustment Factors.

"AHDD", or Actual Heating Degree Days, are the actual difference between 65 degrees F and the average of the minimum and maximum outdoor dry bulb temperatures for a particular day. AHDD are always zero when that average is equal to or above 65 degrees F.

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LEAF: 82
REVISION: 18
SUPERSEDING REVISION: 16

GENERAL INFORMATION - Continued

"BD", or Billing Days, is the actual number of days shown on the bill that the customer receives for service.

"BLF", or base load factor in dekatherms per billing day, is the estimated number of dekatherms used per day for non-heating purposes based on average usage by customers to which this adjustment applies. It is determined separately for each customer category and may be revised annually to reflect the non-temperature sensitive usage of customers to which the adjustment applies reflected in the prior heating season's sales. BLF for the weather normalization period will be shown on the Statement of Weather Normalization Adjustment Factors.

"DDF", or degree day factor in dekatherms per heating degree day, is the estimated number of dekatherms used for space heating for each degree of a degree day, based on average usage by customers to which this adjustment applies. DDF is determined separately for each customer category and may be revised annually to reflect the temperature sensitivity reflected in the prior heating season's sales to customers to which the adjustment applies. DDF for the weather normalization period will be shown on the Statement of Weather Normalization Adjustment Factors.

For all space heating customers receiving service under SC Nos. 1B, 1BR, 1B-DG, 2, 3, 17-1B, 17-1BR, 17-2-2 and 17-3, the weather normalization adjustment will take effect if there is a degree day variance from normal weather (NHDD – AHDD). The weather adjustment is made by adding (or subtracting) the weather normalization adjustment to (or from) the calculated delivery charges for the billing period. For SC 4B and SC 17-4B, however, the weather normalization adjustment will only take effect if the degree day variance from normal weather (NHDD – AHDD) exceeds 2.2% of normal (NDD).

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PSC NO: 12 GAS

LEAF: 83

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 21

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SUPERSEDING REVISION: 20

STAMPS: Issued in compliance with Order in Case 16-G-0059 dated December 16, 2016

GENERAL INFORMATION - Continued

Except for the Weather Normalization Adjustment Factor (WNF) effective January 1, 2017, each WNF will be filed by the Company in a Statement of Weather Normalization Adjustment Factor fifteen (15) days prior to its effective date.

The WNF effective January 1, 2017 will be filed in compliance with the Commission's Order in Case No. 16-G-0059 and go into effect pursuant to such Order.

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LEAF: 84
REVISION: 8
SUPERSEDING REVISION: 6

GENERAL INFORMATION – Continued

38. Refund Provision

In the event that the rates and charges of the Company's gas suppliers, pipeline transporters or storage providers are retroactively reduced and the Company receives a refund for excess charges paid, the total amount of the refund adjusted to include simple interest at the Commission's Other Customer Capital Rate will be returned to the Company's firm customers as follows:

A. Gas Supplier Refunds

1. Refunds from gas suppliers will be allocated between the Company and KEDLI in proportion to each company's projected firm sales over the calendar year in which the refund is to be credited.
2. The Company will credit its portion of the refund to firm sales customers served under SC 1, 2, 3, 4A, 4A-CNG, 4B, 7 and 21.
3. The refund will be included as a credit in the computation of the Annual Cost of Gas Surcharge or Refund filed with the Commission on or before each October 15th.

B. Refunds from Pipeline Transporters and Storage Providers

1. Refunds credited by pipeline transporters or storage providers to the Company only and not to ESCOs or Direct Customers that have obtained a capacity release from the Company of the associated pipeline transportation or storage capacity:
 - a. The refund will be allocated between the Company and KEDLI in proportion to each company's projected firm sales and transportation quantities over the calendar year in which the refund is to be credited.
 - b. The refund allocable to firm sales customers served under SC 1, 2, 3, 4A, 4A-CNG, 4B, 7 and 21 will be included as a credit in the computation of the Annual Cost of Gas Surcharge or Refund filed with the Commission on or before each October 15th.

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LEAF: 85
REVISION: 10
SUPERSEDING REVISION: 8

GENERAL INFORMATION – Continued

- c. The refund allocable to firm transportation customers served under SC 17 will be included as a credit in the computation of the Annual Transportation Adjustment Charge Imbalance Surcharge or Refund and filed with the Commission on or before each October 15th.
 2. Refunds credited by pipeline transporters or storage providers to the Company as well as to ESCOs or Direct Customers that have obtained a capacity release from the Company of the associated pipeline transportation or storage capacity:
 - a. The Company will treat the portion of the refund that it receives in the same manner as a gas supplier refund as described in Rule 38.A.
- C. Reconciliation of Refunds
 1. The Company will reconcile any refunds not previously credited via the Annual Gas Cost Surcharge or Refund to firm sales customers served under SC 1, 2, 3, 4A, 4A-CNG, 4B, 7 and 21. Any under or over recoveries of these refunds will be included in the next applicable Annual Cost of Gas Surcharge or Refund.
 2. The Company will reconcile any refunds not previously credited via the Annual Transportation Imbalance Surcharge or Refund to firm transportation customers served under SC 17. Any under or over recoveries of these refunds will be included in the next applicable Annual Transportation Imbalance Surcharge or Refund.

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PSC NO: 12 GAS

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COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 4

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GENERAL INFORMATION - Continued

- D. Pursuant to the Commission's Order in C.10-G-0251 dated October 20, 2010, certain refunds from the Tennessee Gas Pipeline Company will be credited over a 12-month period to firm sales customers provided service under SC 1, 2, 3, 4A, 4A-CNG, 4B, 7 21 and firm transportation customers provided service under SC 17. The unitized rate of the refund shall be computed by dividing the refund including interest set by the Commission by the sum of the forecasted firm sales and firm transportation quantities for the next 12-month period. Firm sales customers provided service under SC 1, 2, 3, 4A, 4A-CNG, 4B, 7 or 21 will be credited the refund through an adjustment to the Statement of Gas and Pipeline Costs and Adjustments. Firm transportation customers provided service under SC 17 will be credited the refund as an adjustment to the Statement of Transportation Adjustment Charges.
- E. The Company reserves the right, in its sole discretion, to petition the Commission for permission to use an alternate method of refunding.

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LEAF: 86
REVISION: 9
SUPERSEDING REVISION: 7

GENERAL INFORMATION - Continued

39. A. Transition Costs

- I. Transition Costs incurred by the Company from its pipeline gas suppliers or transporters as a result of the implementation of Federal Energy Regulatory Commission Order No. 636, shall be recovered by the Company as follows:
- (a) Unrecovered gas costs remaining when the pipeline terminates sales service shall be recovered from Service Classification Nos. 1A, 1AR, 1B, 1BR, 1B-DG, 2, 3, 4A, 4A-CNG, 4B, 7 and 21 through their applicable Monthly Cost of Gas.
 - (b) New facility costs incurred to implement FERC Order No. 636 and reflected in pipeline base rates shall be recovered from Service Classification Nos. 1A, 1AR, 1B, 1BR, 1B-DG, 2, 3, 4A, 4A-CNG, 4B, 7, 17, 18 and 21 through their applicable Monthly Cost of Gas.
 - (c) Gas Supply Restructuring (GSR) costs and Stranded Facility costs shall be recovered from the Gas Adjustment applicable to Service Classification Nos. 1A, 1AR, 1B, 1BR, 1B-DG, 2, 3, 4A, 4A-CNG, 4B, 7 and 21, as well as surcharges listed on the Company's Statements of Rates and Charges for Service Classification Nos. 17 and 18.

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COMPANY: THE BROOKLYN UNION GAS COMPANY
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LEAF: 87
REVISION: 10
SUPERSEDING REVISION: 8

GENERAL INFORMATION - Continued

This methodology will be applied to transition costs incurred as of April 1, 1996 and therefore will appear in the Company's Statement of Monthly Cost of Gas and Adjustments.

- II. The annual transition cost surcharge (refund) for the period beginning December 1st and ending November 30th shall be derived as follows:

For Service Classification Nos. 1A, 1AR, 1B, 1BR, 1B-DG, 2, 3, 4A, 4A-CNG, 4B, 7 and 21 - The Company will:

- (a) calculate the estimated allocable portion of transition costs for Service Classification Nos. 1A, 1AR, 1B, 1BR, 1B-DG, 2, 3, 4A, 4A-CNG, 4B, 7 and 21 (as defined in paragraphs 1, 2 and 3) for the projected twelve month period ending November 30th each year; and then
- (b) add or subtract (as the case may be) any under collection or overcollection of transition costs attributable to Service Classification Nos. 1A, 1AR, 1B, 1BR, 1B-DG, 2, 3, 4A, 4A-CNG, 4B, 7 and 21 from the preceding 12 month period; and then
- (c) divide the result of (a) and (b) by the forecasted aggregate quantity of sales to Service Classification Nos. 1A, 1AR, 1B, 1BR, 1B-DG, 2, 3, 4A, 4A-CNG, 4B, 7 and 21 for the projected twelve month period ended November 30th each year.

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PSC NO: 12 GAS

LEAF: 88

COMPANY: THE BROOKLYN UNION GAS COMPANY

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SUPERSEDING REVISION: 2

STAMPS:

GENERAL INFORMATION - Continued

Reconciliation of Transition Costs Incurred and Collected Prior to April 30, 1996

To ensure that actual transition costs incurred and collected to date have been recovered according to the allocation provisions described above, the Company will:

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PSC NO: 12 GAS

LEAF: 89

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 10

INITIAL EFFECTIVE DATE: 09/01/21

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STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

GENERAL INFORMATION - Continued

- (a) calculate the total transition costs incurred through April 30, 1996; and then
- (b) allocate these transition costs between Service Classification Nos. 1A, 1AR, 1B, 1BR, 1B-DG, 2, 3, 4A, 4A-CNG, 4B, 7, 17, 18 and 21 according to the methodology described herein; and then
- (c) calculate the actual amount of transition costs collected from Service Classification Nos. 1A, 1AR, 1B, 1BR, 1B-DG, 2, 3, 4A, 4A-CNG, 4B, 7, 17, and 18 through April 30, 1996; and then
- (d) subtract the actual amount of transition costs collected from Service Classification Nos. 1A, 1AR, 1B, 1BR, 1B-DG, 2, 3, 4A, 4A-CNG, 4B, 7, 17 and 18 under (c) from the total amount allocable to those service classifications under (b); and then
- (e) add the result obtained in (d) to the transition costs allocable to the year ended September 30, 1996.

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COMPANY: THE BROOKLYN UNION GAS COMPANY

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GENERAL INFORMATION - Continued

39. B. Transition Surcharge

Any stranded capacity costs resulting from firm sales customers converting to firm transportation service on and after April 1, 1999 and not taking an assignment of the Company's capacity, will be collected from firm sales and firm transportation customers as a separate surcharge assessed through the Gas Adjustment and the Transportation Adjustment, respectively.

Each new dekatherm (dt) of capacity brought to the citygate by a marketer after April 1, 1999 is assumed for purposes of the following formula to generate stranded cost.

The portion of capacity costs (\$cap) associated with customers that have switched from sales to transportation service after April 1, 1999 or who have had capacity assigned but are no longer taking such assignment, is calculated as follows:

$$\text{\$cap} = [(\text{tcap} - \text{ucapD} - \text{fgrow}) / (\text{ucap} - \text{ucapD})] \times (\text{ucap\$} - \text{ucapD\$})$$

where

tcap = amount of capacity associated with customers using their own capacity to bring gas to the citygate (dt)

ucapD = utility upstream pipeline capacity that has been decontracted (dt)

fgrow = firm customer throughput growth (dt)

ucap = total utility upstream pipeline capacity (dt)

ucap\$ = utility upstream capacity costs (\$)

ucapD\$ = utility upstream capacity costs that have been decontracted (\$)

This surcharge will become effective on the first day of the month in which strandalone costs are incurred. Surcharge collections will be subject to periodic reconciliation.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 14316
..TXT: PSC NO: 12 GAS LEAF: 89.2
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 0
INITIAL EFFECTIVE DATE: 01/01/01 SUPERSEDING REVISION:
STAMPS: Issued in compliance with order in Case 99-G-1469 dated December 26, 2
RECEIVED: 12/29/00 STATUS: Effective EFFECTIVE: 01/01/01

GENERAL INFORMATION - Continued

39. C. Bill Credit

All heating sales and transportation customers will receive a \$50.00 one-time bill credit against delivery charges if the Company's December 2000 cost of gas exceeds \$5.43 per dth. This bill credit will be appear on the customer's bill for the period beginning February 1, 2001 and March 31, 2001.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 90

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 13

INITIAL EFFECTIVE DATE: 09/01/21

SUPERSEDING REVISION: 11

STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

GENERAL INFORMATION - Continued

40. Delivery Penalty Refund

Delivery Penalty Charges collected by the Company from customers taking service under S.C. Nos. 17 or 18 and Sellers under S.C. No. 19 will be refunded to customers taking sales service under S.C. Nos. 1A, 1AR, 1B, 1BR, 1B-DG, 2, 3, 4A, 4A-CNG, 4B, 7 and 21, and to customers taking transportation service S.C. 17, CTS-1A, CTS-1AR, CTS-1B, CTS-1BR, CTS-2, CTS-3, CTS-4A, CTS-4A-CNG, CTS-4B, CTS-7 and CTS-21. The per therm refund shall be calculated by dividing the total delivery penalties collected during the 12 months preceding the computation date by the sum of quantity of sales rendered under S.C. Nos. 1A, 1AR, 1B, 1BR, 1B-DG, 2, 3, 4A, 4A-CNG, 4B, 7 and 21 for the 12 months preceding the computation date plus the quantity of transportation gas delivered under S.C. 17, CTS-1A, CTS-1AR, CTS-1B, CTS-1BR, CTS-2, CTS-3, CTS-4A, CTS-4A-CNG, CTS-4B, CTS-7 and CTS-21 for the 12 months preceding the computation date. The resultant per therm charge shall be shown on the Statement of Monthly Cost of Gas and Adjustments and the Statement of Transportation Adjustment Charges filed with the Commission.

40A. Research and Development Surcharge

The Research and Development Surcharge will be applicable to Service Classification Nos. 1A, 1AR, 1B, 1BR, 1B-DG, 2, 3, 4A, 4A-CNG, 4B, 7, 17 and 21. This surcharge is a funding mechanism to support medium and long term research and development projects previously funded by a Federal Energy Regulatory Commission (FERC) surcharge which is being phased out over the next several years. The amount collected under this mechanism will mirror the decrement in the FERC surcharge each year until 2004 and will be capped at \$0.0174/dekatherm, thereafter. This surcharge will appear on the Statement of Monthly Cost of Gas and Adjustments and the Statement of Transportation Adjustment Charges.

41. Revenue Tax Surcharge

- (a) The rates and charges under all service classifications, including the gas adjustment and minimum charges, payable in the municipality where service is supplied, shall be increased to reflect the aggregate percentage rate of taxes imposed on the Company's revenues within such municipality pursuant to the following statutes:

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

..DID: 14308

..TXT: PSC NO: 12 GAS

LEAF: 91

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 01/01/01

SUPERSEDING REVISION: 1

STAMPS: Issued in compliance with order in Case 00-M-1556 dated 12/21/00

RECEIVED: 12/29/00 STATUS: Effective EFFECTIVE: 01/01/01

GENERAL INFORMATION - Continued

- (1) New York State Tax Law, Article 9 - Section 186-a, Article 9-A - Section 210 and 1201 (a)
- (2) General City Law, Section 20-b
- (3) New York City Administrative Code, Section QQ46-2.0

The total amount of all rates and charges shall be increased by an Effective Aggregate Percentage factor determined by dividing the applicable aggregate percentage rate of taxes by 100% minus the applicable aggregate percentage rate of taxes. The resulting Revenue Tax Surcharge shall be set forth on a statement filed with the Public Service Commission and will be subject to adjustment whenever the City of New York levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such tax. Every such statement shall be filed not less than fifteen (15) business days before the date on which the statement is proposed to be effective, shall become effective no sooner than the date when the tax enactment is filed with the Secretary of State; shall be applicable to bills subject to the tax enactment that are rendered on or after the effective date of the statement; and shall be canceled not more than five (5) business days after the tax enactment either ceases to be effective or is modified so as to reduce the tax rate. A copy of the statement in effect will be available to the public at Company offices at which applications for gas service may be made.

Pursuant to Commission Order issued July 23, 1991 in Case No. 27611, the rates and charges under all service classifications shall also be subject to an additional tax percentage factor designed to recover the tax rate and surcharge increases imposed under Sections 186-a and 188, respectively, for the period January 1, 1991 through July 31, 1991. The additional percentage factor shall be determined by dividing the additional tax expense by forecasted revenue for the twelve months ended on the day before the first anniversary date of the effective date of new rates prescribed by the Commission in Case No. 90-G-0981.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5250
..TXT: PSC NO: 12 GAS LEAF: 92
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

GENERAL INFORMATION - Continued

The increased tax percentage shall be set forth in the Statement of Revenue Tax and Surcharges and shall remain in effect for a twelve month period, commencing with the effective date of new rates prescribed by the Commission in Case No. 90-G-0981. Following the collection period, the Company shall reconcile the additional tax expense collected from customers with the actual tax payments made to the state. Any over or under collection greater than or equal to 0.5%, shall result in a one-time adjustment to the tax rate effective December 1992 and January 1993.

- (b) The rates and charges under all service classifications, including the gas adjustment and minimum charges, shall be increased by an additional percentage, after the Effective Aggregate Percentage has been applied, to recover the tax expenses imposed by the Temporary Metropolitan Transportation Business Tax Surcharge, pursuant to Tax Law Section 186-b and 186-c. The surcharge percentage shall be set forth on the statement described in (a) above and shall remain in effect for a twelve-month period. A new surcharge percentage shall be filed with the Public Service Commission for each year the tax surcharge is applicable. In the event the revenues produced by the percentage increase in rates and charges in each twelve-month period are substantially higher or lower (greater than plus or minus 0.5 percent) than the tax expenses incurred, the Company will make a reconciliation adjustment after each twelve-month period. The length of each adjustment period shall equal one month for each two percent of the tax difference, up to a maximum of ten months.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5251
..TXT: PSC NO: 12 GAS LEAF: 93
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

GENERAL INFORMATION - Continued

- (c) Pursuant to Commission Order issued July 5, 1990 in Case No. 27611, the rates and charges under all service classifications shall also be subject to an additional percentage increase in rates and charges in an amount set forth on the Statement of Revenue Tax and Surcharges to recover the tax surcharge expense imposed by Section 188 of the New York Tax Law. After July 14, 1991, the amount of surcharge collected over the period July 15, 1990 through July 14, 1991 attributable to the expenses of the Section 188 surcharges for the twelve months ending December 31, 1990 shall be reconciled with the amount of Section 188 surcharge actually paid by the utility for that period. In the event the revenues produced by the percentage increase in rates and charges are substantially higher or lower than the amount paid by the utility (equal to or greater than plus or minus 0.5 percent), the utility will make a one-time adjustment to the percentage increase in rates and charges in effect for the months of September and October 1991.

A new surcharge percentage shall be filed with the Public Service Commission for each year the tax surcharge is applicable. After December 31 of 1991 and of each succeeding year the surcharge is in effect, the amount of surcharge collected for the expense of the Section 188 surcharge on excess dividends for the prior year shall be reconciled with the amount of the Section 188 surcharge on excess dividends actually paid by the utility. In the event the revenues produced by the percentage increase in rates and charges are substantially higher or lower than the amount paid by the utility (equal to or greater than plus or minus 0.5 percent), the utility will make a one-time adjustment to the percentage increase in rates and charges in effect for the month of March and April.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

PSC NO: 12 GAS LEAF: 93.1
 COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 0
 INITIAL EFFECTIVE DATE: 07/01/22 SUPERSEDING REVISION:
 STAMPS: Issued in compliance with Order in Case 17-E-0238, et al., dated June 17, 2022

GENERAL INFORMATION - Continued

42. Late Payment Charge and Other Waived Fees Surcharge (“LPCO”)

The LPCO Surcharge will recover the late payment charges and other waived fees in accordance with the Commission Order issued in Case 19-G-0309.

The amount to be recovered shall be allocated to applicable service classifications based on the Company’s Write-Off allocator in the Company’s most recent rate case.

The LPCO Surcharge will be subject to an annual true-up, with any over/under collection at the end of the annual collection period, inclusive of carrying charges at the Company’s pre-tax WACC, to be included in the balance for refund or recovery in the next annual period, or in future base delivery rates as applicable.

The LPCO will be included in the Delivery Rate Adjustment (“DRA”) for customers served under SC 1, 2, 3 firm sales and firm transportation, SC 22 and SC 18-22 Non-Firm Demand Response, excluding deliveries of EJP qualifying load. The LPCO will appear on the Statement of Late Payment Charge and Other Waived Fees Surcharge filed with the Public Service Commission not less than three (3) days prior to its effective date.

The write-Off Allocators are as follows:

Service Class	Write-Off Allocators:
SC-1A Residential Non Heat	25.416%
SC-1B Residential Heat	61.398%
SC-2-1 Non-Residential Non Heat	2.685%
SC-2-2 Non-Residential Heat	4.514%
SC-3 Multi-Family	1.843%
SC-22 Non-Firm Demand Response	4.145%

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 07/01/22
STAMPS: Issued in compliance with Order in Case 17-E-0238, et al., dated June 17, 2022

LEAF: 94
REVISION: 11
SUPERSEDING REVISION: 10

GENERAL INFORMATION - Continued

43. Service Classification Riders

A. RIDER A - AREA DEVELOPMENT RATE

(Applicable to Service Classification Nos. 2, 4B, 22 (Commercial, 17-CTS-2, 17-CTS-4B and 18-NCTS-22 Commercial)

Available upon written application to premises within 12 months of application for new gas service, located in specific, targeted areas that have been designated as economic development priorities through federal, New York State and New York City development programs as described on General Information Leaf No. 100 and where there is a projected long term twenty-five percent increase of gas consumption as defined below, or at premises where the applicant is not a previous customer at those premises and is substantially different from any such previous customers.

To be considered substantially different, the new customer must demonstrate to the Company that the new customer is independent of the prior customer. Where gas service has not been rendered to a premise for at least six months before the date of application or where gas service has been rendered but no business has been conducted at the premises for at least six months before the date of application, the applicant shall be deemed to be substantially different solely for purposes of qualification under this Rider A.

This rider will also be available to customers who graduate from the New York State Incubator Program.

For new customers in existing premises an energy efficiency audit must be performed by either: New York State Energy Research Development Authority; some other governmental authority that administers energy efficiency programs; an independent third party; or Customer personnel capable of conducting a comparable audit. This audit must be performed within six months after signing a lease or obtaining a deed and prior to receiving this incentive rate.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 05/25/23
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

LEAF: 95
REVISION: 10
SUPERSEDING REVISION: 9

GENERAL INFORMATION - Continued

The Company shall determine increased gas consumption by establishing a monthly base usage pattern at the premises based upon the historical consumption, normalized for weather conditions, for the twelve month period immediately preceding the customer's application for service. Where actual gas usage as similarly normalized for weather conditions increases over such base by twenty-five percent in each of the three successive months following application, then applicant will be eligible for the benefits of this Rider commencing on the first day of the next successive billing period, and thereafter for the term allowed by this Rider, if in each subsequent twelve months from the date of application actual normalized consumption averages twenty-five percent over the normalized base twelve months gas consumption. If an existing customer installs new energy efficiency equipment, and as a result of that installation, falls below the twenty-five percent threshold stated above, that customer will still be eligible to remain in the program.

Term

To become effective on the first day of the next billing cycle following qualification and acceptance by the Company and to continue while qualification continues for five years.

Applications for service under this Rider will be accepted through March 31, 2024.

Rate

Service Classification No. 2:

- (a) For new Service Classification No. 2 customers the applicable monthly distribution rates for gas service in excess of 250 therms per month shall be reduced by an amount equal to 35% in excess of 250 therms. Monthly consumption less than or equal to 250 therms shall be billed at the applicable Service Classification No. 2 rates and charges.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS LEAF: 96
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 3
INITIAL EFFECTIVE DATE: 05/06/08 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with order in Case 06-G-1185 dated December 21, 2007

GENERAL INFORMATION - Continued

- (b) All monthly gas consumption not meeting the discount qualifications of this Rider shall be billed at the applicable Service Classification No. 2 rates and charges.

Service Classification No. 4B:

- (a) For new Service Classification No. 4B customers the applicable monthly distribution rates for gas service in excess of 200 therms per month shall be reduced by an amount equal to 35% in excess of 200 therms. Monthly consumption less than or equal to 200 therms shall be billed at the applicable Service Classification No. 4B rates and charges.
- (b) All monthly gas consumption not meeting the discount qualifications of this Rider shall be billed at the applicable Service Classification No. 4B rates and charges.

Issued by: John J. Bishar, Executive Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 09/01/21
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

LEAF: 97
REVISION: 7
SUPERSEDING REVISION: 6

GENERAL INFORMATION - Continued

Service Classification No. 22:

Available for service rendered from May 1st through October 31st only.

- (a) For new customers the applicable monthly rates for gas service in excess of 1250 therms per month shall be reduced by an amount equal to 35% of the net margin described under Service Classification No. 22 rates and charges.
- (b) All monthly gas consumption not meeting the discount qualifications of this Rider shall be billed at the applicable Service Classification No. 22 rates and charges.

Service Classification No. 17-CTS-2:

- (a) For new Service Classification No. 17-CTS-2 customers the applicable monthly rates for gas transportation service in excess of 250 therms per month shall be reduced by an amount equal to 35% of the on-system transportation rate. Monthly consumption less than or equal to 250 therms shall be billed at the applicable Service Classification No. 17-CTS-2 rates and charges.

Issued by: Rudolph L. Wynter, President, Brooklyn, New York

PSC NO: 12 GAS

LEAF: 98

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 4

INITIAL EFFECTIVE DATE: 01/02/12

SUPERSEDING REVISION: 3

STAMPS:

GENERAL INFORMATION - Continued

- (b) All monthly gas consumption not meeting the discount qualifications of this Rider shall be billed at the applicable and 17-CTS-2 rates and charges.

Service Classification No. 17-CTS-4B:

- (a) For new Service Classification No. 17-CTS-4B customers the applicable monthly rates for gas transportation service in excess of 200 therms per month shall be reduced by an amount equal to 35% of the on-system transportation rate. Monthly consumption less than or equal to 200 therms shall be billed at the applicable Service Classification No. 17-CTS-4B rates and charges.
- (b) All monthly gas consumption not meeting the discount qualifications of this Rider shall be billed at the applicable Service Classification No. 17-CTS-4B rates and charges.

Issued by: Alan P. Foster, Senior Vice President and Controller, Brooklyn, NY

PSC NO: 12 GAS LEAF: 99
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 4
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

GENERAL INFORMATION - Continued

Service Classification No. 18-NCTS-22:

Available for service rendered from May 1st through October 31st only.

- (a) For new customers the applicable monthly rates for gas transportation service in excess of 1250 therms per month shall be reduced by an amount equal to 35% of the on-system transportation rate.
- (c) All monthly gas consumption not meeting the discount qualifications of this Rider shall be billed at the applicable Service Classification No. 18-NCTS-22 rates and charges.

Adequacy and Future Adjustments of Designated Areas

The Company will not grant service under this Rider where the area in which service is sought can no longer support additional gas service without impairing the adequacy of service to existing customers. In such event the applicant may still obtain service provided that a contribution payment for capital costs incurred to make the attachment is submitted prior to the commencement of gas service by the applicant for such gas service. At the discretion of the Company, the Area Development Rate locations may be supplemented, modified or withdrawn from availability for further applicants.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS LEAF: 100
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 3
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

GENERAL INFORMATION - Continued

E. MAPS, ADDRESSES AND/OR SPECIFIC CENSUS TRACTS FOR AREAS PERTAINING TO AREA DEVELOPMENT RATES MAY BE OBTAINED FROM THE AUTHORIZING AGENCIES FOR EACH PROGRAM. THE COMPANY WILL MAINTAIN CONTACT INFORMATION FOR THE APPROPRIATE AGENCIES.

NEW YORK CITY INDUSTRIAL BUSINESS ZONES (IBZ)

Applicability for the Area Development Rate extends to premises located within designated IBZs, established by the New York City Department of Small Business Services to protect existing manufacturing districts and encourage industrial growth by offering expanded services to industrial and manufacturing businesses. IBZs are designated by The Boundary Commission process pursuant to Title 22, 625 & 626 of the NYC Administrative Code.

NEW YORK STATE BROWNFIELD OPPORTUNITY AREAS (BOA)

Applicability for the Area Development Rate extends to premises located within BOAs designated by the New York Department of State, as areas where municipalities and community-based organizations are eligible for financial and technical assistance to address the presence of brownfield sites within the BOA. Only areas that have completed a BOA Nomination (revitalization plan) meeting the requirements of NYS General Municipal Law and have been designated by the Secretary of State shall be eligible for the Area Development Rate.

FEDERAL OPPORTUNITY ZONES

Applicability for the Area Development Rate extends to premises located within Qualified Opportunity Zones (QOZ) nominated by New York State and approved by the U.S. Department of Treasury pursuant to the Federal Opportunity Zones Program. QOZs are designed to spur investment and create jobs in distressed communities through tax benefits for investments located within the designated QOZs.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 101

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 3

INITIAL EFFECTIVE DATE: 09/01/21

SUPERSEDING REVISION: 1

STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

GENERAL INFORMATION - Continued

RESERVED FOR FUTURE USE

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 102

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 3

INITIAL EFFECTIVE DATE: 09/01/21

SUPERSEDING REVISION: 1

STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

GENERAL INFORMATION - Continued

RESERVED FOR FUTURE USE

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 103

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 3

INITIAL EFFECTIVE DATE: 09/01/21

SUPERSEDING REVISION: 1

STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

GENERAL INFORMATION – Continued

RESERVED FOR FUTURE USE

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 104

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 3

INITIAL EFFECTIVE DATE: 09/01/21

SUPERSEDING REVISION: 1

STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

GENERAL INFORMATION - Continued

RESERVED FOR FUTURE USE

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 105

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 3

INITIAL EFFECTIVE DATE: 09/01/21

SUPERSEDING REVISION: 1

STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

GENERAL INFORMATION - Continued

RESERVED FOR FUTURE USE

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 106

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 3

INITIAL EFFECTIVE DATE: 09/01/21

SUPERSEDING REVISION: 1

STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

GENERAL INFORMATION - Continued

RESERVED FOR FUTURE USE

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 09/01/21
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

LEAF: 107
REVISION: 9

SUPERSEDING REVISION: 8

GENERAL INFORMATION - Continued

B. RIDER B - BUSINESS INCENTIVE RATE FOR NEW AND VACANT PREMISES
(Applicable to Service Classification Nos. 2, 4B, 22, 17-CTS-2, 17-CTS-4B and 18-NCTS-22)

Available upon written application to commercial and industrial customers within twelve months of application for new gas service or within six months of receipt of benefits or certification as outlined below:

EDZ

ECSP;

ICIP; or other documentable economic development incentives administered by New York State, New York City or an Industrial Development Agency ("IDA"); and occupying new or vacant premises; or to existing customers who increase consumption by 15%. If an existing customer installs new energy efficient equipment, and as a result of that installation falls below the 15% threshold stated above, that customer will still be eligible to remain in the program.

This rider will also be available to customers who graduate from the New York State Incubator Program.

This rider will also be available to qualifying tenant businesses locating or expanding in properties receiving benefits from an IDA.

New premises shall mean land upon which the construction for a new building began after the initial effective date of this Rider.

Vacant premises shall mean a previously occupied building which is vacant at the time of application and where applicant can demonstrate that premises have been unoccupied for the six month period preceding application for service under this Rider.

In cases where an existing customer is expanding, the Company shall determine increased gas consumption by establishing a monthly base usage pattern at the premises based upon the historical consumption, normalized for weather conditions, for the twelve month period immediately preceding the customer's application for service. Where actual gas usage, as similarly normalized for weather conditions, increases over such base by fifteen percent in each of the three successive months following application, then applicant will be eligible for the benefits of this Rider commencing on the first day of the next successive billing period, and thereafter for the term allowed by this Rider, if in each subsequent twelve month period from the date of application, actual normalized consumption averages fifteen percent over the normalized base twelve months gas consumption.

Issued by: Rudolph L. Wynter, President, Brooklyn, New York

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 05/25/23
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

LEAF: 108
REVISION:12
SUPERSEDING REVISION: 11

GENERAL INFORMATION - Continued

Term

Application for service under this Rider will be accepted through March 31, 2024. To become effective on the first day of the next billing cycle following acceptance by Company and to continue for benefits or certification up to a maximum of twelve years.

An applicant may continue to receive the full benefits of this Rider for twelve years from the first billing period provided that from the end of such twelve year period that benefit will be reduced annually by one-fourth commencing at the beginning of each subsequent twelve-month period until the end of the benefit period.

Rate

Service Classification No. 2:

- (a) For new Service Classification No. 2 customers the applicable monthly distribution rates for gas service in excess of 250 therms per month shall be reduced by an amount equal to 50% in excess of 250 therms. Monthly consumption less than or equal to 250 therms shall be billed at the applicable Service Classification No. 2 rates and charges.
- (b) All monthly gas consumption not meeting the discount qualifications of this Rider shall be billed at the applicable Service Classification No. 2 rates and charges.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS LEAF: 108.1
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 4
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

GENERAL INFORMATION - Continued

Service Classification No. 4B:

- (a) For new Service Classification No. 4B customers the applicable monthly distribution rates for gas service in excess of 200 therms per month shall be reduced by an amount equal to 50% in excess of 200 therms. Monthly consumption less than or equal to 200 therms shall be billed at the applicable Service Classification No 4B rates and charges.
- (b) All monthly gas consumption not meeting the discount qualifications of this Rider shall be billed at the applicable Service Classification No. 4B rates and charges.

Service Classification No. 22:

Available for service rendered from May 1st through October 31st only.

- (a) For new customers the applicable monthly rates for gas service in excess of 1250 therms per month shall be reduced by an amount equal to 50% of the net margin described under Service Classification No. 18, 18-22.
- (b) All monthly gas consumption not meeting the discount qualifications of this Rider shall be billed at the applicable Service Classification No. 22 rates and charges.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS LEAF: 108.2
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 3
INITIAL EFFECTIVE DATE: 05/06/08 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with order in Case 06-G-1185 dated December 21, 2007

GENERAL INFORMATION - Continued

Service Classification No. 17-CTS-2:

- (a) For new Service Classification No. 17-CTS-2 customers the applicable monthly rates for gas transmission service in excess of 250 therms per month shall be reduced by an amount equal to 50% of the on-system transportation rate. Monthly consumption less than or equal to 250 therms shall be billed at the applicable Service Classification No. 17-CTS-2 rates and charges.
- (c) All monthly gas consumption not meeting the discount qualifications of this Rider shall be billed at the applicable Service Classification No. 17-CTS-2 rates and charges.

Service Classification No. 17-CTS-4B:

- (a) For new Service Classification No. 17-CTS-4B customers the applicable monthly rates for gas transportation service in excess of 200 therms per month shall be reduced by an amount equal to 50% of the on-system transportation rate. Monthly consumption less than or equal to 200 therms shall be billed at the applicable Service Classification No. 17-CTS-4B rates and charges.

Issued by: John J. Bishar, Jr., Executive Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
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GENERAL INFORMATION - Continued

- (b) All monthly gas consumption not meeting the discount qualifications of this Rider shall be billed at the applicable Service Classification No. 17-CTS-4B rates and charges.

Service Classification No. 18-NCTS-22:

Available for service rendered from May 1st through October 31st only.

- (a) For new customers the applicable monthly rates for gas service in excess of 1250 therms per month shall be reduced by an amount equal to 50% of the on-system transportation rate.
- (b) All monthly gas consumption not meeting the discount qualifications of this Rider shall be billed at the applicable Service Classification No. 18-NCTS-22 rates and charges.

Issued by: John Bruckner, President, Brooklyn, New York

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GENERAL INFORMATION - Continued

Adequacy and Future Adjustments of Designated Areas

The Company will not grant service under this Rider where the area in which service is sought can no longer support additional gas service without impairing the adequacy of service to existing customers. In such event the applicant may still obtain service provided that a contribution payment for capital costs incurred to make the attachment is submitted prior to the commencement of gas service by the applicant for such gas service. At the discretion of the Company, the Area Development Rate locations may be supplemented, modified or withdrawn from availability for further applicants

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PSC NO: 12 GAS

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COMPANY: THE BROOKLYN UNION GAS COMPANY

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GENERAL INFORMATION - Continued

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COMPANY: THE BROOKLYN UNION GAS COMPANY

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GENERAL INFORMATION - Continued

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GENERAL INFORMATION - Continued

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COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 09/01/21
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GENERAL INFORMATION - Continued

E. RIDER E - EXCELSIOR JOBS PROGRAM

The Excelsior Jobs Program ("EJP") is sponsored by the New York State Department of Economic Development. The New York State Excelsior Jobs Program is a tax incentive program commencing with tax years beginning in 2011 for non-residential customers who add additional load or who are new customers and are qualified for discounted rates by the NYS Department of Economic Development. Qualified customers are eligible for discounted rates for up to a consecutive ten year term from the date the Company receives a Certificate of Tax Credit from the NYS Department of Economic Development.

"Certificate of Eligibility" means the document, as defined in the EJP Act, issued by Empire State Development ("ESD") to a Customer or applicant that has been accepted into EJP for his location. Possession of a certificate of eligibility does not by itself guarantee eligibility to claim benefits under EJP.

"Certificate of Tax Credit" means the document, as defined in the EJP Act, issued to a participant by ESD that entitles a participant to claim a tax credit and reduced delivery rates for a twelve month period pursuant to the EJP Act.

Available to any applicant or customer whose end use is non-residential in nature; and who qualifies for service under and in accordance with the provisions of customers served under Service Classification Nos. 2, 4B, 22 (Commercial), 17-2, 17-4B, or 18-22 (Commercial) and:

- (a) who has a Certificate of Eligibility and the Company receives a certificate of tax credit for that applicant/customer from the NYS Department of Economic Development; and
- (b) who permanently increases their monthly base load gas consumption by twenty-five percent (25%) or more or who is a new customer.

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COMPANY: THE BROOKLYN UNION GAS COMPANY

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GENERAL INFORMATION - Continued

For existing customers, the Company shall determine increased gas consumption by establishing a monthly base usage pattern at the premises based upon the historical consumption for the twelve month period immediately preceding the customer's receipt of its initial EJP Certificate of Eligibility from the Department of Economic Development. For weather sensitive customers, this monthly base usage pattern will be normalized. Where actual gas usage increases over such base by twenty-five percent in a month, then applicant will be eligible for the benefits of this Rider for that month, and gas usage in excess of the base will be eligible for an EJP rate. For weather sensitive customers, this actual gas usage will be normalized. All monthly gas consumption not meeting the discount qualifications of this Rider shall be billed at the applicable Service Classification rates and charges. For a new customer with no historical usage, the monthly base usage will be considered as zero. EJP Load is load in a given month above the customer's base for that month.

Customers with a Certificate of Eligibility will be eligible to qualify to receive a Certificate of Tax Credit from the State of New York each year which will entitle the customer to receive service at a discounted rate for the following 12 month period commencing with the next full billing period after the utility receives the certificate of tax credit. Service at discounted rates will end no later than fifteen months after receipt of such notification. The Company shall receive a copy of this certificate of tax credit prior to billing the discounted rate.

In addition, qualifying customers must keep their gas account in good standing for the discounted delivery rate to begin and continue.

Rate:**Service Classification Nos. 2 and 17-2:**

For existing customers meeting the increased consumption criteria stated above, the following delivery rate shall apply to any gas consumption above the stated monthly base load in excess of the consumption included in the minimum charge. For new customers, the following delivery rate applies to all gas consumption in excess of the consumption included in the minimum charge:

Service Classification	EJP (\$/therm)	ETIP (\$/therm)	Total EJP: EJP + ETIP
SC 2-1 and 17-2-1	\$0.086	\$0.01770	\$0.10370
SC 2-2 and 17-2-2	\$0.086	\$0.01775	\$0.10375

All customers receiving the EJP rate will be responsible for the Monthly Minimum Charge under the customer's applicable Service Classification Nos. 2 and 17-2.

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COMPANY: THE BROOKLYN UNION GAS COMPANY

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GENERAL INFORMATION – Continued

All customers receiving the EJP rate will be responsible for all of the surcharges, excluding the Revenue Decoupling Mechanism surcharge/credit and the Rate Adjustment Clause as applicable under the customer's applicable Service Classification Nos. 2 and 17-2.

All monthly gas consumption not meeting the discount qualifications of this Rider shall be billed at the customer's applicable Service Classification Nos. 2 and 17-2 rates and charges.

The above mentioned rates will be revised and changed, if required, during each rate change proceeding. Any revised rates will apply to existing customers served by the Rider as well as to newly certified customers.

Service Classification Nos. 4B and 17-4B:

For existing customers meeting the increased consumption criteria stated above, the following delivery rate shall apply to any gas consumption above the stated monthly base load in excess of the consumption included in the minimum charge. For new customers, the following delivery rate applies to all gas consumption in excess of the consumption included in the minimum charge:

Service Classification	EJP (\$/therm)	ETIP (\$/therm)	Total EJP: EJP + ETIP
SC 4B and 17-4B	\$0.086	\$0.01764	\$0.10364

All customers receiving the EJP rate will be responsible for the Monthly Minimum Charge under the customer's applicable Service Classification Nos. 4B and 17-4B.

All customers receiving the EJP rate will be responsible for all of the surcharges, excluding the Rate Adjustment Clause, as applicable under the customer's applicable Service Classification Nos. 4B and 17-4B.

All monthly gas consumption not meeting the discount qualifications of this Rider shall be billed at the customer's applicable Service Classification Nos. 4B and 17-4B rates and charges.

The above mentioned rates will be revised and changed, if required, during each rate change proceeding. Any revised rates will apply to existing customers served by the Rider as well as to newly certified customers.

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GENERAL INFORMATION – Continued

Service Classification Nos. 22 (Commercial) and 18-22 (Commercial):

Available for service rendered from May 1st through October 31st only.

For existing customers meeting the increased consumption criteria stated above, the following delivery rate shall apply to any gas consumption above the stated monthly base load in excess of the consumption included in the minimum charge. For new customers, the following delivery rate applies to all gas consumption in excess of the consumption included in the minimum charge:

\$0.086 per therm

All customers receiving the EJP rate will be responsible for the Monthly Minimum Charge under the customer's applicable Service Classification Nos. 22 and 18-22.

All customers receiving the EJP rate will be responsible for all of the surcharges, excluding the Rate Adjustment Clause, as applicable under the customer's applicable Service Classification Nos. 22 and 18-22.

All monthly gas consumption not meeting the discount qualifications of this Rider shall be billed at the customer's applicable Service Classification Nos. 22 and 18-22 rates and charges.

The above-mentioned rates will be revised and changed, if required, during each rate change proceeding. Any revised rates will apply to existing customers served by the Rider as well as to newly certified customers.

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GENERAL INFORMATION - Continued

44. Non-Residential Rules

A. Controlling Language

If any specific term or condition of this Section should conflict with any term or condition or service classification contained in the Tariff, the specific term or condition in this Section will control.

B. Definitions

1. Non-residential Applicant - a person, corporation or other entity who has requested gas service as a non-residential customer.
2. Non-residential Customer - a person, corporation or other entity, supplied by the Company with gas service under the terms of this Tariff and pursuant to an accepted application for service, who is not a residential customer as defined herein.
3. Residential Customer - any person who, pursuant to an application for service under this Tariff, is supplied by the Company with gas service at a premise used in whole or in part as such person's residence, where:
 - (a) this Tariff specifies a residential rate for such service; provided, however, that no person who is supplied gas service to an entire multiple dwelling or for the common areas of a multiple dwelling shall be considered a residential customer solely because this Tariff specifies a residential rate; or

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GENERAL INFORMATION - Continued

- (b) more than fifty percent of the gas service is used for the customer's residential purposes and the customer has so notified the Company; or
 - (c) the Company knows or reasonably should have known that nay such gas service is provided through a single meter to both units of a two family dwelling; or
 - (d) such person was residential customer, (as previously defined) of the Company within sixty days of making the request, was not terminated for nonpayment, meter tampering or theft of service, and has moved to a different premises within the Company's service territory, so long as such customer remains a residential customer, as previously defined.
- 4. New Non-residential Customer - a non-residential customer who was not the last previous non-residential customer at the premises to be served, regardless of whether such customer previously was or is still a non-residential customer of the Company at a different location.
 - 5. Seasonal Non-residential Customer - a non-residential customer who applies for and receives gas service periodically each year, intermittently during the year, or at other irregular intervals.
 - 6. Short Term or Temporary Non-residential Customer – a non-recurring service intended to be used for a short time for a non-residential customer who requested gas service for a period of time up to two years.
 - 7. Actual Reading - a reading obtained by a Company employee from either the meter or a remote registration device attached thereto.

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GENERAL INFORMATION - Continued

8. Access Controller - a party known to the Company to be in control of access to the metering equipment of a customer, and to have an active account of its own with the Company.
9. Payment - is considered to be made on the date when it is received by the Company or one of its authorized agents.
10. Late Payment - any payment made more than 20 calendar days after the date payment was due. Payment is due whenever specified by the Company on its bill, provided such date does not occur before personal service of the bill or three calendar days after the mailing of the bill.
11. Arrears - charges for which payment has not been made more than 20 calendar days after payment was due.
12. Delinquent Non-Residential Customer - a non-residential customer who has made a late payment on two or more occasions within the previous 12 month period.
13. Business Day - any Monday through Friday when the Company's business offices are open.
14. Deferred Payment Agreement - a written agreement for the payment of outstanding charges over a specified period of time.
15. Levelized Payment Plan - a billing plan designed to reduce fluctuations in a customer's bill payments due to varying, but predictable, patterns of consumption.

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GENERAL INFORMATION - Continued

16. Backbill - that portion of any bill, other than a levelized bill, which represents charges not previously billed for service that was actually delivered to the non-residential customer during a period before the current billing cycle. A bill based on an actual reading rendered after one or more bills based on estimated or non-residential customer readings which exceeds by 50 percent or more the bill that would have been rendered under the Company's standard estimation program is presumed to be a backbill.
17. Tampered Equipment - any service-related equipment that has been subjected either to unauthorized interference so as to reduce the accuracy or eliminate the measurement of the Company's gas service, or to unauthorized connection occurring after the Company has physically disconnected gas service.
18. Utility Deficiency - any action or inaction by the Company or one of its authorized agents that does not substantially conform to the regulations, this Tariff, or the Company's written business procedures.
19. Regulations - the rules and regulations promulgated by the New York State Public Service Commission set forth in title 16 of the Official Compilation of the Codes, Rules and Regulations of the State of New York.

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GENERAL INFORMATION - Continued

C. Termination for Gas Service - Non-Residential Customers

1. Grounds for Termination of Gas Service

A. Generally

The Company may terminate gas service to non-residential customers after rendering advance final notice of the termination and in accordance with the procedures set forth in this Tariff and the Regulations if a non-residential customer:

- I. Fails to pay any Tariff charges due on the customer's account for which a written bill itemizing the charge has been sent; or
- II. Fails to pay amounts due under a deferred payment agreement; or
- III. Fails to pay a lawfully required security deposit; or
- IV. Fails to provide reasonable access to his building for necessary or proper purposes in connection with rendering gas service and the customer has not advised the Company that the customer does not control access and who has control over access; or
- V. Is in violation of this Tariff which permits the Company to terminate gas service.

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GENERAL INFORMATION - Continued

B. Tampered Equipment

The Company may terminate gas service to a nonresidential customer without providing advance notice and without fulfilling the other requirements of the Regulations when it finds gas service being supplied through tampered equipment and has:

- a. evidence that the customer opened the account and used the gas service prior to the creation of the condition or the customer knew, or reasonably should have known, that gas service was not being fully billed;
- b. rendered a written unmetered service bill in accordance with Part 13 of the Regulations;
- c. made reasonable efforts to provide to a person in charge of the premises;
 - I. the written unmetered bill; and
 - ii. oral notice of the conditions, if any, under which the Company will continue gas service.
- d. has not received the required payment.

In cases where tampering and/or theft of service has been established, the customer shall pay the charges set forth below to the Company, and where the Company has disconnected service, such service will not be restored unless the customer pays to the Company:

- (1) the amount owed based upon the estimated consumption of gas not recorded on the meter; and
 - (2) all costs directly related to investigations and inspections and damage to or loss of the meter or other property of the Company.
- All damages will be based on current replacement cost.

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GENERAL INFORMATION - Continued

2. Procedures for Terminating Service to Nonresidential Customers

Gas service to nonresidential customers will be terminated in accordance with section 15 of the Transportation Corporation Law and Section 13.3(a)(2) of the Regulations which sets forth in detail the procedures summarized here. The Company will not terminate gas service to a nonresidential customer for the reasons set forth in Section 44C until at least:

- A. five (5) days after final notice of termination has been served personally upon the customer; or
- B. eight (8) days after mailing written notice to the customer, addressed to the customer at the building being serviced or an alternative mailing address.

Generally, the Company will not issue or send a final notice of termination unless at least twenty (20) days have elapsed from the date payment was due, or the date given in a written notice to cure a Tariff violation or as provided in the Regulations where the reason for notice is failure to provide access. Gas service may be terminated any weekday between the hours of 8:00 a.m. and 6:00 p.m., except on weekends or public holidays as defined in the General Construction Law, and days when the Company offices and/or the Public Service Commission are closed nor after 3:00 p.m. on the days preceding these exceptions.

3. Nonresidential Field Collection Fee

The Company shall assess any nonresidential customer who has received a valid notice of disconnection for non-payment a charge of \$57.15 when a Company employee is dispatched to disconnect service. The charge will be assessed once for each notice of discontinuance of service.

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GENERAL INFORMATION - Continued

4. Payment at the Time of Termination

If a customer claims, at the time that termination for non-payment is to take place, that payment has already been made and produces a written business record of payment, or claims that there is a complaint pending before the Company or the Commission with regard to the charges demanded, the Company's field representative shall make a reasonable effort to verify this information with a company office representative and shall not terminate service for non-payment of any verified disputed amount.

A nonresidential customer may, at the time of termination, avoid the scheduled termination in any one of the following manners:

- A. Offer full payment of the amount that forms the basis for the termination; or
- B. An eligible customer may sign a deferred payment agreement in accordance with the Regulations for the full amount that forms the basis for the scheduled termination and makes payment of the required downpayment at the time of termination.

Nonresidential customers making payments at the time of termination will be given a receipt by the Company's field representative. Any nonresidential customer who has paid for gas service with a dishonored check in the last 24 months will be required to pay at the time of termination by cash, certified check or money order. Checks received for payment at the time of termination which are subsequently dishonored will not be considered payment of a customer's account and the Company may terminate the account without further notice.

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GENERAL INFORMATION - Continued

5. Other Terminations

The Company will suspend, curtail or disconnect service in all circumstances when there is no customer and:

- A. service is being provided through tampered equipment; or
- B. the Company can show that the user will require service for a period of less than one week and after having made a reasonable effort to advise the user before disconnection and giving him the opportunity to apply for service; or
- C. the Company has provided advanced written notice to the occupant either by posting 48 hours or by mailing at least five (5) and not more than thirty (30) calendar days before issuing a disconnection notice to terminate service and the requirements necessary to prevent termination.

D. Disconnection Without Notice

I. Emergency Disconnections

The Company may suspend, curtail or disconnect gas service to any building, unit or piece of equipment, without notice when, in the sole opinion of the Company:

- A. an emergency condition exists which may threaten the health or safety of a person, a surrounding area, or the Company's gas distribution system; or

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GENERAL INFORMATION - Continued

- B. there is a need to make permanent or temporary repairs, changes or improvements in and to any part of the Company's gas distribution system; or
- C. there is a governmental order or directive requiring the Company to do so.

The Company will, to the extent reasonably feasible under the circumstances, provide advance notice to those whose gas service will be interrupted for any of the above reasons. The Company will restore gas service as soon as feasible after the condition has been corrected; provided, however, that gas service need not be ter the condition has been corrected; provided, however, that gas service need not be restored to any building, unit, or piece of equipment if, at the time restoration is to occur, the Company has the lawful right to terminate gas service.

E. Inspection and Examination of Utility Apparatus

1. Right to Inspect

Upon the presentation of a photo-identification badge and written authority from the Company, the Company's duly authorized representative may enter, at all reasonable times, any building or other location supplied with gas service by the Company for the inspection, examination and/or removal of meters, pipes, fittings, wires and works for supplying or regulating the supply of gas and for ascertaining the quantity of gas.

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STAMPS:

GENERAL INFORMATION - Continued

2. Duty to Inspect

Except to the extent prevented by circumstances beyond its control, the Company will conduct a field inspection as soon as reasonably possible and within 60 calendar days of the following:

- a. A request contained in a non-residential customer's service application; or
- b. A non-residential customer's reasonable request; or
- c. The issuance of a field inspection order; or
- d. Notification from any reasonable source that service may not be correctly metered; or
- e. A directive by the Commission or its authorized designee.

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COMPANY: THE BROOKLYN UNION GAS COMPANY

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GENERAL INFORMATION - Continued

F. Complaint Handling Procedures**1. Customer Inquiries and Complaints**

Customer complaints first shall be made to the Company by telephone, mail or in person. The Company will promptly investigate any customer complaint and report the results of its investigation to the customer in writing if requested by the customer. If the customer is not satisfied with the Company's resolution of the customer's complaint, the customer may ask the Company to reconsider the matter. If the customer remains dissatisfied after reconsideration of the matter by the Company, the customer may submit the complaint to the Commission, which will review and investigate it in accordance with its complaint handling procedures under Part 13 of the Regulations.

The Company will not terminate gas service to any customer while a complaint is pending before the Company or the Commission, and for eight (8) days thereafter, unless otherwise provided by the Commission or its authorized designee, providing that the customer pays the undisputed portions of any bill, including bills for current usage, or such amounts as the Commission or its authorized designee determines reasonably reflects the customer's cost of usage.

2. Customer Claims

Any claims against the Company must be made in writing to the Company and must include the name, address and telephone number of the claimant, a description of the incident, copies of bills, photographs and supporting documents, and the amount of the claim. All such claims should be mailed to the Company's main office at 2 Hanson Place, Brooklyn, New York 11217, care of the Claims and Security Department.

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GENERAL INFORMATION - Continued

G. Applications for Service

1. Extension of Service

The Company will either provide or deny service to any applicant as soon as reasonably possible, but no later than ten (10) calendar days after receipt of a completed application for service or such later time as may be specified by the applicant, except:

- A. Where prevented by labor strikes or other work stoppages; or
- B. Where precluded by consideration of public safety; or
- C. Where precluded by physical impediments including but not limited to:
 - I. Adverse weather conditions; or
 - II. Inability to gain access to premises in the possession of the applicant or others; or
 - III. Incomplete construction of necessary facilities by the applicant or inspection and certification thereof by the appropriate authorities; and
 - IV. Incomplete construction of necessary facilities by the Company.

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COMPANY: THE BROOKLYN UNION GAS COMPANY

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GENERAL INFORMATION - Continued

2. Customer Requirements

As a prerequisite to accepting an applicant as a non-residential customer and providing service, the Company will require the applicant to:

- A. File a completed written service application containing information sufficient to establish the applicant's identity and responsibility for the premises as either the owner or occupant, the correct service classification, and who controls access to the meter(s) if not the non-residential customer.
- B. Comply with this Tariff or any applicable state, city or local ordinances.
- C. Fulfill any applicable requirements of Part 230 of the Regulations.
- D. Make full payment for all amounts due and payable which are not either the subject of pending billing dispute pursuant to the Complaint Handling Procedures in the non-residential section of this tariff or of an existing deferred payment agreement that is in good standing, including:
 - I. Service provided and billed to prior account(s) in the applicant's name or for which the applicant is legally responsible;
 - II. Other billed Tariff fees, charges or penalties.

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GENERAL INFORMATION - Continued

- III. Reasonably chargeable material and installation costs relating to temporary or permanent service line or main extensions or service laterals as required by Part 230 of the Regulations and outlined in this Tariff, provided these costs are itemized and given to the applicant in writing;
- IV. Special services billable under this Tariff, provided they are itemized and given to the applicant in writing;
- V. A security deposit, if requested by the Company, which is in accordance with the Regulations.

In the case where an applicant was denied service solely for failure to make full payment as described above, the Company will provide service as soon as reasonably possible but no later than three (3) business days after payment is made (or any later time specified by the applicant) or ten (10) calendar days after receipt of the original applications, whichever is later.

3. Service Application

Service applications are available in all District Offices of the Company and will be provided to all applicants for service for whom the filing of a written application is a prerequisite for providing service. The Company reserves the right to require the submission of appropriate types of documents to substantiate the information provided in the service application, which are listed in the application form and constitute a part of the applications. As a part of the application, the Company may also request any other relevant information or documents not inconsistent with the Regulations.

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GENERAL INFORMATION - Continued

The service application must be signed by the applicant or an authorized agent of the applicant and a copy will be provided to the applicant or his authorized agent. In the case of agents, the Company may require suitable proof of the authorization of the agent.

4. Denial of Application

All service application denials will be made by written notice either delivered personally to the applicant or sent to the applicant's current business address or any alternative mailing address provided in the application.

All applicants submitting incomplete applications will be notified, in writing and within three (3) business days after receipt of the application, of the information and/or documents that must be submitted in order for the application to be considered complete.

H. Levelized Payment Plans

1. Eligibility

All non-residential customers will be eligible to pay their bills according to a levelized payment plan except:

- A. Non-residential customers who have less than twelve (12) months of billing history at the premises; or
- B. Seasonal, short-term or temporary non-residential customers; or
- C. Non-residential customers who have arrears; or

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GENERAL INFORMATION - Continued

- D. Non-Firm Demand Response non-residential customers; or
- E. Non-residential customers who, for any reason, ceased being billed on a previous levelized payment plan before the end of the plan year in the past twenty-four (24) months; or
- F. Non-residential customers whose pattern of consumption is not sufficiently predictable to be estimated on an annual basis with any reasonable degree of certainty.

Non-residential customers will be placed on the levelized payment plan at a time when the non-residential customer is not subject to undue disadvantage.

2. Removal from Levelized Payment Plan

A non-residential customer may request to be removed from the levelized payment plan and be reinstated to regular billing at any time. After a customer request, the Company will render a final levelized settlement bill no later than the next cycle bill that is rendered which is more than ten (10) business days after the request.

The Company will only remove a non-residential customer from the plan if the non-residential customer fails to meet the eligibility requirements. In cases where the non-residential customer becomes ineligible because of payment delinquency, the Company will give the non-residential customer only one opportunity to become current in payment in any twelve (12) month period in order to remain eligible for the plan.

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GENERAL INFORMATION - Continued

I. Security Deposits

1. Deposit Requirements

A security deposit may be required from:

- a. A new non-residential customer; or
- b. An existing non-residential customer:
 - I. Who is delinquent; or
 - II. Whose financial condition is such that it is likely that the non-residential customer may default in the future; provided, however, that the Company has reliable evidence of such conditions, such as reports from accepted financial reporting services, or credit reporting agencies; or

Existing non-residential customers will be given the opportunity to pay the deposit in two installments, fifty percent (50%) down and the balance payable tow months from the first payment date. All non-residential customers will receive a written receipt for the deposit paid.

All requests for deposits will be made in writing and will advise the non-residential customer:

- I. Why the deposit is being requested;
- II. How the amount of the deposit was calculated:

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GENERAL INFORMATION - Continued

- III. That the deposit is subject to later upward or downward revisions based on the non-residential customer's subsequent billing history;
- IV. That the non-residential customer may request that the Company review the account in order to assure that the deposit is not excessive;
- V. The circumstances under which the deposit will be refunded;
- VI. That, the non-residential customer will receive annual notice of his interest credited to the deposit account;
- VII. About the available deposit alternatives; and

- c. An ESCO/Marketer for delivery charges when the ESCO/Marketer is acting as a Billing Agent for the Customer as described in the Uniform Business Practices for Retail Access Section 3.B.3.

2. Deposit Calculation

The deposit amount shall not exceed the cost of twice the non-residential customer's average monthly usage, except in the case of non-residential customers whose usage varies widely such as space heating or cooling non-residential customers, or certain manufacturing and industrial processors, where the deposit shall not exceed the cost of twice the average monthly usage for the peak season. The average monthly usage shall be determined as follows:

- A. Existing customer with 12 months or more of billing history
The amount of the deposit will be based on the service used during the previous 12 month period as evidenced by the billing history.

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GENERAL INFORMATION - Continued

- B. New customer of existing customer with less than 12 months of billing history

The amount of the deposit will be based on:

1. The billing history of the non-residential customer;
2. Information provided in the application by the non-residential customer about the expected load and use of service;
3. Information contained in a load study of the premises prepared by the Company; and
4. The billing history of the previous non-residential customer, provided there have been no significant changes in load.

3. Deposit Review

The billing history of non-residential customers paying deposits may be reviewed any time at the discretion of the Company but at least on the first anniversary of receipt of the deposit and every two year thereafter.

If a deposit review shows that the deposit held falls short of the amount that the Company may lawfully require by twenty-five percent (25%) or more, the Company may require the payment of a corresponding additional deposit amount from the non-residential customer.

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GENERAL INFORMATION - Continued

If the deposit review shows that the deposit held exceeds twenty-five percent (25%) of the amount that the Company may lawfully require the Company will refund the excess amount to the non-residential customer in accordance with the deposit return paragraph of this section.

In the event that a non-residential customer requests a downward revision of his deposit which further substantiated both by the non-residential customer's billing history and by a permanent documented change in load and consumption, the Company will refund the excess deposit amount in accordance with the deposit return paragraph of this section.

4. Deposit Alternatives

The Company will accept deposit alternatives which provide a level of security equivalent to cash (e.g. irrevocable bank letter of credit or surety bonds).

5. Interest on Deposits

Interest will be paid on all security deposits at the rate prescribed from time to time by the Commission. Interest will either be paid to the non-residential customer upon the return of the deposit, or where the deposit is held more than one (1) year, interest shall be credited to the non-residential customer's account annually in accordance with section 13.7 of the Regulations. Interest will be calculated until the day of credit or the date on which a refund check is issued.

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GENERAL INFORMATION - Continued

6. Deposit Return

Deposits or portions hereof and applicable interest will be returned as soon as reasonably possible in the manner described below, but no more than 30 calendar days after:

- a. The day an account is closed; or
- b. The issuance date of the first cycle bill rendered after a three (3) year period during which all bills were timely paid, provided there is no other basis for the Company to request a deposit as outlined in this section; or
- c. A deposit review indicates that deposit reduction is warranted.

A deposit or portion thereof plus the applicable interest subject to such a return:

- a. Shall be credited to the account is secured in the amount of any outstanding charges;
- b. May be credited to the account is secured in the amount of the next projected cycle bill, if applicable; and
- c. May be credited to any other account of the non-residential customer not secured by a deposit, in the amount of the arrears on that account.

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GENERAL INFORMATION - Continued

If a credit balance remains after the Company has credited the non-residential customer's account(s) in the manner described above, a refund check will be issued to the non-residential customer to eliminate such credit balance.

J. Backbilling

1. Limitation on the Rendering of a Backbill

The Company will not render a backbill more than six (6) months after the Company actually became aware of the circumstances, error or condition that caused the underbilling, unless a court extends the time to render a backbill.

The Company will not upwardly revise a backbill unless the original backbill explicitly stated that the Company reserved the right to do so, the revision is rendered within 12 months after the Company actually became aware of the circumstances, error, or condition that caused the underbilling, and:

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GENERAL INFORMATION - Continued

- A. The non-residential customer knew or reasonably should have known that the original billing or the first backbill was incorrect; or
- B. New information proves the first backbill incorrect.

The Company will render a downwardly revised backbill as soon as reasonably possible and within two months after the utility becomes aware that the first backbill was excessive.

A backbill for any underbilling will not be rendered when the reason for the underbilling is apparent from the non-residential customer's service application, or could have been revealed in a service application had the Company obtained and kept one from the non-residential customer.

2. Limitations on Backbilling Period

The backbilling period is limited to twelve (12) months before the Company actually became aware of the circumstances, error or condition that caused the underbilling (unless the Company can demonstrate that the non-residential customer know or reasonably should have known that the original billing was incorrect) in cases where the underbilling was due to a Company deficiency. Otherwise, the backbilling period is limited to twenty-four (24) months before the Company actually became aware of the circumstances, error or condition that caused the underbilling (unless the non-residential customer knew or reasonably should have known that the original billing was incorrect).

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STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated
11/21/03

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COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 3
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PSC NO: 12 GAS LEAF: 138.33
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 6
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PSC NO: 12 GAS LEAF: 138.43
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COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2
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PSC NO: 12 GAS LEAF: 138.46
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
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COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
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COMPANY: THE BROOKLYN UNION GAS COMPANY

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INITIAL EFFECTIVE DATE: 04/01/22

SUPERSEDING REVISION: 21

STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

GENERAL INFORMATION - Continued

45. A. Statement Analysis

The Company will provide free of charge to firm sales customers 24 consecutive months (or for the life of the account, if less) of the customer's most recent usage and billing information. A fee of \$15.00 will be charged per year of requested data beyond the 24-month period, except when data is necessary for billing resolutions.

B. Special Meter Reading Fee

A fee of \$20 will be charged to the party (ESCO/Marketer/Direct Customer or Customer) requesting a special meter reading. A special meter reading is a meter reading performed on a date other than the customer's regularly scheduled meter reading date. In cases where the customer has requested discontinuation of utility service, and has requested an actual meter read, the Company shall provide such a reading within 48 hours, provided that if circumstances beyond the control of the Company make an actual reading of the meter extremely difficult, the Company shall not be required to provide an actual meter reading.

46. CUSTOMER BILLING ARRANGEMENTS

When consolidation billing is available the following billing charge will apply.

Any ESCO/Marketer that has entered into a billing services agreement with the Company will receive a consolidated bill charge of per account, per month as follows:

April 1, 2022: \$1.31

Billing and payment practices will be governed by the "Billing and Payment Processing" section of the Uniform Billing Practices, as posted on the NYS Public Service Commission's website, www.dps.state.ny/ubr.htm, which section is incorporated herein by reference. These practices may be modified from time to time by Commission order.

CUSTOMER BILLING CHARGE

Any customer receiving service under Service Classification Nos. 1A, 1AR, 1B, 1BR, 1B-DG, 2-1, 2-2, 3, 4A, 4A-CNG, 7, 17, 18-22, 21 and 22 will be charged per account, per month. This charge will not apply to any customer taking service under Service Classification No. 17 and 18-22, and its ESCO participates in the Consolidated Billing Option as follows:

April 1, 2022: \$1.31

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PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/23
STAMPS: Issued in compliance with Order in Cases 14-M-0565 and 20-M-0266 dated January 19, 2023

LEAF: 138.50
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SUPERSEDING REVISION: 23

GENERAL INFORMATION – Continued

47. Site Investigation and Remediation (SIR) Recovery Surcharge

The forecast rate allowance of SIR costs will be included in base delivery rates. Beginning September 1, 2021, to the extent that the difference between actual SIR expense (inclusive of Gowanus Canal and Newtown Creek) and the forecast rate allowance exceeds \$25 million on a cumulative basis, the Company will implement a surcharge to collect or credit the difference. The surcharge will be calculated annually and is limited to an amount no greater than two percent of the Company's prior year's aggregate revenues. The SIR recovery surcharge will include (i) the difference between actual SIR expense in the prior rate year and the forecast rate allowance in the prior rate year; and (ii) any amount that was not recovered in the prior rate year's SIR Recovery Surcharge because the cumulative difference between actual SIR costs and the forecast rate allowance did not exceed the \$25 million threshold and/or the amount would have increased the Company's aggregate revenues by more than two percent. The SIR will be included in the DRA recovered from SC 1, 2, 3, 4A-CNG, 4B, 7 and 21 firm sales customers and SC 17 firm transportation customers. The SIR will appear on the Statement of Site Investigation and Remediation Recovery Surcharge.

48. Arrears Management Program ("AMP") Recovery Surcharge

Phase 1 of the Electric and Gas Bill Relief Program. Subject to the conditions in the Commission's order issued June 16, 2022, in Cases 14-M-0565 et al, customers with active accounts who are currently enrolled in the Energy Affordability Program ("EAP") or who enroll in the EAP on or before December 31, 2022, or who received benefits from New York State Emergency Rental Assistance Program or the Home Energy Assistance Program – Regular Arrears Supplement program, will receive a one-time bill credit under the Electric and Gas Bill Relief Program for any arrears balance on their bill as of and prior to a bill date of May 1, 2022.

Phase 2 of the Electric and Gas Bill Relief Program. Subject to the conditions in the Commission's order issued January 19, 2023, in Cases 14-M-0565 and 20-M-0266, ("Phase 2 Order") residential non-EAP and small-commercial customers (as defined in the Phase 2 Order) who have eligible arrears that did not receive relief under the Phase 1 program, will receive a one-time bill credit to reduce or eliminate accrued arrears as of and prior to a bill date of May 1, 2022.

The AMP Recovery Surcharge will recover costs to provide bill credits under the Phase 1 Electric and Gas Bill Relief program, including the impact of incremental program costs for bill credits associated with customers newly enrolled in the EAP through December 31, 2022. In addition, the AMP Recovery Surcharge will recover costs to provide bill credits under the Phase 2 Electric and Gas Bill Relief program.

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 COMPANY: THE BROOKLYN UNION GAS COMPANY
 INITIAL EFFECTIVE DATE: 02/01/2023
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 SUPERSEDING REVISION: 9

GENERAL INFORMATION – Continued

48. Arrears Management Program (“AMP”) Recovery Surcharge - continued

The amount to be recovered shall be allocated to applicable service classifications based on the Company’s Write-Off allocator in the Company’s most recent rate case as set forth below.

Service Class	Write-Off Allocators:
SC-1A Residential Non Heat	25.416%
SC-1B Residential Heat	61.398%
SC-2-1 Non-Residential Non Heat	2.685%
SC-2-2 Non-Residential Heat	4.514%
SC-3 Multi-Family	1.843%
SC-22 Non-Firm Demand Response	4.145%

The AMP Recovery Surcharge will be subject to an annual true-up, with any over/under collection at the end of the collection period, inclusive of carrying charges at the Company’s pre-tax WACC, to be included in the balance for future refund or recovery or in future base delivery rates as applicable. The first AMP Phase 2 annual true-up will be calculated concurrently with AMP Phase 1 annual true-up and annually thereafter.

The AMP Recovery Surcharge will be included in the Delivery Rate Adjustment (“DRA”) for customers served under SC 1, 2, 3 firm sales and SC 17-1, 17-2, 17-3 firm transportation, SC 22 and SC 18-22 Non-Firm Demand Response, excluding deliveries of EJP qualifying load. The AMP Recovery Surcharge will appear on the Statement of Arrears Management Program Recovery Surcharge filed with the Public Service Commission not less than five (5) days prior to the effective date. The Company will begin charging customers the AMP Recovery Surcharge Phase 1 on August 1, 2022 and begin charging customers the AMP Phase 2 Recovery Surcharge on February 1, 2023.

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GENERAL INFORMATION – Continued

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COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 13

INITIAL EFFECTIVE DATE: 05/25/23

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STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

GENERAL INFORMATION – Continued

50. REVENUE DECOUPLING MECHANISM

A. Commencing with the 12-month period beginning April 1, 2021 and thereafter, Service Classifications Nos. 1A, 1AR, 17-1A, 17-1AR, 1B, 1BR, 17-1B and 17-1BR, 2, 17-2 (Rate Schedule 1 and Schedule 2), 3 and 17-3 will be subject to a Revenue Decoupling Mechanism (“RDM”).

Allowed Billed Delivery Service Revenues are defined as revenues from base delivery rates including consolidated billing charges and weather normalization adjustments for the applicable rate year.

Effective April 1, 2023, the annual Revenue Per Class targets will be the following:

1. Service Classification Nos. 1A, 1AR, 17-1A and 17-1AR: \$198,887,221
2. Service Classification Nos. 1B, 1BR, 17-1B and 17-1BR: \$764,277,694

B. Service Classification Nos. 2 (Rate Schedules 1 and 2), 3, 17-2 (Rate Schedules 1 and 2), and 17-3 will be subject to an RDM to reconcile Actual Billed Delivery Service Revenues to Allowed Billed Delivery Service Revenues. Allowed Billed Delivery Service Revenues will be equal to the Revenue Per Class targets set forth below for the applicable class groupings.

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COMPANY: THE BROOKLYN UNION GAS COMPANY

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SUPERSEDING REVISION: 6

STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

GENERAL INFORMATION – Continued

Actual Billed Delivery Service Revenues are defined as revenues from base delivery rates including consolidated billing charges and weather normalization adjustments for the applicable rate year, less revenue for Non-Firm Demand Response customers that migrate to firm service after April 1, 2020. The Actual Delivery Service Revenues will be adjusted to exclude Area Development discounts, Business Incentive discounts, and EJP discounts.

Effective April 1, 2023, the annual Revenue Per Class targets will be the following:

1. Service Classification Nos. 2 and 17-2 (Rate Schedule 1): \$57,515,937
2. Service Classification Nos. 2 and 17-2 (Rate Schedule 2): \$120,693,039
3. Service Classification Nos. 3 and 17-3: \$166,436,776

C. The Company will file an annual RDM reconciliation and RDM Statement each June 15th following each 12-month period ending March 31st. The RDM reconciliation will include the total surcharge/refund amount, carrying charges at the Company's pre-tax WACC rate commencing on the effective date of the refund or surcharge and unitized surcharge/refund rates. The volumetric unit rates will be calculated by dividing the total surcharge/refund by the current sales and transportation forecast for all Service Classification Nos. as previously listed in sections A. and B. The surcharge/refund rates will be shown on the Revenue Decoupling Mechanism Statement and become effective each July 1st. All refunds or surcharges will be subject to reconciliation at the end of the 12-month period.

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COMPANY: THE BROOKLYN UNION GAS COMPANY

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GENERAL INFORMATION – Continued

51. Gas Safety and Reliability Surcharge

The Gas Safety and Reliability Surcharge (“GSRS”) would allow the Company to recover (i) incremental proactive LPP replacements costs up to 102 percent of the rate allowance unit cost; (ii) any earned leak repair Positive Revenue Adjustment (“PRA”) and (iii) incremental leak repair costs.

The surcharge will be calculated by taking the incremental costs and incentives described above divided by firm sales and transportation volumes resulting in a per therm rate. The GSRS will be reconciled annually and included in the DRA recovered from SC 1, 2, 3, 4A, 4A-CNG, 4B, 7 and 21 firm sales customers and SC 17 firm transportation customers beginning the following July 1st. The GSRS will appear on the Statement of Gas Safety and Reliability Surcharge to be filed each June 15th.

52. Non-Firm Demand Response Revenue Reconciliation Surcharge

The Company will fully reconcile actual Non-Firm Demand Response revenues as follows, which was the amount imputed in the revenue requirement:

Twelve months ending March 31, 2021: \$49,985,086

Twelve months ending March 31, 2022: \$33,862,314

Twelve months ending March 31, 2023: \$34,147,239

Twelve months ending March 31, 2024: \$34,147,239

An adjustment will be made to the revenue target above to remove forecast revenues for Non-Firm Demand Response customers that migrate to firm service. Any difference between actual and imputed revenues will be credited or surcharged to firm sales and firm transportation through the DRA for the 12-month period each July 1st.

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GENERAL INFORMATION – Continued

53. Electric Generator Revenue Reconciliation

The Company will reconcile the difference between the electric generator revenues included in revenue requirements and the actual revenues it recovers from the electric generators at the end of each 12-month period ending March 31st.

Electric generator revenues are delivery revenues received from customers taking service from SC 18 and SC 20.

The surcharge reconciles actual revenue to the forecast revenues reflected in rates. The surcharge will appear on Statement of Electric Generator Revenue.

Any difference would be credited or surcharged to firm sales and firm transportation customers through the delivery rate adjustment (“DRA”) for the 12-month period starting July 1st.

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GENERAL INFORMATION – Continued

54. New York Facilities System Surcharge/Surcredit

The New York Facilities System (“NYFS”) is a high pressure gas transmission system that spans the service territories of KEDNY, KEDLI and Consolidated Edison Company of New York, Inc. (collectively, the “NYFS Companies”) and interconnects the NYFS Companies with the systems of the interstate pipeline companies that serve the NY metropolitan region. Gas received into the NYFS from the interstate pipelines is delivered directly, and/or by displacement, to the NYFS Companies. The estimated costs related to the NYFS are recovered in base delivery rates. The Company will compare actual NYFS costs to the amounts included in base rates and any over/under recoveries will be recovered through a surcharge or surcredit including carrying charges at the Company’s pre-tax WACC.

The NYFS surcharge/surcredit is included in the DRA and recovered from SC 1 (excluding SC 1B-DG), 2, 3, 4A, 4A-CNG and 4B firm sales customers and SC 17 firm transportation customers (SC 17-1 (excluding 1B-DG), 17-2, 17-3, 17-4A, 17- 4A-CNG and 17-4B). The NYFS rate will appear on the Statement of New York Facilities System Surcharge/Surcredit to be filed on not less than one (1) day’s notice prior to the effective date.

The initial surcharge/surcredit will reconcile the NYFS costs included in base rates to the estimated NYFS costs for calendar year 2017. Starting July 1, 2021 and each July 1 thereafter, the Company will reset the surcharge/ surcredit to reconcile recoveries of the NYFS included in base rates to the actual NYFS costs for the preceding fiscal year including any remaining over/under recoveries from the previous reconciliation year.

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REVISION: 2
SUPERSEDING REVISION: 1

GENERAL INFORMATION – Continued

55. Earnings Adjustment Mechanism (“EAM”)

The Company is permitted to earned an EAM positive revenue adjustment if it achieves earnings on the Gas Peak Reduction EAM during the winter season 2020/2021 in accordance with the Commission Order issued in Case 19-G-0309.

The Company is permitted to recover earned EAM positive revenue adjustments for all other EAMs (Gas Peak Reduction, Share the Savings and Low to Moderate Income Customer Savings metrics) through gas surcharges beginning May 1, 2022 adjusted for the Company’s pre-tax WACC.

EAM incentives earned for the Share the Savings and Low to Moderate Income Customer Savings metrics, the per therm rate will be calculated by allocating the earned incentives to SC 1, 2, 3, 4A, 4A-CNG, 4B, 7 and 21 firm sales, SC 17 firm transportation and SC 18-22 and SC 22 Non-Firm Demand Response based on percentage of gas deliveries, divided by applicable therms.

EAM incentive earned for the Peak Load Reduction metric, the per therm rate will be calculated by allocating the earned incentives to SC 1, 2, 3, 4A, 4A-CNG, 4B, 7 and 21 firm sales and SC 17 firm transportation based on the peak sendout allocator, divided by applicable therms.

The EAM will appear on the Statement of Earnings Adjustment Mechanism to be filed not less than three (3) days prior to the effective date. The EAM will be reconciled annually and will be included in the DRA and will appear on the Statement of Earnings Adjustment Mechanism to be effective each May 1st.

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SUPERSEDING REVISION:

STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

GENERAL INFORMATION – Continued

55. Earnings Adjustment Mechanism (continued)

The EAM Allocators are as follows:

	Share the Savings & LMI Customer Savings	Peak Load Reduction
Service Class	% of gas deliveries: Firm & Non-Firm	% of peak sendout: Firm only
SC-1A Residential NonHeat	3.810%	2.356%
SC-1B Residential Heat	45.793%	52.565%
SC-1DG Residential DG	0.000%	0.001%
SC-2-1 Non-Residential NonHeat	7.080%	4.859%
SC-2-2 Non-Residential Heat	10.372%	17.291%
SC-3 Multi-Family	21.601%	21.332%
SC-4A High Load Factor	3.399%	1.084%
SC-4A CNG	0.271%	0.136%
SC-4B Year-Round AC	0.145%	0.119%
SC-7 Seasonal	0.001%	0.000%
SC-21 DG Sales	0.952%	0.259%
SC-22 Non-Firm Demand Response	6.575%	N/A

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COMPANY: THE BROOKLYN UNION GAS COMPANY
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LEAF: 138.55.3
REVISION: 1
SUPERSEDING REVISION: 0

GENERAL INFORMATION – Continued

56. Newtown Creek Revenue Reconciliation (“NCRR”)

Effective April 1, 2021, KEDNY will reconcile the actual revenues derived from the sales of gas and environmental attributes associated with the Newtown Creek Project to the amounts reflected in rates. If the actual revenues do not exceed the revenue reflected in rates as set forth in accordance with the Commission Order issued in Case 19-G-0309, then KEDNY will be permitted to defer for future recovery fifty percent of the difference between the amount reflected in rates and \$1.6 million. The maximum amount of such deferrals for each Rate Year is as follows:

April 1, 2021 – March 31, 2022: \$2.167 million
April 1, 2022 – March 31, 2023: \$2.165 million
April 1, 2023 – March 31, 2024: \$2.165 million

If over the three-year term of KEDNY’s rate plan, the actual revenues derived from the Newtown Creek Project exceed \$11.865 million, then any revenue in excess of that amount will be refunded to KEDNY’s customers through the Delivery Rate Adjustment (“DRA”) mechanism. Effective April 1, 2023 any annual revenues in excess of \$5.931 million will be refunded to KEDNY’s customers through the DRA, adjusted for pre-tax WACC. The NCRR will be filed by June 15th to be effective July 1, 2023 and filed each June 15th accordingly thereafter.

The NCRR will be included in the DRA and refunded to SC 1, 2, 3, 4A, 4A-CNG, 4B, 7 and 21 firm sales customers and SC 17 firm transportation customers.

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REVISION: 1
SUPERSEDING REVISION: 0

GENERAL INFORMATION – Continued

57. Demand Capacity Surcharge Mechanism (“DCSM”)

In Case 19-G-0678, the Commission approved a settlement agreement wherein the Companies agreed to identify potential solutions for addressing the gap between the Companies’ supply of natural gas and the forecast of firm demands of customers. As part of a portfolio of solutions to meet peak demand, the Companies have identified opportunities to implement certain incremental non-infrastructure solutions.

To effectuate the recovery of costs associated with any Commission approved incremental energy efficiency costs not included in base delivery rates, Demand Response program costs, Long-Term Capacity project costs, and Incremental NE:NY budget costs, the Company is permitted to implement a surcharge – the Demand Capacity Surcharge Mechanism – commencing during the 12-month period ending March 31, 2022 in accordance with the Commission Order issued in Case 19-G-0309.

The Demand Capacity Surcharge Mechanism is included in the Delivery Rate Adjustment (“DRA”) for customers served under SC 1, 2, 3, 4A, 4A-CNG, 4B, 7 and 21 firm sales, SC 17 firm transportation, SC22 and 18-22 Non-Firm Demand Response, adjusted for applicable Pre-Tax WACC. Total allocation of costs are as follows:

Demand Response: based on peak sendout (applicable to SC 1, 2, 3, 4A, 4A-CNG, 4B, 7, 17 & 21)

Incremental NE:NY Energy Efficiency: based on total deliveries (applicable to SC 1, 2, 3, 4A, 4A-CNG, 4B, 7, 17, 21, 22 & 18-22)

Long-Term Capacity Projects: based on peak sendout (applicable to SC 1, 2, 3, 4A, 4A-CNG, 4B, 7, 17 & 21)

Incremental energy efficiency costs are allocated to customers served under SC22 and 18-22. The DCSM will appear on the Statement of Demand Capacity Surcharge Mechanism when the Company is permitted to collect applicable program costs in accordance with the Commission Order issued in Case 19-G-0309.

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STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

GENERAL INFORMATION – Continued

58. Non-Labor Demand Response Operation & Maintenance Cost (“DROM”)

The Company will recover the non-labor demand response operation & maintenance costs in accordance with the Commission Order issued in Case 19-G-0309.

The DROM will be reconciled annually, adjusted for pre-tax WACC and included in the Delivery Rate Adjustment (“DRA”). The surcharge is applicable to SC 1, 2, 3, 4A, 4A-CNG, 4B, 7 and 21 firm sales customers and SC 17 firm transportation customers. The non-labor demand response operation & maintenance costs are allocated based on the gas peak sendout. The DROM will appear on the Statement of Non-Labor Demand Response Operation & Maintenance Cost to be filed each June 15th for rates effective July 1st.

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GENERAL INFORMATION – Continued

59. Net Utility Plant & Depreciation Expense Reconciliation Mechanism (“NUP”)

The Net Utility Plant & Depreciation Expense Reconciliation Mechanism is a downward-only mechanism that reconciles the actual average net utility plant and depreciation expense revenue requirement to the rate allowance target average net utility plant and depreciation expense revenue requirement for each of the rate year. The difference between the actual average net utility plant and depreciation expense revenue requirement and the rate allowance target average net utility plant and depreciation expense revenue requirement is deferred on a monthly basis. At the end of Rate Year 3, if the cumulative difference between the actual average net utility plant and depreciation expense revenue requirement is less than the rate allowance target, the revenue requirement impact is deferred for the benefit of customers.

If the Company does not file for new delivery rates to be effective on or before April 1, 2023, the Net Utility Plant and Depreciation Expense Reconciliation Mechanism will be converted to a two-way reconciliation for the “stay-out period,” i.e., the period from April 1, 2023 through March 31, 2024 (capped at the Companies’ current capital forecast levels for the twelve months ending March 2024).

The pre-tax revenue requirement associated with the Company’s capital investments to the extend they exceed the level of net utility plant and book depreciation expense reflected in rates will be recovered through the NUP Reconciliation Surcharge. The costs will be allocated to all firm and non-firm service classifications based on the total plant allocator.

The NUP Reconciliation Surcharge will be included in the Delivery Rate Adjustment (“DRA”) for customers served under SC 1, 2, 3, 4A, 4A-CNG, 4B, 7 and 21 firm sales, SC 17 firm transportation, SC 22 and SC 18-22 Non-Firm Demand Response, based on total net plant allocator, adjusted for pre-tax WACC. The NUP will appear on the Statement of Net Utility Plant & Depreciation Expense Reconciliation Mechanisms to be filed three (3) days before the effective date of September 1, 2023 and will remain in effect until August 31, 2024 (the “Collection Period”).

At the end of the Collection Period, the Company will reconcile the amount collected through the NUP Reconciliation Surcharge to the stay-out period net utility plant and depreciation expense revenue requirement (limited to the cap set in Case 19-G-0309) less any amount that causes the Company to earn a return on equity above 8.8 percent during the stay-out period. The Company will defer any over/under recoveries (with carrying charges at the applicable pre-tax WACC) for future refund to or collection from customers.

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GENERAL INFORMATION – Continued

60. Rate Adjustment Clause (“RAC”)

Pursuant to the Commission’s Order, dated August 12, 2021, in Case 19-G-0309, the Company is required to implement the recovery of \$2.5 million of the revenue requirements on an annual basis through the RAC.

The RAC will be included in the Delivery Rate Adjustment (“DRA”) for customers served under SC 1, 2, 3, 4A, 4A-CNG, 4B, 7 and 21 firm sales, SC 17 firm transportation, SC 22 and SC 18-22 Non-Firm Demand Response, adjusted for pre-tax WACC (excluding all customers receiving the EJP rate). The RAC is included on the Statement of Rate Adjustment Clause filed initially by September 1, 2021, then each subsequent March 15th.

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STAMPS: Issued in compliance with Order in Case 17-E-0238, et al., dated June 17, 2022

GENERAL INFORMATION – Continued

61. DELIVERY RATE ADJUSTMENT

Firm Service Classifications:

The Delivery Rate Adjustment (“DRA”) will apply to all customers being served under Service Classification Nos. 1A, 1AR, 1B, 1BR, 1B-DG, 2-1, 2-2, 3, 4A, 4A-CNG, 4B, 7, 17 and 21. The DRA will appear as a separate line item on the customer’s bill.

The DRA will consist of a weather normalization adjustment applicable to certain heating customers (as explained on Leaf Nos. 80 through 83), a site investigation and remediation surcharge (as explained on Leaf No. 138.50), where applicable, the Revenue Decoupling Mechanism (as explained on Leaf No. 138.52), Gas Safety and Reliability Surcharge (as explained on Leaf No. 138.54), Non-Firm Demand Response Revenues Reconciliation Surcharge (as explained on Leaf No. 138.54), Electric Generator Revenue Reconciliation (as explained on Leaf No. 138.55), where applicable, New York Facilities System Surcharge (as explained on Leaf No. 138.55.1), Earnings Adjustment Mechanism (as explained on Leaf No. 138.55.2), Newtown Creek Revenue Reconciliation (as explained on Leaf No. 138.55.3), where applicable, Demand Capacity Surcharge Mechanism (as explained on Leaf No. 138.55.4), Non Labor Demand Response Operation & Maintenance Cost (as explained on Leaf No. 138.55.5), where applicable, Net Utility Plant & Depreciation Expense Reconciliation (as explained on Leaf No. 138.55.6), Rate Adjustment Clause (as explained on Leaf No. 138.55.7), Arrears Management Program Recovery Surcharge (as explained on Leaf Nos. 138.50 and 138.50.1), and Late Payment Charge and Other Waived Fees (as explained on Leaf 93.1).

Non-Firm Service Classifications:

Additionally, the Delivery Rate Adjustment (“DRA”) will also apply to all customers being served under Service Classification Nos. 22 and 18-22. The DRA will appear as a separate line item on the customer’s bill.

The DRA will consist of the Earnings Adjustment Mechanism (as explained on Leaf No. 138.55.2), Energy Efficiency component of the Demand Capacity Surcharge Mechanism (as explained on Leaf No. 138.55.4), Net Utility Plant & Depreciation Expense Reconciliation (as explained on Leaf No. 138.55.6) and Rate Adjustment Clause (as explained on Leaf No. 138.55.7).

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SUPERSEDING REVISION: 2

STAMPS:

GENERAL INFORMATION – Continued

52. COMMUNITY CHOICE AGGREGATION (“CCA”) PROGRAM

52.1 A CCA Program allows the City of New York to aggregate the usage of eligible CCA customers (residential and small non-residential customers) within a defined jurisdiction in order to secure an alternative energy supply contract on a community-wide basis.

52.1.1 In accordance with Order issued in Case 14-M-0224, before requesting customer data from the Company for participation in a CCA Program, the City of New York or their designee (CCA Administrator or ESCO) must:

- (a) sign a data security agreement acceptable to the Company, and
- (b) have an approved implementation plan and certification of local authorization approved by the NYS PSC.

52.1.2 Upon fulfilling the requirements in Rule 52.1.1, the Company will provide the following information to the City of New York or their designee in accordance with the terms stated herein.

- (a) Aggregated customer data, including the number of customers by service class, the meter read cycle, the aggregated peak demand (therms) by month for the past 12 months by service class if applicable, and the aggregated energy (therms) by month for the past 12 months by service class. This information will be provided to the City of New York or CCA Administrator within twenty days of a request. The aggregated data in (a) will be provided without charge.

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COMPANY: THE BROOKLYN UNION GAS COMPANY

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STAMPS: Issued in Compliance with Order in Case 14-M-0224 dated October 16, 2023

GENERAL INFORMATION – Continued

52. COMMUNITY CHOICE AGGREGATION (“CCA”) PROGRAM (continued)

(b) After the City of New York has entered into a CCA contract with an ESCO, the Company shall transfer customer-specific data to the City of New York or CCA Administrator within five days of receipt of a request to support the mailing of opt-out notices. The data shall include all customers in the City of New York eligible for opt-out treatment based on the CCA and the requirements of the April 21, 2016 and January 19, 2023 Orders issued in Case 14-M-0224. The data should include:

- 1) Customer of record’s name
- 2) Mailing Address
- 3) Primary Language (if available from the Company’s billing system)
- 4) Any customer-specific alternate billing name and address
- 5) Bill cycle and period code
- 6) Tax-exempt status
- 7) Dual-meter indicator

(c) After the opt-out process has been completed, the Company shall transfer account numbers for eligible customers that did not opt-out to the ESCO providing service within five days of receipt of a list of customers that opted out. These account numbers may be transmitted via electronic mail in secured, encrypted spreadsheets, through access to a secure website, or through other secure methods of transfer. The above data described in (b) and (c) will be provided without charge.

(d) Upon request by the City of New York or CCA Administrator the Company will transfer the customer data in (b) to the requestor within five days of the request for CCA eligible customers that became customers of the Company since the last eligible customer list was provided and were not on a previous eligible for opt-out list. After the opt-out process has been completed for those customers, the Company will provide account numbers for customers that did not opt-out as set forth in (c). These eligible customer update lists will be provided without charge. The Company will distinguish between new accounts and Customers that are now opt-out eligible for other reasons.

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SUPERSEDING REVISION:

STAMPS:

GENERAL INFORMATION – Continued

52. COMMUNITY CHOICE AGGREGATION (“CCA”) PROGRAM (continued)

52.1.3 For disputes arising in relation to a CCA, the Company, CCA Administrators, and Energy Service Entities may utilize the dispute resolution process specified in the January 19, 2023, Order issued in Case No. 14-M-0224.

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GENERAL INFORMATION – Continued

63. Firm Gas Demand Response (“DR”) for Commercial, Industrial and Multi-Family Customers

1. Definitions – the following terms are defined for purposes of this Program only:

“**Aggregator**” means an entity that aggregates and represents load and is responsible for the actions of its customers with respect to the Company’s DR programs. Such an entity may also assist customers and property owners/managers with DR program participation. Aggregators may have one or more accounts enrolled in the Company’s Commercial, Industrial and Multi-Family Programs during a given season. Aggregators will only aggregate accounts within the same Network and Program Option.

“**Aggregation**” refers to either a sub-aggregation, or two or more customers and the summation of their respective loads, represented by a Third Party Aggregator or Direct Participant acting as an Aggregator, within a given Network and Program Option, if there are no sub-aggregations for that aggregator within that Network and Program Option.

“**Agreement**” means the Customer’s or Aggregator’s application accepted by the Company, including all related exhibits, schedules, supplements, or attachments thereto. In the event of conflict between the Application (or any related exhibits, schedules, supplements, or attachments thereto), the Tariff, the Tariff shall govern.

“**Baseline**” is a calculated metric that accounts for the fact that not all DR Events or Test Events will occur under Design Day conditions and is an estimate of the natural gas quantity an account would have consumed otherwise on an event day in the absence of a DR Event (the counterfactual).

“**Customer**” means the firm, commercial, industrial, or multi-family customer maintaining an account for natural gas service with the Company, in the Company’s service territory (excluding Staten Island) and that satisfies the Program requirements, as determined by the Company.

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GENERAL INFORMATION – Continued

63. Firm Gas Demand Response (“DR”) for Commercial, Industrial and Multi-Family Customers - Continued

“**Customer Data**” means all data and information collected by the Company from Customer in respect of the Program, including, but not limited to (a) data and information collected by Metering Equipment, and (b) other data and information collected for the purposes of determining (i) the amount of payments (if any) to be remitted to Customer in accordance with the Agreement, and (ii) Customer’s compliance with Program requirements and the Agreement.

“**Demand Response Event**” or “DR Event” means a period of time during the Demand Response Season for which the Company, upon not less than twenty (20) hours’ notice to Customer (i.e. by 10AM the morning prior to a DR Event expected to be called in the 6AM-10AM window the following calendar day), shall indicate that Customer must curtail Customer’s consumption of natural gas in accordance with the Agreement. Customers must curtail Customer’s consumption of natural gas in accordance with the Program and specific Program Option chosen.

“**Demand Response Season**” or “DR Season”, also known as Winter Capability Period, means the period during which Customer is participating in the Program, beginning on November 1 and ending on March 31, inclusive.

“**Design Day**” is a 24-hour period of peak demand which is used as a basis for planning gas capacity requirements. National Grid models the Downstate NY gas supply and distribution requirements based upon a Design Day average temperature of 0° Fahrenheit in Central Park (i.e., 65 Heating Degree Days).

“**Design Hour**” is the peak hour of a Design Day.

“**Direct Load Control (DLC)**” The presence of a communications device which allows the Company to remotely switch Customers’ gas load to an alternate fuel, or any other set-up that gives the Company remote control of gas equipment.

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GENERAL INFORMATION – Continued

63. Firm Gas Demand Response (“DR”) for Commercial, Industrial and Multi-Family Customers - Continued

“Exempt Resource” is a backup energy source that uses the following alternative options to generate thermal energy: Electricity-based technologies (including heat pumps), biodiesel/biofuel blends that contain twenty percent or more biodiesel by volume, solid biomass fuels (including pelletized wood except in NYC, municipal solid waste), alcohols (ethanol or methanol), hydrogen, renewable natural gas or any resource or combination of resources listed as a Renewable Energy System under the New York State Climate Leadership and Community Protection Act.

“Event Performance” means the comparison of an account’s actual consumption during the event window against its calculated baseline for the aggregate usage over the entire event window.

“Incentive Payment” means a payment paid to the Customer for its qualifying participation, as determined by the Company. It is defined as the sum of potential Reservation Payment and Performance Payments.

“Load Shedding Demand Response Program” is a program for large firm Commercial, Industrial and Multi-Family customers capable of reducing peak day gas loads for a period of up to 8 hours on event days. Customers must have the ability to reduce gas consumption by shutting off non-heating gas equipment or switching to a backup, non-gas heating fuel source.

“Load Shifting Demand Response Program” is a program for firm Commercial, Industrial and Multi-Family customers who shift gas loads out of a 4-hour peak period window on event days. Load Shifting Demand Response Program customers are restricted from using a fossil fuel backup heating fuel source to reduce load during demand response events.

“Metering Equipment” means the Company-owned meters and any other related equipment or items that are owned by the Company and installed at the applicable Customer Site for the monitoring of natural gas flow and usage or controlling gas equipment.

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GENERAL INFORMATION – Continued

63. Firm Gas Demand Response (“DR”) for Commercial, Industrial and Multi-Family Customers - Continued

“Network” A network is a gas distribution network or load area designated by the Company. Furthermore, the boundaries may be distinct among the Gas DR programs.

“Performance Factor (PF)” Percent value assigned to each account based on a 3-event rolling average of Event Performance. The Performance Factor will be applied to Customer’s monthly incentive payment at the close of each month. All new Customers and Third-Party Aggregators will start the season with an assumed 100% PF; however, the Event Performance during the first event or test event will retroactively apply to any prior months when no events occurred. PF will carry over from prior winter for returning Customers.

“Performance Payment” is a type of incentive payment equal to the applicable Performance Rate multiplied by the verified daily quantity of natural gas curtailed by a Customer during a Demand Response Event.

“Performance Rate” is the eligible incentive payment per dekatherm of natural gas curtailed during a Demand Response Event. It can vary by the program option a customer is enrolled in.

“Program” means the Natural Gas Firm Demand Response Program offered by the Company to eligible Customers.

“Program Month” means each calendar month during the Demand Response Season.

“Program Option” refers to the commitment type that a customer who wishes to enroll in the Company’s Demand Response Program must choose. Each Program may have one or multiple Program Options. These options vary in aspects such as hours, curtailment methods, etc.

“Reservation Payment” Payment equal to the enrolled event dekatherm reduction multiplied by the Reservation Rate and adjusted by the then applicable Performance Factor for each month of the winter season.

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GENERAL INFORMATION – Continued

63. Firm Gas Demand Response (“DR”) for Commercial, Industrial and Multi-Family Customers - Continued

“Reservation Rate” is the incentive payment per dekatherm of natural gas a Customer has agreed to curtail should a Demand Response Event be called. It can vary by the program and program option a customer is enrolled in.

“Site” means Customer’s facility in the Company’s service territory to which firm natural gas service is provided by the Company.

“Sub-Aggregation” is a declared subset of two or more customers and the summation of their respective loads, represented by a Third-Party Aggregator or Direct Participant acting as an Aggregator, within a given Network and Program Option.

“Test Event” means a test demand response event called by the Company for the purpose of assessing Customer’s ability to participate in the Program. Customers will receive incentive payments for usage curtailed during a Test Event, and compliance during a Test Event will count towards the Performance Factor.

2. Customer Eligibility

Customers are eligible to enroll in any of the Company’s Demand Response programs for Commercial, Industrial and Multi-Family accounts if they satisfy the following criteria.

- a. Customers may only enroll Firm service natural gas accounts located in the Company’s service territory.
- b. Customer accounts located in Staten Island are ineligible for either the Load Shedding or Load Shifting Gas DR programs.
- c. Non-Firm rate classifications may not participate in the program.
- d. Customers may enroll in the Company's Commercial, Industrial and Multi-Family Programs directly with the Company (as a Direct Participant) or through a Third-Party Aggregator.

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GENERAL INFORMATION – Continued

63. Firm Gas Demand Response (“DR”) for Commercial, Industrial and Multi-Family Customers – Continued

- a. Starting with the 2021-2022 Program Year, accounts that are new to the Company’s Gas DR programs must enroll a minimum of 1 dekatherm (dth) at the specific site level. Customer enrolled accounts must consume at least 4,000 dths per year or have peak consumption greater than 1 dth per hour at the specific site level. Customers who previously have been enrolled in the Company’s Commercial, Industrial and Multi-Family Gas Demand Response Programs in a season are exempt from this restriction.
- b. Enrolled customers must have hourly interval gas metering equipment installed and functioning during the DR Season (Nov 1 – Mar 31). The Company will install hourly interval gas metering equipment for eligible customers. Customers who do not have hourly interval gas metering equipment installed and functioning on enrolled sites as of the first day of the DR Season may not participate in the program, unless this delay is due to actions (or inaction) on part of the Company.
- c. Customers without an existing DLC connection, and not enrolled through an Aggregator, and who wish to participate in the DLC options must have peak consumption greater than 3 dths per hour at the specific site enrolled into a DLC option. Additionally, all customers enrolled in DLC options must have DLC enabled by the start of the DR Season. If this is not the case, the customer is not eligible to receive DLC rates until the month after the DLC connection has been completed. The exception is if the cause of the delay is due to any action (or inaction) on the Company’s part.
- d. Specific to the Load Shedding Demand Response program options, customers must have the ability to reduce gas consumption by shutting off non-heating gas equipment or switching to a backup, non-gas heating fuel source. Customers who can only shift gas loads to a different time period within the same day are encouraged to participate in the Load Shifting Demand Response program.

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GENERAL INFORMATION – Continued

63. Firm Gas Demand Response (“DR”) for Commercial, Industrial and Multi-Family Customers – Continued

- a. Specific to the Load Shifting Demand Response program, customers are restricted from using a fossil fuel backup heating source to reduce load during demand response events. Participating customers will be asked to attest that they will not use such resources during Demand Response Events. A customer may, however, use Exempt resources. A list of Exempt resources shall be provided by the Company to participating customers. A Customer who does not comply with this rule may be barred from participating in the Program for the remainder of the DR Season and, potentially, future DR Seasons. Customers who must rely on a non-exempt fossil fuel alternative are strongly encouraged to participate in the Load Shedding Demand Response program

j. Enrollment Deadlines and Application

The deadlines for enrollment in the Company’s Load Shedding DR programs are as follows:

Program	Enrollment Deadline*	Season Start
Load Shedding DR	September 30	November 1

The deadlines for enrollment in the Company’s Load Shifting DR programs are as follows:

Program	Enrollment Deadline*	Season Start
Load Shifting DR	September 30	November 1

* The Company may extend the enrollment deadline of September 30 by providing at least five (5) business days’ prior notice. In no event shall the Company extend the enrollment deadline beyond the Season Start date.

Customer applications can be submitted via email to GasDR@nationalgrid.com, or directly to a customer’s account representative. A customer will be considered enrolled in the program only upon receipt of confirmation from the Company. The Company will confirm or deny a customer’s request to enroll in a DR program within 5 business days of receipt of a complete application.

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GENERAL INFORMATION – Continued

63. Firm Gas Demand Response (“DR”) for Commercial, Industrial and Multi-Family Customers – Continued

Following the submission of an application, customers may be contacted for additional information or to arrange the installation of hourly metering and, if applicable, DLC equipment.

3. Aggregators

Customers may participate in either the Load Shedding DR program or Load Shifting DR program options directly with National Grid (as a Direct Participant) or through a Third-Party Aggregator. A direct participant may self-aggregate multiple individual accounts if the organization is not acting as a third-party aggregator.

A Third-Party Aggregator is an entity that aggregates accounts and represents load and is responsible for the actions of its customers with respect to the Company’s DR programs. Such an entity may also assist customers and property owners/managers with DR program participation. Third-Party Aggregators may have one or more accounts enrolled in the Company’s Commercial, Industrial, and Multi-Family Programs during a given season. Third parties applying on behalf of one or more customers must provide Letters of Authorization granting access to submit an application and/or receive program incentives on the customer’s behalf. Third-Party Aggregators may also be required to provide additional documentation to receive customer data from the Company. Third-Party Aggregators must provide customer contact information to the Company, if requested. Third-Party Aggregators may also be required to have sales agreements with the customers they enroll in a Demand Response Program. Third-Party Aggregators may also be required to reconfirm participation with customers annually to avoid enrolling a customer who has switched to a different aggregator.

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GENERAL INFORMATION – Continued

63. Firm Gas Demand Response (“DR”) for Commercial, Industrial and Multi-Family Customers – Continued

Only customer sites that are enrolled in the same Network and Program Option will be considered for aggregation (i.e. the performance of a site in Load Shedding Non-DLC option cannot be evaluated against the performance of a site enrolled in Load Shedding DLC option). National Grid, by default, shall aggregate accounts enrolled within the same Network and Program Option into an Aggregation unless otherwise notified by the applicant. Unless otherwise specified, for each Third-Party Aggregator or Direct Participant acting as an Aggregator, only one such Aggregation may exist for the same Network and Program Option. Moreover, accounts enrolled within the Network and Program Option must either all belong to an Aggregation, or each be enrolled individually. Changes in aggregation status may only be made prior to the start of a given DR season.

Each customer site that an Aggregator has enrolled into a DR program as a part of an aggregation will have their performance measured at an individual level. This data will then be used to evaluate the performance for the total portfolio of sites, based on the aggregation status of the given account.

Unless they request payments at an individual site level, entities who operate as aggregators will receive one payment at the aggregation level, whether they have elected for an Aggregation or chose to enroll each account individually. If a Direct Participant self-aggregates, then the performance factors and payments will be handled as they are for Third-Party Aggregators.

4. Program Options

a. Load Shedding DR Program Options

Customers wishing to participate in the Load Shedding DR program must select one of the below program options.

Load Shedding DR Program Options

Program Option	DLC	Hours
Non-DLC	No	6AM-10AM <u>and/or</u> 4PM-8PM
DLC	Yes	6AM-10AM <u>and/or</u> 4PM-8PM

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GENERAL INFORMATION – Continued

63. Firm Gas Demand Response (“DR”) for Commercial, Industrial and Multi-Family Customers – Continued

Depending on the weather conditions, customers may be called to participate in a single event window, or during both the morning and evening periods of a given calendar day, as determined by the Company. Customers must be able to curtail consumption during two consecutive event windows if the Company determines it is needed. The table below outlines potential event dispatch options.

Load Shedding DR: Potential Dispatches

Dispatch Windows	Dispatch Hours
Both windows	6AM-10AM and 4PM-8PM (same calendar day but different gas days)
Single window	6AM-10AM only of event day
Single window	4PM-8PM only of event day
Both windows	4PM-8PM of calendar day and 6AM-10AM of consequent calendar day (different calendar day but same gas day)

b. Load Shifting DR Program Options

The Load Shifting DR program will offer incentives to customers who are able to shift their gas use from the peak hour period below.

Load Shifting DR Program Options

Program Option	DLC	Hours
Option 1	No	6AM-10AM

5. Event Windows

The event windows for the firm service commercial, industrial and multi-family demand response program are 6AM-10AM and from 4PM-8PM.

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GENERAL INFORMATION – Continued**63. Firm Gas Demand Response (“DR”) for Commercial, Industrial and Multi-Family Customers – Continued****6. Direct Load Control Customers**

Specific to customers who have enrolled in a DLC program option, eligibility for potential incentive payments could be impacted by delays in customer readiness that would prevent a site from participating in a DR Event via DLC equipment. Any customer who elects the DLC option but does not have DLC enabled by the start of the season in one or more sites will not receive DLC rates for those specific sites until the month after the DLC connections are completed

A delay in customer readiness for Direct Load Control installation is defined as the presence of circumstances that would prevent the Company from installing equipment and performing necessary work at a customer’s site(s) to enable the Company to remotely control dual-fuel capable boilers and meet remote switching requirements. Such circumstances would include, but are not limited to, the following:

- A customer or customer’s contractor’s failure to set up customer equipment by the date the Company’s request between program enrollment and the start of the DR season
- A customer not providing the Company with power requirement for Direct Load Control equipment
- A customer not providing the Company with telecom equipment for Direct Load Control equipment
- Other items and conditions that a customer, customer’s contractor and the Company had agreed upon between enrollment and the start of the DR season, but were not completed in time to enable the Company to proceed with installation of Direct Load Control equipment

If a customer chooses a DLC option but cannot meet DLC option requirements due to a delay caused by the customer or their contractor, the customer can choose to be considered a non-DLC DR participant for that event. In such an instance, the incentive will be calculated as for the corresponding non-DLC account for that event.

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GENERAL INFORMATION – Continued

63. Firm Gas Demand Response (“DR”) for Commercial, Industrial and Multi-Family Customers – Continued

If an account had chosen to participate in Load Shedding DLC option (6AM-10AM AND/OR 4PM-8PM Event Window with DLC), but had a delay in customer readiness, the incentive payments would be based on the corresponding Load Shedding Non-DLC option rates (6AM-10AM AND/OR 4PM-8PM Event Window without DLC).

The above also applies to Aggregators. A customer who also is an Aggregator and has chosen a DLC option must have DLC enabled at all customer sites that are part of the same aggregation to be considered a DLC DR participant for a DR event.

The exception to the above is if the cause of the delay is due to any action (or lack of) on the Company’s part. Customers that do not meet the above criteria but are awaiting on work to be completed by National Grid are expected to perform through an event. Such customers will be eligible for program incentives based on the original selected option.

7. Customer Metering

Enrolled customer sites must have interval gas metering equipment installed and functioning during the DR Season (Nov 1 – Mar 31) that enables the Company to record hourly usage data. Any customer new to the program will also be required to permit and coordinate with the Companies’ or its Agents to the install an M2M device, at the Company’s expense. New and returning customers may be required to perform, at the customers’ expense, additional work related to meter power and communications to prepare their site for the installation of the devices. Customers who were enrolled in the program in a prior season will be able to use previously installed M2M equipment.

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GENERAL INFORMATION – Continued

63. Firm Gas Demand Response (“DR”) for Commercial, Industrial and Multi-Family Customers – Continued

Customer sites that, as of the first day of the DR season, do not have installed and functioning hourly interval gas metering equipment that enable the Company to record and transmit customer usage data on an hourly basis for enrolled sites may be disqualified from participation in the program, unless this is due to any action (or lack of) on part of the Company. The following circumstances are examples of actions that are not attributed to an action (or inaction) on part of the Company:

- A customer or customer’s contractor’s failure to set up customer equipment by the date of requested by the Company between program enrollment and the start of the DR season
- A customer not providing the Company with the power requirement for interval metering installation
- A customer not providing the Company with telecom equipment for interval metering installation
- Other items and conditions that a customer, customer’s contractor and the Company had agreed upon between enrollment and the start of the DR season, but were not completed in due time to enable the Company to proceed with installation of interval metering equipment

Except for the above instances, a customer site will be considered eligible for participation in the program. If the interval gas meter is pending installation as of the first day of the DR season and it is due to a delay attributable to the Company, a customer is considered eligible for participation and expected to perform through an event. Such customers will be eligible for incentive payments. The Company may send a field technician to the site during an event to ensure that a Customer is performing and curtailing load as per their program guidelines. If a site is found not to be performing, then reductions to their Performance Factor may occur.

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GENERAL INFORMATION – Continued**63. Firm Gas Demand Response (“DR”) for Commercial, Industrial and Multi-Family Customers – Continued****8. Events****a. Threshold Temperatures**

The Threshold Temperature is defined as the temperature forecast at a designated weather station at or below which a Demand Response Event is eligible to be called. It can vary by DR Program.

Demand Response Event: Threshold Temperatures by Program

Program	Threshold Temperature
Load Shedding Program	10 degree Fahrenheit
Load Shifting Program	10 degree Fahrenheit

The designated weather stations are shown in the table.

Demand Response Event: Designated Weather Stations

Company	Weather Station
KEDNY	LaGuardia Airport
KEDLI	Republic Airport

b. Demand Response Events

For a given day, the Threshold Temperature is evaluated against the forecast of the Low (or Minimum) Temperature for each hour of the gas day, at designated weather stations. If the forecast of low temperature for any hour of the gas day is at or below the Threshold Temperature, the Company is eligible to call a Demand Response Event for customers enrolled in programs that meet such criteria. The Company can call a DR event for customers located in both the KEDNY and KEDLI territories when it meets such requirement at either one or both of the designated weather stations.

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GENERAL INFORMATION – Continued

63. Firm Gas Demand Response (“DR”) for Commercial, Industrial and Multi-Family Customers – Continued

c. Emergency Events

The Company may also call Events for any Commercial, Industrial and Multi-Family DR program or option in the event of an unexpected loss of upstream or distribution delivery capacity, extreme weather, or any emergency condition threatening the integrity of the Company’s gas systems. Such events are exempt from the Event Threshold Temperature criteria. Emergency Events may be called during any hours and shall not exceed the length of the maximum DR Event window duration for the Program and Program Option in which a customer is enrolled. An Emergency event that does not meet the Event Notification criteria shall not count towards a Customer’s Performance Factor unless Emergency Event Performance would result in an increase to a Customer’s Performance Factor and subsequent annual incentive. Customers will have the ability to earn Performance Payments during Emergency Events at the applicable Emergency Event Performance Rate.

d. Test Events

The Company reserves the right to conduct up to two (2) Test Events per DR season at its discretion. Test events will be operated, paid, and counted as Program events with the exception that such events are exempt from the DR Event Threshold temperature criteria. The Company will conduct a Planned Test Event for all participants early in the DR season where customers will be required to enact their fuel switching, curtailment, or load shifting strategies for a 3-hour period from 6AM-9AM. This Planned Test Event will occur early in the DR season, most likely in November. Performance during this Planned Test Event will count towards customer Performance Factors, and customers will have the ability to earn Performance Payments.

The Company may also conduct an additional Mid-Winter Test Event by February 14th if no actual events have occurred or are forecast to occur. This Mid-Winter Test Event will require customers to reduce gas load for a 3-hour period from 6AM-9AM. The Mid-Winter Test Event also will count towards a customer’s Performance Factor and customers will have the ability to earn Performance Rate incentives for any Net Daily dths reduced during the Mid-Winter Test Event.

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GENERAL INFORMATION – Continued

63. Firm Gas Demand Response (“DR”) for Commercial, Industrial and Multi-Family Customers – Continued

e. Event Notification

The Company shall provide customers at least 20 hours’ advance notice of a DR Event or Test Event. For Emergency Events, the Companies shall make all attempts to provide customers at least 20 hours’ advance notice; however, this may not always be the case. Emergency Events may be called fewer than 20 hours prior to the start of the event.

The Company will send Event notices using the customer’s preferred method of communication (email or SMS). Customers will be asked to provide contact information for at least one (1) contact at each site being enrolled. Aggregators will be responsible for communicating the Company’s Event notices to their respective customers; Direct Participants will receive Event notices directly from National Grid.

9. Enrollment Volumes

Each year the Company assigns Design Day (“Design Day dths”) and Design Hour (“Peak Hour dths”) consumption values at the account-level, for large commercial, industrial and multi-family customer accounts. These values are estimates, based on regression statistics calculated from historical monthly meter readings to predict customer and system-wide gas demand on a day when the temperature is 0 Degrees Fahrenheit. Where available, the Company also will utilize interval usage data for returning Demand Response customers, who have hourly interval metering installed, to refine Design Day consumption estimates.

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GENERAL INFORMATION – Continued

63. Firm Gas Demand Response (“DR”) for Commercial, Industrial and Multi-Family Customers – Continued

The Company utilizes the above estimate of Design Day and Design Hour consumption to arrive at a customer’s maximum potential reduction during an Event, under Design Day conditions, for the specific DR Program Option a customer seeks to enroll in. Participating customers will be required to provide, subject to the Company’s review and acceptance, a commitment for the dekatherm reduction achievable for the specific DR Program option they seek to enroll in. This is the Enrollment Volume. No customer may commit to a value that exceeds that customer’s maximum potential reduction during the event window.

10. Incentive Rates

The applicable Incentive Rates shall be posted on the Demand Response Incentive Statement filed with the Public Service Commission not less than 60 days before their effective date.

11. Payment Calculations

Customers will be eligible for incentives earned each season based on the calculations shown below. Unless otherwise agreed to with the Company, all incentives earned for the Load Shedding or Load Shifting Program options will be paid within 90 days of the close of the DR season. Examples of payment calculations can be found in the Gas Firm Service Commercial, Industrial, Multifamily Load-Shedding and Load-Shifting Demand Response Program Overview and Guidelines document shared on the Company’s website at <https://www.nationalgridus.com/NY-Business/Energy-Saving-Programs/Demand-Response>

a. Reservation Payment

An enrolled customer or Aggregator will receive a Reservation Payment equal to the committed event dekatherm reduction multiplied by the applicable Reservation Rate in the Demand Response Incentive Statement and adjusted by the then applicable Performance Factor (“PF”) for each month of the winter season. Customers will not be eligible for a Reservation Payment in any month where an enrolled account’s or aggregation’s calculated Performance Factor is less than 25%.

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GENERAL INFORMATION – Continued

63. Firm Gas Demand Response (“DR”) for Commercial, Industrial and Multi-Family Customers – Continued

b. Performance Payment

In addition to the Reservation Payment, an enrolled customer or Aggregator may receive a Performance Payment, equal to the applicable Performance Rate of the verified daily quantity of natural gas curtailed by a customer during an Event.

Bonus Incentive

A customer participating in the Load Shedding or Load Shifting program may be eligible to earn a bonus incentive on the condition that the customer utilizes its incentives for an energy efficiency project. Full eligibility requirements for the Bonus Incentive are available in the Gas Firm Service Commercial, Industrial, Multifamily Load-Shedding and Load-Shifting Demand Response Program Overview and Guidelines document.

c. Event Performance

To account for the fact that not all DR Events or Test Events will occur under Design Day conditions, National Grid will utilize a rolling baseline calculation to estimate the gas energy usage an account would have consumed otherwise on an event day in the absence of a DR program (the counterfactual or baseline). This resulting baseline value will be compared with actual event consumption to determine an account’s Event Performance. This baseline method calculates the usage during the customer’s event window for the last 10 ‘like’ days (or 6 ‘like’ days for holiday and weekend events), then takes an average of the 5 days (or 4 days for holiday and weekend events) with the highest consumption. In cases where an 8-hour event crosses two day types (i.e. Friday PM into Saturday AM), the Company will use the applicable baseline calculation for each 4-hour period in the applicable day. The performance during these event windows will then be combined to determine overall Event Performance.

The resulting value is the Unadjusted Baseline, which can be further adjusted for weather-dependent accounts to account for differences in temperature conditions between the event day and baseline days (the ‘Weather Adjusted Baseline’). For non-holiday weekday events, the baseline for each account will be calculated as follows:

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GENERAL INFORMATION – Continued

For non-holiday weekday events, the baseline for each account will be calculated as follows:

- i) Take the total event window consumption in each of the last 10 non-holiday and non-event weekdays (a 'like' day).
- ii) Of those days, average the event window consumption for the 5 where the account has the highest event window consumption.
- iii) The resulting average is the account's Unadjusted Baseline.
- iv) If, as determined by National Grid, the account is non-temperature dependent, the Unadjusted Baseline is used to measure performance relative to actual consumption during the event.

63. Firm Gas Demand Response ("DR") for Commercial, Industrial and Multi-Family Customers – Continued

- v) If the account, as determined by National Grid, is temperature dependent, apply the Weather Adjustment to the Unadjusted Baseline.
- vi) To apply the Weather Adjustment, take the average of the average daily temperature (in HDD) of the 5 days used in the calculation of the Unadjusted Baseline. This value will be the Average Baseline HDD.
- vii) Subtract the Average Baseline HDD from the Event Day HDD. Multiply the resulting difference by 1.2% and add 1. The result is the Weather Adjustment Factor. If the result is greater than 1.35, the Weather Adjustment Factor will be 1.35. If the result is less than 0.85, the Weather Adjustment Factor will be 0.85.
- viii) Multiply the Unadjusted Baseline by the Weather Adjustment Factor to arrive at the resulting Weather Adjusted Baseline.

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GENERAL INFORMATION – Continued

63. Firm Gas Demand Response (“DR”) for Commercial, Industrial and Multi-Family Customers – Continued

For holiday or weekend events, the baseline for each account will be calculated as follows:

- i) Take the total event window consumption in each of the last 6 weekend or holiday days, excluding those where a DR Event occurred (a ‘like’ day).
- ii) Of those days, average the event window consumption for the 4 days where the account has the highest event window consumption.
- iii) The resulting average is the account’s Unadjusted Baseline.
- iv) If, as determined by National Grid, the account is non-temperature dependent, the Unadjusted Baseline is used to measure performance relative to actual consumption during the event.
- v) If the account, as determined by National Grid, is temperature dependent, apply the Weather Adjustment to the Unadjusted Baseline.
- vi) To apply the Weather Adjustment, take the average of the average daily temperature (in HDD) of the 4 days used in the calculation of the Unadjusted Baseline. This value will be the Average Baseline HDD.
- vii) Subtract the Average Baseline HDD from the Event Day HDD. Multiply the resulting difference by 1.2% and add 1. If the result is greater than 1.35, the Weather Adjustment Factor will be 1.35. If the result is less than 0.85, the Weather Adjustment Factor will be 0.85.
- viii) Multiply the Unadjusted Baseline by the Weather Adjustment Factor to arrive at the resulting Weather Adjusted Baseline.

To calculate Event Performance, an account’s actual consumption during the event window will be compared against the calculated baseline for the aggregate usage over the entire event window. Since the maximum value an account may enroll is based on expected consumption during a Design Day, accounts may have an enrollment value greater than the calculated baseline for a given event or test event, even when they completely eliminate load during a DR Event. To ensure these accounts are not improperly judged for performance, an account’s metered load during an event will be compared to the lesser of the enrollment quantity or the calculated baseline.

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GENERAL INFORMATION – Continued

63. Firm Gas Demand Response (“DR”) for Commercial, Industrial and Multi-Family Customers – Continued

At the Company’s sole discretion, customers may be permitted to provide alternate performance verification during events in lieu of the above baseline calculations.

The Company will also apply this same baseline methodology to the 3 hours immediately prior to (‘Pre-Heating Period’) and following (‘Snapback Period’) a DR Event or Test Event. Any customers participating in the Load Shedding DR program options found to have shifted load to a different part of the day will have their Event Performance reduced by that amount, impacting their Performance Factor. However, a customer may offset fully or partially the sum of usage increases in the Pre-Heating and/or Snapback periods by the sum of positive load curtailments during other hours in those same periods, but only to the maximum of the sum of Pre-Heating and Snapback usage increase. Any additional overperformance in the Pre-Heating and/or Snapback periods will not be credited towards Event Performance.

Additionally, the Company will drop from the Event Window, Pre-Heating, or Snapback period baseline calculations any prior days where the Event Window, Pre-Heating or Snapback consumption was zero.

In the case of customers participating in the Load Shifting DR program options, Pre-Heating and/or Snapback usage increases will not be deducted from Event Performance. In both cases the Company will calculate the Net Daily Reduction (Event Reduction minus Pre-Heating or Snapback increases) for all customers. This Net Daily Reduction will be used in the calculation of the Performance Payment.

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GENERAL INFORMATION – Continued

63. Firm Gas Demand Response (“DR”) for Commercial, Industrial and Multi-Family Customers – Continued

a. Performance Factor

The Performance Factor is a percentage value assigned to each Customer account or aggregation based on a 3-event or test event rolling average of Event Performance. For a new account or aggregation that has not participated in 3 or more historical events commencing enrollment, the Performance Factor will be calculated based on the average Event Performance for all historical events where the account was eligible to participate. The Performance Factor will be applied to and adjust a Customer’s monthly Reservation Payment at the close of each month.

For returning customer accounts or Aggregations, the starting Performance Factor will be equal to the calculated Performance Factor as of the close of the prior season. Each subsequent event during the season will adjust the Performance Factor used in monthly Reservation Payment settlements.

New customer accounts or Aggregations will begin the season with an assumed Performance Factor of 100%, but the Event Performance during the first event or test event will retroactively apply to any months where no events occurred.

Accounts that elect to leave an Aggregator and enroll directly with National Grid shall have their Performance Factor set to their most recent individual Performance Factor. The parent Aggregation or Sub-Aggregation shall retain its Performance Factor.

The same is true for each account in an existing Aggregation or Sub-Aggregation that elects to be disaggregated the following season. In such a case, the account shall have their Performance Factor set to their most recent individual Performance Factor.

In cases of an account that elects to move to another existing Aggregation or Sub-Aggregation, this shall have no impact to the parent Aggregation or Sub-Aggregation’s Performance Factor, or the new Aggregation or Sub-Aggregation’s Performance Factor.

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GENERAL INFORMATION – Continued

64. Firm Gas Demand Response (“DR”) for Residential and Small/Medium Business Customers

RESIDENTIAL & SMALL/MEDIUM BUSINESS REMOTE LOAD CONTROL PROGRAM

Purpose: The Residential and Small-to-Medium Business Remote Load Control Program will allow the Company’s to remotely control the customer’s Control Device to reduce the customer’s gas usage during an Event. Customers participating in this Program must have load controllable equipment that consumes natural gas and install a Control Device that can remotely control such equipment.

1. Eligible Customers must be served under either of Service Classification Nos. 1, 2, 3, Service Classification Nos..17-1, 17-2, and 17-3.
2. Eligible Control Devices need to be connected to a load controllable equipment that uses natural gas to participate in the Program.
3. Definitions - the following terms are defined for purposes of this Program only:

“Capability Period” is the period from November 1 through March 31 of any Program year, during which the Company can remotely control the participating customer’s equipment.

“Network” A network is a gas distribution network or load area designated by National Grid. Furthermore, the boundaries may be distinct among the Gas DR programs.

“Control Device” is a device installed on a customer’s premise that allows the Company’s to remotely connect to such device when an Event is called and control an equipment that uses natural gas. For purposes of this Program, Control Device means one or more devices as may be required to control the equipment. Each Control Device contains a feature that allows the customer to override the Company’s control of the customer’s equipment. The Control Device must be provided, installed and connected to the Internet by the Customer or its Service Provider, and the Control Device must be able to communicate with National Grid’s control system. A list of the Company’s approved devices will be published on the Company’s website.

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GENERAL INFORMATION – Continued

64. Firm Gas Demand Response (“DR”) for Residential and Small/Medium Business Customers - Continued

An “Event” may be declared by the Company under the following parameters:

- a. Events may be called during the months of November through March, inclusive.
- b. Events may be called when the forecasted low temperature at either LaGuardia or Republic airports is 10 degrees or lower.
- c. Events may last up to 4-hours, occurring either from 6AM – 10AM or 4PM – 8PM.
- d. In the case the Company has established a Network for this Program, Events may be called only for specific networks.
- e. A customer may override the controls at any point prior to or during an Event, however doing so may impact the customer’s ability to continue to receive annual incentives.
- f. Outside of Emergency Events, National Grid will not call more than 1 event for any single device during the same calendar day.
- g. The Company reserve the right to call Emergency Events in the instance of an unexpected loss of upstream or distribution delivery capacity, extreme weather or any emergency condition threatening the integrity of the Company’s’ gas system.
- h. The Company will conduct one Mid-Winter Test Event per season if no actual Events have yet occurred.

“Service Provider” means a provider registered with, and approved by, the Company to develop, maintain, and operate a communications portal that enables Internet-connected Control Devices to participate under this Program.

1. Eligible customers may enroll in the program through an eligible Control Device manufacturer or directly through National Grid through the following webpage:
<https://www.nationalgridus.com/NY-Home/Energy-Saving-Programs/ConnectedSolutions>

There are no deadlines for customer enrollment, and customers will remain in the program unless they request to unenroll or are removed by National Grid for failure to adhere to program rules.

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GENERAL INFORMATION – Continued

64. Firm Gas Demand Response (“DR”) for Residential and Small/Medium Business Customers - Continued

2. Customers who enroll a Control Device in the Program through a Control Device manufacturer or directly through National Grid, or through a Service Provider, with their own Control Device or a Control Device provided by the Service Provider or manufacturer, will receive a one-time sign up payment after the Control Device is installed and after the Company and/or Service Provider has confirmed the Company’s ability to communicate with the Control Device. The one- time sign up payment will be made by a gift card. The incentive rate varies by device class and is published on the Company’s website. Within a given device class, the incentive is same across all manufacturers. Starting with the second Capability Period in which the customer participates, the customer will be eligible for an annual incentive payment, payable by gift card at the Company’s discretion, after each Capability Period in which the Company can verify that the customer allowed the Company to control the Control Device for no less than 70 percent of the aggregate number of event hours declared by the Company during the Capability Period. The Company reserve the right to cancel a customer’s participation in the program if they participate in fewer than 15% of event hours during a season. Customer will be deemed to not have participated in an event hour if they override the Control Device signal, disconnect their device or have the Control Device offline for that hour. Event hour performance will be calculated to a fractional value based on the number of minutes a customer was participating.

3. Incentive Payments - The Residential & Small/Medium Business Remote Load Control Program Incentive Payments shall be posted on the Demand Response Incentive Statement filed with the Public Service Commission not less than 60 days before their effective date.

4. Restrictions – This Program is not available to customers who reside in Staten Island.

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STAMPS: Issued in compliance with Order in Case 22-M-0159 dated July 14, 2022

GENERAL INFORMATION – Continued

65. Compensation to Customers Experiencing Widespread Prolonged Outages

Definitions Applicable Under this General Rule Only

“Proof of Loss” is defined as verifiable proof of perishable food and/or prescription medication spoilage a customer may be required to provide in addition to proof of the use of a gas-powered refrigerator or freezer and an itemized list, including price of the list items, of the perishable food and/or prescription medication for which the Customer claims reimbursement. To verify spoilage, the Customer must provide a depiction (photographic evidence) of food and/or prescription medication spoilage. To determine the Reimbursement amount of an impacted Customer’s food and/or prescription medication spoilage, the Customer must provide at least one of the following Proof of Loss consisting of itemized receipts, itemized cash register receipts, itemized credit card receipts, photographs of replacement goods that also indicate the price of the item, or other verifiable documentation of the market value of the item. In appropriate circumstances, an interview with the claimant to ascertain the above information may satisfy the need to provide proof of loss.

“Reimbursement” is defined as monetary compensation for food and/or prescription medication.

“Small Business Customer”, specific to this Rule, means a gas customer who receives service under SC 2 using less than or equal to 750 dekatherms per year, or, for customers with less than one year of actual meter readings, is a firm gas customer that has an average actual monthly usage that when multiplied by 12 does not exceed 750 dekatherms.

“Eligible Residential Customer”, specific to this Rule, means a customer who receives service under the SC 1.

“Gas Widespread Prolonged Outage” means a gas outage event impacting at least 1,500 customers at the same time and having one or more customers who remain without service for 72 hours or more, unless the Utility is denied access to inspect and relight those services prior to the 72-hour mark.

Notwithstanding any other provision of law, in the event that an Eligible Residential Customer, or a Small Business Customer, experience a Gas Widespread Prolonged Outage, the Company shall:

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 138.91

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 0

INITIAL EFFECTIVE DATE: 07/25/22

SUPERSEDING REVISION:

STAMPS: Issued in compliance with Order in Case 22-M-0159 dated July 14, 2022

GENERAL INFORMATION – Continued

65. Compensation to Customers Experiencing Widespread Prolonged Outages (continued)

a. Provide a credit of \$25 on the balance of such Eligible Residential Customer's gas account for each subsequent full 24-hour period of service outage that occurs for such customer after the initial 72 consecutive hours of such Gas Widespread Prolonged Outage. For any bill credits that exceed the customer's bill, any remaining credit will be carried over into future billing cycles until depleted. No credits will be provided in circumstances where the restoration of service is delayed prior to the 72 hours of the Gas Widespread Prolonged Outage due to the failure to provide the Company access to inspect piping and appurtenances and relight appliances or for safety purposes due to inadequate customer-owned equipment such as compromised piping or where no appliances can be relit. Additionally, no credits will be provided in circumstances where customers have gas service but may be unable to use gas appliances due to an electric outage. The customer is required to provide the Company access to the building or location supplied with gas pursuant to Rule 11 to permit service to be restored in a timely manner and may be billed a \$100 penalty charge for each such offense when access is denied preventing the Company from restoring gas service.

b. Provide Reimbursement to Eligible Residential Customers of any food spoiled due to lack of natural gas-powered refrigeration resulting from a Gas Widespread Prolonged Outage. Eligible Residential Customers shall provide the Company proof of use of a gas-powered refrigerator or freezer and an itemized list of all food spoiled, including price of the items listed, and/or Proof of Loss of food spoiled within 14 days following the first 72 hours of a Gas Widespread Prolonged Outage. The Company shall reimburse such customer within 30 days of the required information, provided, however, that if the Company has applied for a waiver pursuant to Public Service Law Section 73(3), the Company shall reimburse the customer within a time period to be determined by the Commission after the Commission renders a decision on the waiver request. The amount of the Reimbursement shall not exceed a total of \$235 dollars for customers who provide an itemized list, including the price of the items listed. The amount of the Reimbursement for customers who provide Proof of Loss shall not exceed \$540.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 138.92

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 0

INITIAL EFFECTIVE DATE: 07/25/22

SUPERSEDING REVISION:

STAMPS: Issued in compliance with Order in Case 22-M-0159 dated July 14, 2022

GENERAL INFORMATION – Continued

65. Compensation to Customers Experiencing Widespread Prolonged Outages (continued)

c. Provide Reimbursement to Eligible Residential Customers of prescription medication spoiled due to lack of natural gas-powered refrigeration. Eligible Residential Customers shall provide the Company proof of the use of a gas-powered refrigeration or freezer and an itemized list, including price of the items listed, and Proof of Loss of prescription medication spoiled due to lack of natural gas-powered refrigeration within 14 days following the first 72 hours of a Gas Widespread Prolonged Outage. The Company shall reimburse such customer within 30 days of the receipt of the required information, provided, however, that if the Company has applied for a waiver pursuant to Public Service Law Section 73(3), the Company shall reimburse the customer within a time period to be determined by the Commission after the Commission renders a decision on the waiver request. The amount of the Reimbursement shall total no more than the actual cost of the perishable prescription medicine spoiled due to lack of natural gas-powered refrigeration.

d. Provide Reimbursement to Small Business Customers for any food spoiled due to lack of natural gas-powered refrigeration. Small Business Customers shall provide the Company with proof of the use of a natural gas-powered refrigerator or freezer and an itemized list, including price of the items listed, and Proof of Loss for all food spoiled within 14 days following the first 72 hours of a Gas Widespread Prolonged Outage. The Company shall reimburse the Small Business Customer within 30 days of the receipt of the required information, provided, however, that if the Company has applied for a waiver pursuant to Public Service Law Section 73(3), the Company shall reimburse the Small Business Customer within a time period to be determined by the Commission after the Commission renders a decision on the waiver request. The amount of reimbursement shall not exceed \$540 dollars.

All collection-related activities including terminations of service for non-payment and assessment of late payment charges, with the exception of issuance of service termination notices and assessment of security deposits, will be suspended for at least 14 days for customers that experienced a Gas Widespread Prolonged Outage.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

..DID: 5849

..TXT: PSC NO: 12 GAS

LEAF: 139

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 12/03/98

SUPERSEDING REVISION: 1

STAMPS:

RECEIVED: 11/02/98 STATUS: Effective EFFECTIVE: 12/03/98

SERVICE CLASSIFICATION No. 1A

RESIDENTIAL NON-HEATING SERVICE

Applicable to Use of Service for:

The use of gas for domestic purposes other than space heating by a single residential consumer residing in a one-family or a two-family dwelling and in separately metered apartments of a multiple dwelling; also in two-family houses for use in appliances supplying water heating, where such service are rendered in common to both families; also water heating in rooming houses and multi-family buildings having not more than five individual dwelling units, wherein not more than 50% of the cubical content is occupied by non-residential activities and such services are rendered in common to all families. Also for use of gas for purposes other than space heating by any corporation or association organized and conducted in good faith for religious purposes, where such gas is utilized exclusively in connection with such religious purposes. Applicable also for use to any building or premises owned or leased by a not-for-profit veterans' organization. Applicable also to use for purposes other than space heating exclusively in connection with a community residence as defined in Subdivisions 28, 28a or 28b of Section 1.03 of the Mental Hygiene Law, provided that such facility is operated by a not-for-profit corporation and if supervisory staff is on premises on a 24 hour per day basis, that the residence provides living accommodations for 14 or fewer residents. See Special Provisions.

Character of Service:

Natural gas of not less than 975 Btu, dry basis, per cubic foot at a pressure of not less than four inches of water column gauge, as measured at the consumer's end of the service line.

Continuous.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 04/01/23
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

LEAF: 140
REVISION: 28
SUPERSEDING REVISION: 27

SERVICE CLASSIFICATION No. 1A - Continued

Rate – Monthly billing:

First	3 therms or less	\$16.25
Next	47 therms	\$ 2.2581 per therm
All over	50 therms	\$ 1.0568 per therm

Monthly Cost of Gas:

In addition to the above charges, customers will pay the Monthly Cost of Gas and Adjustments as set forth on the Statement of Monthly Cost of Gas and Adjustments.

Minimum Charge:

\$16.25 per monthly billing period, plus the applicable gas adjustment and Revenue Tax Surcharge.

Revenue Tax Surcharge:

The rates and charges under this service classification, payable in the municipality where service is supplied, will be increased by a percentage equal in amount to the aggregate percentage rate of taxes imposed on the Company's revenues, pursuant to the provisions contained on General Information Leaf No. 90.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

..DID: 5655
..TXT: PSC NO: 12 GAS LEAF: 141
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

SERVICE CLASSIFICATION No. 1A - Continued

Heating Value Adjustment:

Volumes of gas registered at the customer's meter, in Ccf, will be converted to therms, as explained on General Information Leaf No. 38.

Terms of Payment:

Net cash. See Special Provisions below.

Term:

Terminable by consumer on two days' written notice to the Company, and by the Company in the manner provided by law and the rules and regulations set forth in the Company's Rate Schedule on file with the Public Service Commission.

Special Provision:

Gas service will be supplied under this Service Classification for non-heating domestic purposes in multi-family buildings having two or more individual dwelling units, wherein not more than 50% of the cubical content is occupied by non-residential activities and such service is rendered in common to several dwelling units through a master meter. Customers taking gas service under this Special Provision will be subject to the rates and charges and all terms and conditions applicable to Service Classification No. 1A.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

SERVICE CLASSIFICATION No. 1A - Continued

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

..DID: 5848

..TXT: PSC NO: 12 GAS

LEAF: 143

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 12/03/98

SUPERSEDING REVISION: 1

STAMPS:

RECEIVED: 11/02/98 STATUS: Effective EFFECTIVE: 12/03/98

SERVICE CLASSIFICATION No. 1B

RESIDENTIAL HEATING SERVICE

Applicable to Use of Service for:

Subject to the Special Provision listed below, Service Classification No. 1B is available to customers using gas service to supply the principal residential space heating requirements of any of the following premises:

1. One-family and two-family dwellings; or
2. Separately metered units of a multiple dwelling; or
3. Multiple dwellings in which:
 - a. there are not more than five (5) individual dwelling units; and
 - b. not more than fifty percent (50%) of the cubical content is occupied by non-residential activities; and
 - c. the units receiving such gas service are on a master meter; or
4. Any building or premises owned or occupied by a corporation or association organized and conducted in good faith for religious purposes where such gas is utilized exclusively in connection with such religious purposes; or
5. Any building or premises owned or leased by a not-for-profit veterans' organization.
6. Any community residence as defined in Subdivisions 28, 28a or 28b of Section 1.03 of the New York State Mental Hygiene Law provided that:
 - a. such facility is operated by a not-for-profit corporation; and
 - b. if supervisory staff is on site on a 24 hour per day basis, that the residence provides living accommodations for 14 or fewer residents.

Character of Service:

Natural gas of not less than 975 Btu, dry basis, per cubic foot at a pressure of not less than four inches of water column gauge, as measured at the consumer's end of the service line.

Continuous.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

PSC NO: 12 GAS LEAF: 144
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 28
INITIAL EFFECTIVE DATE: 04/01/23 SUPERSEDING REVISION: 27
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

SERVICE CLASSIFICATION No. 1B - Continued

Rate – Monthly billing:

First	3 therms or less	\$21.55
Next	47 therms	\$ 1.2772 per therm
All over	50 therms	\$ 0.4769 per therm

Monthly Cost of Gas:

In addition to the above charges, customers will pay the Monthly Cost of Gas and Adjustments as set forth on the Statement of Monthly Cost of Gas and Adjustments.

Minimum Charge:

\$21.55 per monthly billing period, plus the applicable gas adjustment and Revenue Tax Surcharge.

Revenue Tax Surcharge:

The rates and charges under this service classification, payable in the municipality where service is supplied, will be increased by a percentage equal in amount to the aggregate percentage rate of taxes imposed on the Company's revenues, pursuant to the provisions contained on General Information Leaf No. 90.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

..DID: 5649
..TXT: PSC NO: 12 GAS LEAF: 145
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

SERVICE CLASSIFICATION No. 1B - Continued

Heating Value Adjustment:

Volumes of gas registered at the customer's meter, in Ccf, will be converted to therms, as explained on General Information Leaf No. 38.

Terms of Payment:

Net cash. See Special Provision below.

Term:

Terminable by consumer on two days' written notice to the Company, and by the Company in the manner provided by law and the rules and regulations set forth in the Company's Rate Schedule on file with the Public Service Commission.

Special Provision:

- (a) A consumer has the option, with the consent of the Company, of paying for service taken under this classification for a limited period in equal monthly amounts based on the application of the rate to the estimated usage during the period. At the end of this period, or at the discontinuance of service if prior thereto, the consumer shall pay or be given credit for the difference between the amount paid and the charges for the actual usages under this rate. This payment or refund shall be made under such arrangements as may be agreed upon by the consumer and the Company and in accordance with Part 11, Subchapter B, Chapter I of 16NYCRR.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 146

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

SERVICE CLASSIFICATION No. 1B - Continued

Charge for Late Payment:

Pursuant to the provisions contained on General Information Leaf No. 41.

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

PSC NO: 12 GAS

LEAF: 147

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 8

INITIAL EFFECTIVE DATE: 09/01/21

SUPERSEDING REVISION: 6

STAMPS: Issued in Compliance with Order in Cases 14-M-0565 and 20-M-0266 dated August 12, 2021

SERVICE CLASSIFICATION No. 1AR**RESIDENTIAL NON-HEATING ENERGY AFFORDABILITY PROGRAM SERVICE**
Applicable to Use of Service for:

Applicants for this rate must be the customer of record and provide proof of current enrollment at the time of application in one of the following programs: Temporary Assistance for Needy Families (Family Assistance), Safety Net Assistance – Public Assistance Supplemental Security Income (SSI), Medicaid, SNAP (Food Stamps), Low Income Home Energy Assistance Program (LIHEAP), Veteran's Disability Pension, Veteran's Surviving Spouse Pension, Child Health Plus or the Federal Lifeline Program or any public assistance programs that would qualify under the Federal Lifeline Program. The use of gas must be for domestic purposes other than space heating by a single residential consumer residing in a one-family or a two-family dwelling and in separately metered apartments of a multiple dwelling; also in two-family houses for use in appliances supplying water heating, where such service are rendered in common to both families; also water heating in rooming houses and multi-family buildings having not more than five individual dwelling units, wherein not more than 50% of the cubical content is occupied by non-residential activities and such services are rendered in common to all families.

The Energy Affordability Program consists of tiered discounts based on the level of need, with the level of need demonstrated by receipt of a Home Energy Assistance Program ("HEAP") grant and receipt of any HEAP "add-on" benefits, or receipt of DSS Direct Voucher/Guarantee. The tiers are described below:

Regular and/or Emergency HEAP Payment,	
Non-Utility HEAP, Self-Identified or File Match	Tier 1
Regular HEAP Payment plus 1 add-on	Tier 2
Regular HEAP Payment plus 2 add-ons	Tier 3
DSS Direct Voucher/Guarantee	Tier 4

Customers will be enrolled into the program when the Company receives a HEAP benefit; when the customer is identified through OTDA's non-utility file matching mechanism; or when a customer self identifies and provides documentation of a HEAP payment paid to another vendor or utility and not matched through OTDA's file matching. Once enrolled, customers with no arrears will be automatically enrolled in the Company's Monthly Budget Plan as set forth in Rule 15.7.6. Customers will be allowed to "opt out" of the Monthly Budget Plan.

The amount of each tier's credit can be found on the Statement of Energy Affordability Credit. With the exception of the September 1, 2021 update, the Company will file on an annual basis, the Statement of Energy Affordability Credit on November 1st to become effective December 1st. In addition, any time the Company makes the first tariff compliance filing for a new rate plan, the Company will include an updated Statement of Energy Affordability Credit.

Issued by: Rudolph L. Wynter, President, Brooklyn, New York

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 04/01/23
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

LEAF: 148
REVISION: 25
SUPERSEDING REVISION: 24

SERVICE CLASSIFICATION No. 1AR - Continued

Character of Service:

Natural gas of not less than 975 Btu, dry basis, per cubic foot at a pressure of not less than four inches of water column gauge, as measured at the consumer's end of the service line.

Continuous.

Rate – Monthly billing:

First	3 therms or less	\$16.25
Next	47 therms	\$ 2.2581 per therm
All over	50 therms	\$ 1.0568 per therm

Monthly Cost of Gas:

In addition to the above charges, customers will pay the Monthly Cost of Gas and Adjustments as set forth on the Statement of Monthly Cost of Gas and Adjustments.

Minimum Charge:

\$16.25 per monthly billing period, plus the applicable gas adjustment and Revenue Tax Surcharge.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

..DID: 5643
..TXT: PSC NO: 12 GAS LEAF: 149
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

SERVICE CLASSIFICATION No. 1AR - Continued

Revenue Tax Surcharge:

The rates and charges under this service classification, payable in the municipality where service is supplied, will be increased by a percentage equal in amount to the aggregate percentage rate of taxes imposed on the Company's revenues, pursuant to the provisions contained on General Information Leaf No. 90.

Heating Value Adjustment:

Volumes of gas registered at the customer's meter, in Ccf, will be converted to therms, as explained on General Information Leaf No. 38.

Terms of Payment:

Net cash. See Special Provisions below.

Term:

Terminable by consumer on two days' written notice to the Company, and by the Company in the manner provided by law and the rules and regulations set forth in the Company's Rate Schedule on file with the Public Service Commission.

Special Provision:

Gas service will be supplied under this Service Classification for non-heating domestic purposes in multi-family buildings having two or more individual dwelling units, wherein not more than 50% of the cubical content is occupied by non-residential activities and such service is rendered in common to several dwelling units through a master meter. Customers taking gas service under this Special Provision will be subject to the rates and charges and all terms and conditions applicable to Service Classification No. 1A.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

SERVICE CLASSIFICATION No. 1AR - Continued

Charge for Late Payment:

Pursuant to the provisions contained on General Information Leaf No. 41.

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

PSC NO: 12 GAS

LEAF: 151

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 7

INITIAL EFFECTIVE DATE: 09/01/21

SUPERSEDING REVISION: 5

STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

Service Classification No. 1BI is cancelled.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 09/01/21
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

LEAF: 152
REVISION: 25
SUPERSEDING REVISION: 23

Service Classification No. 1BI is cancelled.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 09/01/21
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

LEAF: 153
REVISION: 22
SUPERSEDING REVISION: 20

Service Classification No. 1BI is cancelled.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 154

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 8

INITIAL EFFECTIVE DATE: 09/01/21

SUPERSEDING REVISION: 6

STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

Service Classification No. 1BI is cancelled.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS LEAF: 155
 COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 8
 INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 6
 STAMPS: Issued in Compliance with Order in Cases 14-M-0565 and 20-M-0266 dated August 12, 2021

SERVICE CLASSIFICATION No. 1BR

RESIDENTIAL HEATING ENERGY AFFORDABILITY PROGRAM SERVICE

Applicable to Use of Service for:

Applicants for this rate must be the customer of record and provide proof of current enrollment at the time of application in one of the following programs: Temporary Assistance for Needy Families (Family Assistance), Safety Net Assistance – Public Assistance Supplemental Security Income (SSI), Medicaid, SNAP (Food Stamps), Low Income Home Energy Assistance Program (LIHEAP), Veteran's Disability Pension, Veteran's Surviving Spouse Pension or Child Health Plus, the Federal Lifeline Program or any public assistance programs that would qualify under the Federal Lifeline Program. Proof of the customer's current enrollment in these programs may also be provided directly to the Company by the New York City Human Rights Administration ("HRA") via an automated file matching process. Subject to the Special Provision listed below, Service Classification No. 1BR is available to customers using gas service to supply the principal residential space heating requirements of any of the following premises:

1. One-family and two-family dwellings; or
2. Separately metered units of a multiple dwelling.

The Energy Affordability Program consists of tiered discounts based on the level of need, with the level of need demonstrated by receipt of a "HEAP" grant and receipt of any "HEAP" "add-on" benefits. The tiers are described below:

Regular and/or Emergency HEAP Payment,	
Non-Utility HEAP, Self-Identified or File Match	Tier 1
Regular HEAP Payment plus 1 add-on	Tier 2
Regular HEAP Payment plus 2 add-ons	Tier 3
DSS Direct Voucher/Guarantee	Tier 4

Customers will be enrolled into the program when the Company receives a HEAP benefit; when the customer is identified through HRA's non-utility file matching mechanism; when HRA notifies the Company that the customer is a recipient of Direct Voucher/Guarantee; or when a customer self identifies and provides the above-referenced proof of enrollment or documentation of a HEAP benefit paid to another vendor or utility and not matched through HRA's file matching. Once enrolled, customers with no arrears will be automatically enrolled in the Company's Monthly Budget Plan as set forth in Rule 19.B. Customers will be allowed to "opt out" of the Monthly Budget Plan.

The amount of each tier's credit can be found on the Statement of Energy Affordability Credit. With the exception of the September 1, 2021 update, the Company will file on an annual basis updates to the Statement of Energy Affordability Credit on November 1st to become effective on December 1st. In addition, any time the Company makes the first tariff compliance filing for a new rate plan, the Company will include an updated Statement of Energy Affordability Credit.

Issued by: Rudolph L. Wynter, President, Brooklyn, New York

PSC NO: 12 GAS LEAF: 156
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 24
INITIAL EFFECTIVE DATE: 04/01/23 SUPERSEDING REVISION: 23
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

SERVICE CLASSIFICATION No. 1BR - Continued

Character of Service:

Natural gas of not less than 975 Btu, dry basis, per cubic foot at a pressure of not less than four inches of water column gauge, as measured at the consumer's end of the service line.

Continuous.

Rate – Monthly billing:

First	3 therms or less	\$21.55
Next	47 therms	\$ 1.2772 per therm
All over	50 therms	\$ 0.4769 per therm

Monthly Cost of Gas:

In addition to the above charges, customers will pay the Monthly Cost of Gas and Adjustments as set forth on the Statement of Monthly Cost of Gas and Adjustments.

Minimum Charge:

\$21.55 per monthly billing period, plus the applicable gas adjustment and Revenue Tax Surcharge.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

..DID: 5632
..TXT: PSC NO: 12 GAS LEAF: 157
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

SERVICE CLASSIFICATION No. 1BR - Continued

Revenue Tax Surcharge:

The rates and charges under this service classification, payable in the municipality where service is supplied, will be increased by a percentage equal in amount to the aggregate percentage rate of taxes imposed on the Company's revenues, pursuant to the provisions contained on General Information Leaf No. 90.

Heating Value Adjustment:

Volumes of gas registered at the customer's meter, in Ccf, will be converted to therms, as explained on General Information Leaf No. 38.

Terms of Payment:

Net cash. See Special Provision below.

Term:

Terminable by consumer on two days' written notice to the Company, and by the Company in the manner provided by law and the rules and regulations set forth in the Company's Rate Schedule on file with the Public Service Commission.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 158

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

SERVICE CLASSIFICATION No. 1BR - Continued

Special Provision:

- (a) A consumer has the option, with the consent of the Company, of paying for service taken under this classification for a limited period in equal monthly amounts based on the application of the rate to the estimated usage during the period. At the end of this period, or at the discontinuance of service if prior thereto, the consumer shall pay or be given credit for the difference between the amount paid and the charges for the actual usages under this rate. This payment or refund shall be made under such arrangements as may be agreed upon by the consumer and the Company and in accordance with Part 11, Subchapter B, Chapter I of 16NYCRR.

Charge for Late Payment:

Pursuant to the provisions contained on General Information Leaf No. 41.

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

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 04/01/23
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

LEAF: 158.1
REVISION: 11
SUPERSEDING REVISION: 10

SERVICE CLASSIFICATION No. 1B-DG

RESIDENTIAL DISTRIBUTED GENERATION SERVICE

Applicable to Use of Service for:

Subject to any Special Provisions listed herein, Service Classification No. 1B-DG is available to customers who would otherwise qualify under Service Classification No. 1B and have distributed generation equipment.

Character of Service:

Natural gas of not less than 975 Btu, dry basis, per cubic foot at a pressure of not less than four inches of water column gauge, as measured at the customer's end of the service line.

Continuous.

Rate – Monthly Billing:

First	3 therms or less	\$32.93
	All over 3 therms	\$ 0.2069 per therm

Monthly Cost of Gas:

In addition to the above charges, customers will pay the Monthly Cost of Gas and Adjustments as set forth on the Statement of Monthly Cost of Gas and Adjustments.

Minimum Charge:

\$32.93 per monthly billing period, plus the applicable gas adjustment and Revenue Tax Surcharge.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 08/01/15
STAMPS:

LEAF: 158.2
REVISION: 3
SUPERSEDING REVISION: 2

SERVICE CLASSIFICATION No. 1B-DG - Continued

Revenue Tax Surcharge:

The rates and charges under this service classification, payable in the municipality where service is supplied, will be increased by a percentage equal in amount to the aggregate percentage rate of taxes imposed on the Company's revenues, pursuant to the provisions contained on General Information Leaf No. 90.

Heating Value Adjustment:

Volumes of gas registered at the customer's meter, in Ccf, will be converted to therms, as explained on General Information Leaf No. 38.

Terms of Payment:

Net cash. See Special Provision below.

Term:

Terminable by customer on two days' written notice to the Company, and by the Company in the manner provided by law and the rules and regulations set forth in the Company's Rate Schedule on file with the Public Service Commission.

Special Provision:

- (a) For purposes of this Service Classification, distributed generation means the on-site sequential production of electricity and/or mechanical energy and useful form of thermal energy from natural gas. The electricity generated by customer is used to supply: i) all or part of the electrical requirements of that customer and/or ii) supplied to the local electric utility via net metering.

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

PSC NO: 12 GAS

LEAF: 158.3

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

SERVICE CLASSIFICATION No. 1B-DG – Continued

- (b) A customer has the option, with the consent of the Company, of paying for service taken under this service classification for a limited period in equal monthly amounts based on the application of the rate to the estimated usage during the period. At the end of this period, or at the discontinuance of service if prior thereto, the customer shall pay or be given credit for the difference between the amount paid and the charges for the actual usages under this rate. This payment or refund shall be made under such arrangements as may be agreed upon by the customer and the company and in accordance with Part 11, Subchapter B, Chapter I of 16NYCRR.
- (c) The customer agrees to permit access by the company's employees or representatives, at all reasonable times, to the Customer's premises for the purpose of determining that the operation of installed distributed generation equipment is in compliance with all terms and conditions for service required under this service classification.
- (d) In no event shall the Company be obligated to incur any additional costs for additional facilities necessary to provide transportation service hereunder. In the event the customer's existing facilities are not adequate, the customer will be responsible for any needed system reinforcement costs.

Charge for Late Payment:

Pursuant to the provisions contained on General Information Leaf No. 41.

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

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 04/01/23
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

LEAF: 159
REVISION: 27
SUPERSEDING REVISION: 26

SERVICE CLASSIFICATION No. 2

GENERAL SERVICE (NON-RESIDENTIAL)

Applicable to Use of Service for:

Any use of gas by any Customer of gas service for non-residential purposes. Subject to the Special Provisions hereof. Non-heating customers will be subject to the rates set forth under Rate Schedule 1; heating customers will be subject to the rates set forth under Rate Schedule 2. For the purposes of this Service Classification, customers whose annual load factor is 50% or less as determined by the Company will be deemed heating customers; all others will be deemed non-heating. Effective with billing cycles after March 1, 2008, customers whose January usage is at least two times greater than its July usage will be deemed heating customers; all others will be deemed non-heating. To the extent an application uses gas service, gas must be used as the sole source, except as required by governmental regulations. Any customer that is mandated by governmental regulations to have an alternate fuel on site will be exempt from the sole source requirement.

Character of Service:

Natural gas of not less than 975 Btu, dry basis, per cubic foot at a pressure of not less than four inches of water column gauge, as measured at the Customer's end of the service line.

Continuous.

Rate Schedule 1 – Monthly Billing (Non-Heating):

First	3 therms or less	\$37.55
Next	87 therms	\$ 0.6679 per therm
Next	2,910 therms	\$ 0.4651 per therm
All over	3,000 therms	\$ 0.3185 per therm

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 04/01/23
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

LEAF: 160
REVISION: 28
SUPERSEDING REVISION: 27

SERVICE CLASSIFICATION No. 2 - Continued

Rate Schedule 2 – Monthly Billing (Heating):

First	3 therms or less	\$37.55
Next	87 therms	\$ 0.7383 per therm
Next	2,910 therms	\$ 0.6582 per therm
All over	3,000 therms	\$ 0.4583 per therm

Monthly Cost of Gas:

In addition to the above charges, customers under Rate Schedules 1 and 2 will pay the Monthly Cost of Gas and Adjustments as set forth on the Statement of Monthly Cost of Gas and Adjustments.

Minimum Charge:

Rate Schedule 1

\$37.55 per monthly billing period, plus the applicable gas adjustment and Revenue Tax Surcharge.

Rate Schedule 2

\$37.55 per monthly billing period, plus the applicable gas adjustment and Revenue Tax Surcharge.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

..DID: 5627
..TXT: PSC NO: 12 GAS LEAF: 161
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

SERVICE CLASSIFICATION No. 2 - Continued

Revenue Tax Surcharge:

The rates and charges under this service classification, payable in the municipality where service is supplied, will be increased by a percentage equal in amount to the aggregate percentage rate of taxes imposed on the Company's revenues, pursuant to the provisions contained on General Information Leaf No. 90.

Heating Value Adjustment:

Volumes of gas registered at the customer's meter, in Ccf, will be converted to therms, as explained on General Information Leaf No. 38.

Terms of Payment:

Net cash.

Term:

Terminable by consumer on two days' written notice to the Company, and by the Company in the manner provided by law and the rules and regulations set forth in the Company's Rate Schedule on file with the Public Service Commission.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 162

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 7

INITIAL EFFECTIVE DATE: 09/01/21

SUPERSEDING REVISION: 6

STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

SERVICE CLASSIFICATION No. 2 - Continued

Special Provisions:

- (a) Gas at pressures up to one pound, where reasonably available, will be furnished provided the Customer shall pay the cost of connection between the Company's transmission system and his premises. See Rule 18 in the General Information section of this tariff.
- (b) New gas service will be supplied under this Service Classification upon determination by the Company that the total rated hourly Btu input to supply the gas-fired equipment installed for such use does not exceed 2,500,000 Btu per hour. Process and feedstock requirements are exempt from the conditions for gas service set forth in this Special Provision (b).
- (c) Exemption from the limitation provision set forth in Special Provision (b) hereof will be granted by the Company provided that a contribution payment necessary for required service laterals and/or system reinforcement is submitted prior to the commencement of gas service by the applicant for such gas service. If a customer switching to this service classification from a non-firm service classification, this contribution can be an upfront contribution or a monthly surcharge as explained on Leaf No. 431.1.
- (d) The following Riders may be applied to this Service Classification: A, B.
- (e) If a customer taking service under Service Classification No. 22 switches voluntarily to service under Service Classification No. 2, that Customer will be precluded from returning to SC 22 for twelve months from the effective date of the switch.

Charge for Late Payment:

Pursuant to the provisions contained in General Information Leaf No. 41.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 04/01/23
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

LEAF: 163
REVISION: 25
SUPERSEDING REVISION: 24

SERVICE CLASSIFICATION No. 3

**HEATING AND/OR WATER HEATING SERVICE
(MULTI-FAMILY BUILDINGS)**

Applicable to Use of Service for:

The use of gas for space heating and/or water heating in multi-family buildings having six or more individual flats or apartments, wherein not more than 50% of the cubical content is occupied by non-residential activities and such service is rendered in common to all families. Subject to the Special Provisions hereof. To the extent an application uses gas service, gas must be used as the sole source, except as required by governmental regulations. Any customer that is mandated by governmental regulations to have an alternate fuel on site will be exempt from the sole source requirement.

Character of Service:

Natural gas of not less than 975 Btu, dry basis, per cubic foot at a pressure of not less than four inches of water column gauge, as measured at the Customer's end of the service line.

Continuous.

Rate:

First	3 therms or less per month	\$39.51
Next	997 therms	\$ 0.4839 per therm
All over 1,000	therms per month	\$ 0.3786 per therm

Monthly Cost of Gas:

In addition to the above charges, customers will pay the Monthly Cost of Gas and Adjustments as set forth on the Statement of Monthly Cost of Gas and Adjustments.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 01/01/12
STAMPS: Issued in compliance with Order in Case 06-G-1185 dated December 21, 2007

LEAF: 164
REVISION: 13
SUPERSEDING REVISION: 12

SERVICE CLASSIFICATION No. 3 - Continued

Minimum Charge:

\$39.51 per monthly billing period, plus the applicable gas adjustment and Revenue Tax Surcharge.

Revenue Tax Surcharge:

The rates and charges under this service classification, payable in the municipality where service is supplied, will be increased by a percentage equal in amount to the aggregate percentage rate of taxes imposed on the Company's revenues, pursuant to the provisions contained on General Information Leaf No. 90.

Heating Value Adjustment:

Volumes of gas registered at the customer's meter, in Ccf, will be converted to therms, as explained on General Information Leaf No. 38.

Terms of Payment:

Net cash. See Special Provisions below.

Term:

Terminable by consumer on two days' written notice to the Company, and by the Company in the manner provided by law and the rules and regulations set forth in the Company's Rate Schedule on file with the Public Service Commission.

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

PSC NO: 12 GAS

LEAF: 165

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 5

INITIAL EFFECTIVE DATE: 09/01/21

SUPERSEDING REVISION: 4

STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

SERVICE CLASSIFICATION No. 3 - Continued

Special Provisions:

- (a) A Customer has the option, with the consent of the Company, of paying for service taken under this classification for a limited period in equal monthly amounts based on the application of the rate to the estimated usage during the period. At the end of this period, or at the discontinuance of service if prior thereto, the Customer shall pay or be given credit for the difference between the amount paid and the charges for the actual usages under this rate. This payment or refund shall be made under such arrangements as may be agreed upon by the Customer and the Company and in accordance with Part 11, Subchapter B, Chapter I of 16NYCRR.
- (b) New gas service will be supplied under this Service Classification upon determination by the Company that the total rated hourly Btu input to supply the gas-fired equipment installed for such use does not exceed 2,500,000 Btu per hour.
- (c) Exemption from the limitation provision set forth in Special Provision (b) hereof will be granted by the Company provided that a contribution payment necessary for required service laterals and or system reinforcement is submitted prior to the commencement of gas service by the applicant for such gas service. If a customer switching to this service classification from a non-firm service classification, this contribution can be an upfront contribution or a monthly surcharge as explained on Leaf No. 431.1.
- (d) If a customer taking service under Service Classification No. 22 switches voluntarily to service under Service Classification No. 3, that Customer will be precluded from returning to SC 22 for twelve months from the effective date of the switch.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 06/01/14
STAMPS:

LEAF: 166
REVISION: 2
SUPERSEDING REVISION: 1

SERVICE CLASSIFICATION No. 3 - Continued

Charge for Late Payment:

Pursuant to the provisions contained in General Information Leaf No. 41.

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

PSC NO: 12 GAS

LEAF: 167

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 25

INITIAL EFFECTIVE DATE: 04/01/23

SUPERSEDING REVISION: 24

STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

SERVICE CLASSIFICATION No. 4A
SERVICE CLASSIFICATION No. 4A-CNG

**HIGH LOAD FACTOR SERVICE AND COMPRESSED NATURAL GAS EQUIPMENT
SERVICE**

Applicable to Use of Service for:**Rate 1 (S.C. 4A - High Load Factor Service):**

Available to any consumer, upon written application and acceptance by the Company, for gas service used for the operation of either cogeneration or other gas-fired equipment in which: 1) the ratio of average hourly use to the maximum rated hourly input is 50% or greater, subject to the Special Provisions herein and 2) if used for cogeneration, has generation capacity of less than 50 Megawatts. A separate meter will be installed for gas supplied under this service classification and the use of gas measured by this meter for other than that above described is expressly prohibited. See Special Provisions.

Rate 2 (S.C. 4A-CNG Compressed Natural Gas Equipment Service):

Compressed natural gas (CNG) equipment will be served under this service classification whether or not the specific hourly usage criteria explained under "Applicable to Use of Service for" section are met. In addition, new NGV customers can elect an interruptibility option.

Character of Service:

Natural gas of not less than 975 Btu, dry basis, per cubic foot at a pressure of not less than four inches of water column gauge, as measured at the consumer's end of the service line.
Continuous.

Rate 1 (S.C. 4A) :

First	10 therms or less per month	\$250.00
Next	990 therms per month	\$ 0.2815 per therm
All over	1,000 therms per month	\$ 0.2815 per therm

Rate 2 (S.C. 4A-CNG):

First	10 therms or less per month	\$250.00
Next	990 therms per month	\$ 0.2759 per therm
All over	1,000 therms per month	\$ 0.2759 per therm

Monthly Cost of Gas:

In addition to the above charges, customers will pay the applicable Monthly Cost of Gas and Adjustments as set forth on the Statement of Monthly Cost of Gas and Adjustments.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS LEAF: 168
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 12
INITIAL EFFECTIVE DATE: 01/01/17 SUPERSEDING REVISION: 10
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated December 16, 2016

SERVICE CLASSIFICATION No. 4A - Continued

Minimum Charge:

Rate 1 (S.C. 4A and 2 (S.C. 4A-CNG):

\$250.00 per monthly billing period, plus the applicable gas adjustment and Revenue Tax Surcharge.

Revenue Tax Surcharge:

The rates and charges under this service classification, payable in the municipality where service is supplied, will be increased by a percentage equal in amount to the aggregate percentage rate of taxes imposed on the Company's revenues, pursuant to the provisions contained on General Information Leaf No. 90.

Heating Value Adjustment:

Volumes of gas registered at the customer's meter, in Ccf, will be converted to therms, as explained on General Information Leaf No. 38.

Terms of Payment:

Net cash.

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

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 08/01/15
STAMPS: Issued in compliance with Order in Case 14-G-0316 dated July 17, 2015

LEAF: 169
REVISION: 4
SUPERSEDING REVISION: 3

SERVICE CLASSIFICATION No. 4A - Continued

Term:

Terminable by consumer on two days' written notice to the Company and by the Company in the manner provided by law and the rules and regulations set forth in the Company's Schedule for Gas Service on file with the Public Service Commission.

Special Provisions:

- (a) For purposes of this Schedule for Gas Service, cogeneration means the sequential production of electricity and/or mechanical energy and useful form of thermal energy from a single input energy source.
- (b) Prior to receiving gas service under this service classification, Customers using this service for cogeneration are required to certify to the Company that installed cogeneration equipment would meet the requirements for qualification under Part 292 of title 18 of the Code of Federal Regulations or as a "cogeneration facility" as defined in Section 2 of the New York Public Service Law.
- (c) The Company reserves the right to accept only such applications under this service classification as will, in the Company's sole judgment, permit it to dispose of the gas it has available for sale without requiring an unreasonable or uneconomic extension of facilities.
- (d) Exemption from the limitation provisions set forth in Special Provision (c) hereof will be granted by the Company provided that a contribution payment for capital costs incurred to make the attachment is submitted prior to the commencement of gas service by the applicant for such gas service.
- (e) Electricity generated by customer taking SC 4A High Load Factor Service is used to supply all or part of the electrical requirements of that customer and may also be used to supply: i) other customers within a defined geographic location which shall include customers that are eligible to be served by a cogeneration facility, as defined in Section 2 of the New York Public Service Law that is less than 50 Megawatts and/or ii) the local electric utility via net metering.

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

PSC NO: 12 GAS

LEAF: 170

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 5

INITIAL EFFECTIVE DATE: 09/01/21

SUPERSEDING REVISION: 4

STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

SERVICE CLASSIFICATION No. 4A - Continued

- (f) The consumer agrees to permit access by the Company's employees or representatives, at all reasonable times, to the consumer's premises for the purpose of determining that the operation of installed cogeneration equipment and related facilities is in compliance with all terms and conditions for service required under this service classification. The consumer further agrees that the Company may measure gas consumption in any reasonable manner, including but not limited to automatic recording devices ("telemetering").
- (g) For customers electing the interruptibility option:
- i. The "Local Outside Temperature" for the purposes of a local switchover will be the temperature as measured outside of the Customer's premises.
 - ii. The "LaGuardia Airport Temperature" for the purposes of a Company-initiated interruption will be the temperature measured by the National Weather Service at LaGuardia Airport.
 - iii. The "Designated Temperature(s)" will be the temperatures set annually prior to the winter season by the Company for each tier. The Company reserves the right to adjust this temperature setting, based on system needs, with a minimum forty-eight (48) hours' notice to Customers. There will be a "Designated Interruption Temperature" for when a Customer's equipment will be switched over to an alternate fuel and a "Designated Resumption Temperature" for when the Customer's equipment may be switched back to natural gas.
 - iv. The Company reserves the right to install and operate such local and remote telemetering/control switching devices as may be necessary to allow for the immediate switchover between gas service and alternate fuel usage, as provided for under this Service Classification.
 - v. For customers that fail to interrupt when required, the following unauthorized use charge will apply:

Beginning two hours after a Company-initiated interruption and continuing for the duration of the interruption period, any gas consumed by a Customer in excess of two therms per hour without the express written authorization of the Company will be subject to an additional per therm charge of either (i) two times 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 were a transportation Customer, or (ii) nine times the applicable sales rate, whichever is lower. All charges are subject to all utility taxes and surcharges. Market Price is defined as the highest city gate delivered price of natural gas at Transco Zone 6 NY, Texas Eastern M3 or Iroquois Zone 2 on the days of interruption, as quoted by Platts' "Gas Daily" report.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS LEAF: 170.1
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 0
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

SERVICE CLASSIFICATION No. 4A - Continued

Charge for Late Payment:

Pursuant to the provisions contained in General Leaf No. 41.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS LEAF: 171
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 21
INITIAL EFFECTIVE DATE: 04/01/23 SUPERSEDING REVISION: 20
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

SERVICE CLASSIFICATION No. 4B
(formerly Service Classification No. 4)

YEAR-ROUND AIR CONDITIONING SERVICE
(NON-RESIDENTIAL)

Applicable to Use of Service for:

Available to any non-residential consumer upon written application for gas for the heating and cooling in common of the consumer's premises or such portion thereof as uses gas for heating and cooling in common, provided that such applicant shall guarantee to the Company a minimum revenue of not less than \$261.92, plus the revenue from the applicable gas adjustment, during the cooling season which is defined as being the period between May 1st and October 31st, both inclusive. A separate meter will be installed for gas supplied under this Classification and the use of gas measured by this meter for other than year-round air conditioning is expressly prohibited.

Character of Service:

Natural gas of not less than 975 Btu, dry basis, per cubic foot at a pressure of not less than four inches of water column gauge, as measured at the consumer's end of the service line.

Continuous.

Rate:

First	1 therm or less per month	\$130.00
Next	199 therms per month	\$ 0.9252 per therm
All over	200 therms per month	\$ 0.4627 per therm

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 01/01/17
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated December 16, 2016

LEAF: 172
REVISION: 17
SUPERSEDING REVISION: 15

SERVICE CLASSIFICATION No. 4B - Continued

Monthly Cost of Gas:

In addition to the above charges, customers will pay the Monthly Cost of Gas and Adjustments as set forth on the Statement of Monthly Cost of Gas and Adjustments.

Minimum Charge:

\$130.00 per monthly billing period, plus the applicable gas adjustment and Revenue Tax Surcharge. During the cooling season, which is defined as being the period between May 1st and October 31st, both inclusive, \$261.92, plus the applicable gas adjustment and Revenue Tax Surcharge.

Revenue Tax Surcharge:

The rates and charges under this service classification, payable in the municipality where service is supplied, will be increased by a percentage equal in amount to the aggregate percentage rate of taxes imposed on the Company's revenues, pursuant to the provisions contained on General Information Leaf No. 90.

Heating Value Adjustment:

Volumes of gas registered at the customer's meter, in Ccf, will be converted to therms, as explained on General Information Leaf No. 38.

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

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 06/01/14
STAMPS:

LEAF: 173
REVISION: 2
SUPERSEDING REVISION: 1

SERVICE CLASSIFICATION No. 4B - Continued

Terms of Payment:

Net cash.

Term:

Service under this Classification shall be for a period of at least one year from the date of application, and for yearly periods thereafter. Terminable by the consumer on two days' written notice to the Company, but subject to the consumer's performance of any unfulfilled obligation for the contract year in which such notice of termination is given; terminable by the Company on like notice to the consumer and likewise in the manner provided by law and the rules and regulations set forth in the Company's Rate Schedule, on file with the Public Service Commission.

Special Provisions:

Where water is incidentally heated in the air conditioning equipment, gas used for such purpose is available under this Classification.

Charge for Late Payment:

Pursuant to the provisions contained in General Information Leaf No. 41.

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

Effective date postponed to 12/01/2019. See Supplement No. 98.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/19
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

LEAF: 175
REVISION: 24
SUPERSEDING REVISION: 22

Service Classification No. 5A is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

Effective date postponed to 12/01/2019. See Supplement No. 98.

Effective date postponed to 12/01/2019. See Supplement No. 98.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/19
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

LEAF: 177
REVISION: 11
SUPERSEDING REVISION: 9

Service Classification No. 5A is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS LEAF: 178
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 5
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 3
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

Service Classification No. 5A is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS LEAF: 179
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 5
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 3
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

Service Classification No. 5A is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 180

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 6

INITIAL EFFECTIVE DATE: 11/01/19

SUPERSEDING REVISION: 3

STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

Service Classification No. 5A is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS LEAF: 180.1
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 11
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 9
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

Service Classification No. 5A is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS LEAF: 181
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 13
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 11
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

Service Classification No. 5A is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/19
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

LEAF: 181.1
REVISION: 5
SUPERSEDING REVISION: 3

Service Classification No. 5A is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 182

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

:

Service Classification No 5B is cancelled.

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

PSC NO: 12 GAS

LEAF: 183

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 5B is cancelled.

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

PSC NO: 12 GAS

LEAF: 184

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 5B is cancelled.

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

PSC NO: 12 GAS

LEAF: 185

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 4

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 3

STAMPS:

Service Classification No 5B is cancelled.

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

PSC NO: 12 GAS

LEAF: 186

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 3

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 2

STAMPS:

Service Classification No 5B is cancelled.

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

PSC NO: 12 GAS

LEAF: 187

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 5B is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 98.

Effective date postponed to 12/01/2019. See Supplement No. 98.

Effective date postponed to 12/01/2019. See Supplement No. 98.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/19
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

LEAF: 191
REVISION: 4
SUPERSEDING REVISION: 1

Service Classification No. 5A is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 192

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 5B is cancelled.

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

PSC NO: 12 GAS

LEAF: 193

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 5B is cancelled.

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

PSC NO: 12 GAS

LEAF: 194

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 5B is cancelled.

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

PSC NO: 12 GAS

LEAF: 195

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14 SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 5B is cancelled.

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

PSC NO: 12 GAS LEAF: 196
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 6
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 4
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

Service Classification No. 6C is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/19
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

LEAF: 197
REVISION: 24
SUPERSEDING REVISION: 22

Service Classification No. 6C is cancelled.

Issued by: John Bruckner, President, Brooklyn, New York

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/19
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

LEAF: 198
REVISION: 24
SUPERSEDING REVISION: 22

Service Classification No. 6C is cancelled.

Issued by: John Bruckner, President, Brooklyn, New York

Effective date postponed to 12/01/2019. See Supplement No. 98.

Effective date postponed to 12/01/2019. See Supplement No. 98.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/19
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

LEAF: 201
REVISION: 12
SUPERSEDING REVISION: 10

Service Classification No. 6C is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/19
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

LEAF: 202
REVISION: 14
SUPERSEDING REVISION: 12

Service Classification No. 6C is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/19
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

LEAF: 202.1
REVISION: 11
SUPERSEDING REVISION: 9

Service Classification No. 6C is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/19
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

LEAF: 202.2
REVISION: 2
SUPERSEDING REVISION: 0

Service Classification No. 6C is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/19
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

LEAF: 203
REVISION: 8
SUPERSEDING REVISION: 6

Service Classification No. 6C is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/19
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

LEAF: 203.1
REVISION: 13
SUPERSEDING REVISION: 11

Service Classification No. 6C is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/19
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

LEAF: 204
REVISION: 11
SUPERSEDING REVISION: 9

Service Classification No. 6C is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/19
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

LEAF: 205
REVISION: 6
SUPERSEDING REVISION: 4

Service Classification No. 6C is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/19
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

LEAF: 205.1
REVISION: 4
SUPERSEDING REVISION: 2

Service Classification No. 6C is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

Effective date postponed to 12/01/2019. See Supplement No. 98.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/19
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

LEAF: 207
REVISION: 24
SUPERSEDING REVISION: 22

Service Classification No. 6G is cancelled.

Issued by: John Bruckner, President, Brooklyn, New York

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/19
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

LEAF: 208
REVISION: 24
SUPERSEDING REVISION: 22

Service Classification No. 6G is cancelled.

Issued by: John Bruckner, President, Brooklyn, New York

Effective date postponed to 12/01/2019. See Supplement No. 98.

PSC NO: 12 GAS LEAF: 210
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 10
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 8
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

Service Classification No. 6G is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

Effective date postponed to 12/01/2019. See Supplement No. 98.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/19
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

LEAF: 211.1
REVISION: 13
SUPERSEDING REVISION: 11

Service Classification No. 6G is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS LEAF: 211.2
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

Service Classification No. 6G is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS LEAF: 212
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 8
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 6
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

Service Classification No. 6G is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS LEAF: 213
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 14
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 12
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

Service Classification No. 6G is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS LEAF: 214
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 11
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 9
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

Service Classification No. 6G is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS LEAF: 215
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 7
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 5
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

Service Classification No. 6G is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS LEAF: 215.1
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 4
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

Service Classification No. 6G is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS LEAF: 216
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 8
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 6
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

Service Classification No. 6M is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/19
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

LEAF: 217
REVISION: 24
SUPERSEDING REVISION: 22

Service Classification No. 6M is cancelled.

Issued by: John Bruckner, President, Brooklyn, New York

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/19
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

LEAF: 218
REVISION: 24
SUPERSEDING REVISION: 22

Service Classification No. 6M is cancelled.

Issued by: John Bruckner, President, Brooklyn, New York

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/19
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

LEAF: 219
REVISION: 24
SUPERSEDING REVISION: 22

Service Classification No. 6M is cancelled.

Issued by: John Bruckner, President, Brooklyn, New York

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/19
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

LEAF: 220
REVISION: 24
SUPERSEDING REVISION: 22

Service Classification No. 6M is cancelled.

Issued by: John Bruckner, President, Brooklyn, New York

PSC NO: 12 GAS LEAF: 221
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 6
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 4
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

Service Classification No. 6M is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/19
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

LEAF: 222
REVISION: 5
SUPERSEDING REVISION: 3

Service Classification No. 6M is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/19
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

LEAF: 223
REVISION: 12
SUPERSEDING REVISION: 10

Service Classification No. 6M is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS LEAF: 224
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 14
INITIAL EFFECTIVE DATE: 11/0/19 SUPERSEDING REVISION: 12
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

Service Classification No. 6M is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/19
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

LEAF: 224.1
REVISION: 11
SUPERSEDING REVISION: 9

Service Classification No. 6M is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/19
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

LEAF: 224.2
REVISION: 2
SUPERSEDING REVISION: 0

Service Classification No. 6M is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS LEAF: 225
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 10
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 8
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

Service Classification No. 6M is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS LEAF: 226
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 15
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 13
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

Service Classification No. 6M is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/19
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

LEAF: 227
REVISION: 7
SUPERSEDING REVISION: 5

Service Classification No. 6M is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/19
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

LEAF: 227.1
REVISION: 5
SUPERSEDING REVISION: 3

Service Classification No. 6M is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS LEAF: 227.2
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 5
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 3
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

Service Classification No. 6M is cancelled.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 228

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 09/01/14

SUPERSEDING REVISION: 1

STAMPS:

SERVICE CLASSIFICATION No. 7**SEASONAL OFF-PEAK SERVICE****Applicable to Use of Service for:**

Available to any consumer, upon written application for gas for space heating, air conditioning, water heating, and/or steam generation, during the months of April to November, both inclusive, provided such applicant shall guarantee to the Company a minimum revenue of not less than \$108.00, plus the revenue from the applicable gas adjustment, during the season in which this rate is available which is defined as being the period between April 1st and November 30th, both inclusive. Not available to consumers receiving similar gas service at the same location under any other service classification, as contained in this Schedule for Gas Service. See Special Provisions.

Character of Service:

Natural gas of not less than 975 Btu, dry basis, per cubic foot at a pressure of not less than four inches of water column gauge, as measured at the consumer's end of the service line.

Continuous during the period from April 1st to November 30th.

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

PSC NO: 12 GAS LEAF: 229
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 17
INITIAL EFFECTIVE DATE: 04/01/23 SUPERSEDING REVISION: 16
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

SERVICE CLASSIFICATION No. 7 - Continued

Rate:

During the months of April to November, both inclusive

First	3 therms or less per month	\$39.51
	All over 3 therms per month	\$ 0.2242 per therm

Monthly Cost of Gas:

In addition to the above charges, customers will pay the Monthly Cost of Gas and Adjustments as set forth on the Statement of Monthly Cost of Gas and Adjustments.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS LEAF: 230
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 6
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 3
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

SERVICE CLASSIFICATION No. 7 - Continued

Minimum Charge:

\$39.51 per monthly billing period, plus the applicable gas adjustment and Revenue Tax Surcharge.

Revenue Tax Surcharge:

The rates and charges under this Service Classification, payable in the municipality where service is supplied, will be increased by a percentage equal in amount to the aggregate percentage rate of taxes imposed on the Company's revenues, pursuant to the provisions contained on General Information Leaf No. 90.

Heating Value Adjustment:

Volumes of gas registered at the customer's meter, in Ccf, will be converted to therms, as explained on Generation Information Leaf No. 38.

Terms of Payment:

Net cash.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 09/01/14
STAMPS:

LEAF: 231
REVISION: 2
SUPERSEDING REVISION: 1

SERVICE CLASSIFICATION No. 7 - Continued

Term:

Service under this classification shall be for a period of at least one year from date of application, and for yearly periods thereafter. Terminable by the consumer on two days' written notice to the Company, but subject to the consumer's performance of any unfilled obligation for the contract year in which such notice of termination is given; terminable by the Company on like notice to the consumer and likewise in the manner provided by law and the rules and regulations set forth in the Company's Rate Schedule on file with the Public Service Commission.

Charge for Late Payment:

Pursuant to the provisions contained on General Information Leaf No. 41.

Special Provisions:

During the months of December to March, both inclusive:

- (A) Pilot light consumption of equipment supplied under this Classification may be taken under Service Classification No. 2 (General Service).

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

PSC NO: 12 GAS

LEAF: 232

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

SERVICE CLASSIFICATION No. 7 - Continued

Reserved for Future Use

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

PSC NO: 12 GAS

LEAF: 233

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No. 11 is cancelled.

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

PSC NO: 12 GAS

LEAF: 234

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 11 is cancelled.

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

PSC NO: 12 GAS

LEAF: 235

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14 SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 11 is cancelled.

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

PSC NO: 12 GAS

LEAF: 236

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14 SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 11 is cancelled.

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

PSC NO: 12 GAS

LEAF: 237

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 11 is cancelled.

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

PSC NO: 12 GAS

LEAF: 238

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 11 is cancelled.

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

PSC NO: 12 GAS

LEAF: 239

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 11 is cancelled.

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

PSC NO: 12 GAS

LEAF: 240

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14 SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 11 is cancelled.

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

PSC NO: 12 GAS

LEAF: 241

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 11 is cancelled.

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

PSC NO: 12 GAS

LEAF: 242

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 11 is cancelled.

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

PSC NO: 12 GAS

LEAF: 243

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 11 is cancelled.

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

PSC NO: 12 GAS

LEAF: 244

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 11 is cancelled.

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

PSC NO: 12 GAS

LEAF: 245

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 11 is cancelled.

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

PSC NO: 12 GAS

LEAF: 246

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 11 is cancelled.

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

PSC NO: 12 GAS

LEAF: 247

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 11 is cancelled.

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

PSC NO: 12 GAS

LEAF: 248

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 3

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 2

STAMPS:

Service Classification No 11 is cancelled.

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

PSC NO: 12 GAS

LEAF: 249

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14 SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 11 is cancelled.

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

PSC NO: 12 GAS

LEAF: 250

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 11 is cancelled.

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

PSC NO: 12 GAS

LEAF: 251

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 11 is cancelled.

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

PSC NO: 12 GAS

LEAF: 252

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 11 is cancelled.

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

PSC NO: 12 GAS

LEAF: 253

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 11 is cancelled.

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

PSC NO: 12 GAS

LEAF: 254

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 11 is cancelled.

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

PSC NO: 12 GAS

LEAF: 255

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 13 is cancelled.

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

PSC NO: 12 GAS

LEAF: 256

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 13 is cancelled.

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

PSC NO: 12 GAS

LEAF: 257

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 13 is cancelled.

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

PSC NO: 12 GAS

LEAF: 258

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 13 is cancelled.

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

PSC NO: 12 GAS

LEAF: 259

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 13 is cancelled.

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

PSC NO: 12 GAS

LEAF: 260

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 13 is cancelled.

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

PSC NO: 12 GAS

LEAF: 261

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 13 is cancelled.

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

PSC NO: 12 GAS

LEAF: 262

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 13 is cancelled.

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

PSC NO: 12 GAS

LEAF: 263

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14 SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 13 is cancelled.

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

PSC NO: 12 GAS

LEAF: 264

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 13 is cancelled.

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

PSC NO: 12 GAS

LEAF: 265

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14 SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 13 is cancelled.

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

PSC NO: 12 GAS

LEAF: 266

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 13 is cancelled.

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

PSC NO: 12 GAS

LEAF: 267

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 13 is cancelled.

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

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 01/01/17
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated December 16, 2016

LEAF: 268
REVISION: 3
SUPERSEDING REVISION: 1

SERVICE CLASSIFICATION No. 14

NATURAL GAS VEHICLE (NGV) SERVICE

Service Classification No 14 is cancelled.

RESERVED FOR FUTURE USE

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

SERVICE CLASSIFICATION No. 14 - Continued

RESERVED FOR FUTURE USE

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

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 01/01/17
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated December 16, 2016

LEAF: 270
REVISION: 5
SUPERSEDING REVISION: 3

SERVICE CLASSIFICATION No. 14 - Continued

Service Classification No 14 is cancelled.

RESERVED FOR FUTURE USE

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

SERVICE CLASSIFICATION No. 14 - Continued

RESERVED FOR FUTURE USE

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

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

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

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

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 01/01/17
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated December 16, 2016

LEAF: 279
REVISION: 3
SUPERSEDING REVISION: 1

FORM OF SERVICE AGREEMENT - Continued

Service Classification No 14 is cancelled.

RESERVED FOR FUTURE USE

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

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 01/01/17
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated December 16, 2016

LEAF: 280
REVISION: 3
SUPERSEDING REVISION: 1

FORM OF SERVICE AGREEMENT - Continued

Service Classification No 14 is cancelled.

RESERVED FOR FUTURE USE

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

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 01/01/17
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated December 16, 2016

LEAF: 281
REVISION: 4
SUPERSEDING REVISION: 2

FORM OF SERVICE AGREEMENT - Continued

Service Classification No 14 is cancelled.

RESERVED FOR FUTURE USE

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

PSC NO: 12 GAS

LEAF: 282

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 15 is cancelled.

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

PSC NO: 12 GAS

LEAF: 283

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 15 is cancelled.

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

PSC NO: 12 GAS

LEAF: 284

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14 SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 15 is cancelled.

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

PSC NO: 12 GAS

LEAF: 285

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 15 is cancelled.

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

PSC NO: 12 GAS

LEAF: 286

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 15 is cancelled.

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

PSC NO: 12 GAS

LEAF: 287

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 15 is cancelled.

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

PSC NO: 12 GAS

LEAF: 288

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 15 is cancelled.

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

PSC NO: 12 GAS

LEAF: 289

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 15 is cancelled.

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

PSC NO: 12 GAS

LEAF: 290

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 15 is cancelled.

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

PSC NO: 12 GAS

LEAF: 291

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 15 is cancelled.

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

PSC NO: 12 GAS

LEAF: 292

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 15 is cancelled.

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

PSC NO: 12 GAS

LEAF: 293

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 15 is cancelled.

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

PSC NO: 12 GAS

LEAF: 294

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 06/01/14

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No 15 is cancelled.

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

PSC NO: 12 GAS

LEAF: 295

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 10/01/04 SUPERSEDING REVISION: 1

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 296

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 3

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 2

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 297

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 7

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 6

STAMPS:

Service Classification No. 16 is cancelled.

Issued by John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 298

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 299

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 3

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 2

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 300

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 3

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 2

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 301

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 7

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 6

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 302

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 8

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 7

STAMPS

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 303

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 8

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 7

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 304

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 5

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 4

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 305

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 306

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 3

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 2

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 307

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 10/01/04 SUPERSEDING REVISION: 1

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

Issued by John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 309

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 4

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 3

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 310

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 5

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 4

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 311

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 312

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 313

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 314

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 3

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 2

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 315

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 3

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 2

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 316

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 4

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 2

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 317

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 318

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 319

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 320

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 321

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 322

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 323

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 324

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 325

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 10/01/04 SUPERSEDING REVISION: 1

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 326

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 327

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 328

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 329

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 330

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 331

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 332

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 1

STAMPS:

Service Classification No. 16 is cancelled.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 09/01/21
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

LEAF: 333
REVISION: 10

SUPERSEDING REVISION: 8

SERVICE CLASSIFICATION No. 17
CORE TRANSPORTATION AND SWING SERVICE

A. DEFINITIONS

Core Customer – A customer lacking energy alternatives. A Core Customer takes either (a) firm sales service, and lacks installed equipment capable of burning fuels other than gas; or (b) firm transportation service under Service Classification No. 17.

CTS Service Agreement – The agreement between the Company and Customer to provide service under this Service Classification, the form of which is included in this Schedule of Gas Service, and the term of which shall be for a period of no less than twelve months.

Existing Core Customer – A Core Customer taking firm service under the Company's sales Service Classifications.

Gas Cost Year – The twelve months beginning each September 1 and ending on the following August 31.

New Core Customer – Any core customer that is not an Existing Core Customer.

Return Requirement Percentage – as set forth in Section 33 of General Information.

Seller – A Seller is either: 1) an ESCO or Marketer that meets the Seller qualifications under Service Classification No. 19 and is selling gas to a Pool; or 2) a Core or Non-Core Customer who is qualified to purchase natural gas and deliver it to the Company's city gate on his own behalf pursuant to Service Classification No. 19.

Issued by: Rudolph L. Wynter, President, Brooklyn, New York

PSC NO: 12 GAS LEAF: 334.1
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2
INITIAL EFFECTIVE DATE: 08/01/09 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with order in Case 06-G-1185 dated June 23, 2009

SERVICE CLASSIFICATION No. 17 - Continued

RESERVED FOR FUTURE USE

Issued by: Kenneth D. Daly, Chief Financial Officer, Brooklyn, New York

PSC NO: 12 GAS LEAF: 335
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 5
INITIAL EFFECTIVE DATE: 12/02/09 SUPERSEDING REVISION: 4
STAMPS: Issued in compliance with order in Case 06-G-1185 dated June 23, 2009

SERVICE CLASSIFICATION No. 17 - Continued

B. APPLICABLE TO USE OF TRANSPORTATION AND SWING SERVICE FOR:

Any Existing Core Customer who (1) qualifies for service metered at a single delivery point under the applicable Core Transportation and Swing Service (CTS) rate as described hereunder; and (2) meets the general terms and conditions for service provided for under the corresponding sales Service Classification as contained in this Schedule for Gas Service; and (3) can provide, to the Company's satisfaction, proof of firm gas supply providing clear and marketable title to gas adequate to meet the Customer's requirements as determined by the Company (see Special Provision), sufficient to provide transportation by the Company of natural gas meeting the quality specifications of this Schedule of Gas Service at a minimum annual normalized quantity of 35,000 therms to the Customer's delivery point; and (4) has contracted for direct delivery of such supplies to the Company; and (5) has entered into a mutually agreed upon CTS Service Agreement, subject to the Special Provisions hereof. This service may be offered at the Company's option to any New Core Customer provided such potential customer meets the other qualifications listed above. The minimum quantity requirement is not applicable to Existing Core Customers or potential New Core Customers who or which participate as part of a small customer aggregation pool, if (a) the total annual normalized consumption of all customers included in such pool is 50,000 therms, (b) the Company and the Seller supplying such Pool have entered into an agreement regarding the terms and conditions of such aggregation program and the other terms and conditions of Service Classification No. 19 have been complied with in all respects.

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COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 6
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STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

SERVICE CLASSIFICATION No. 17 - Continued

The applicable Service Classifications for CTS service are as follows:

Rate CTS-1A (Residential Non-Heating Service)

Available to customers who would otherwise qualify for sales service under Service Classification No. 1A - Residential Non-Heating Service.

Rate CTS-1AR (Residential Non-Heating Reduced Rate Service)

Available to customers who would otherwise qualify for sales service under Service Classification No. 1AR - Residential Non-Heating Reduced Rate Service.

Rate CTS-1B (Residential Heating Service)

Available to customers who would otherwise qualify for sales service under Service Classification No. 1B - Residential Heating Service.

Rate CTS-1BR (Residential Heating Reduced Rate Service)

Available to customers who would otherwise qualify for sales service under Service Classification No. 1B - Residential Heating Reduced Rate Service.

Rate CTS-2 (Firm General Service Transportation)

Available to customer who would otherwise qualify for sales service under Service Classification No. 2 - General Service (Non-Residential).

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SERVICE CLASSIFICATION No. 17 - Continued

Rate CTS-3 (Heating and/or Water Heating Service - Multi-Family Buildings)

Available to customers who would otherwise qualify for sales service under Service Classification No. 3 - Heating and/or Water Heating Service (Multi-Family Buildings).

Rate CTS-4A (High Load Factor Service Transportation)

Available to customers who would otherwise qualify for sales service under Service Classification No. 4A - High Load Factor Service.

Rate CTS-4A-CNG (Compressed Natural Gas Equipment Service Transportation)

Available to customers who would otherwise qualify for sales service under Service Classification No. 4A-CNG – Compressed Natural Gas Equipment Service.

Rate CTS-4B - (Year-Round Air Conditioning Service Transportation)

Available to customers who would otherwise qualify for sales service under Service Classification No. 4B - Year-Round Air Conditioning Service.

Rate CTS-7 (Seasonal Off-Peak Service)

Available to customers who would otherwise qualify for sales service under Service Classification No. 7 - Seasonal Off-Peak Service.

Rate CTS-21 (Baseload Distributed Generation Service Transportation)

Available to customers who would otherwise qualify for sales service under Service Classification No. 21 - Baseload Distributed Generation Service.

C. CHARACTER OF SERVICE

Firm transportation, as determined by the Character of Service provisions of the sales service classification corresponding to the applicable CTS rate classification indicated above, which provisions are incorporated herein by reference. Subject to the provisions of this Service Classification, the Company will transport gas, owned by the Customer, that meets the quality specifications hereof from the Company's city gate points of receipt as described in the GTOP Manual to a specified delivery point on the Company's existing facilities at the Customer's point of service.

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LEAF: 339
REVISION: 29
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SERVICE CLASSIFICATION No. 17 - Continued

TRANSPORTATION SERVICE RATES - MONTHLY BILLING

The Customer shall pay the following monthly charges for transportation service hereunder, subject to the Special Pricing Provisions contained herein:

On-System Transportation Charges:

These charges are applicable to the quantity of gas delivered by the Company to the Customer whether for Transportation Service, Swing Service or Gas Standby Service.

CTS-1A - Residential Non-Heating Service Transportation

First	3 Therms or less per month	\$16.25
Next	47 Therms per month	\$ 2.2581 per therm
All over	50 Therms per month	\$ 1.0568 per therm

CTS-1AR - Residential Non-Heating Reduced Rate Service Transportation

First	3 Therms or less per month	\$16.25
Next	47 Therms per month	\$ 2.2581 per therm
All over	50 Therms per month	\$ 1.0568 per therm

CTS-1B - Residential Heating Service Transportation

First	3 Therms or less per month	\$21.55
Next	47 Therms per month	\$ 1.2772 per therm
All over	50 Therms per month	\$ 0.4769 per therm

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STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

SERVICE CLASSIFICATION No. 17 - Continued

CTS-1BR - Residential Heating Reduced Rate Service Transportation

First	3 Therms or less per month	\$21.55
Next	47 Therms per month	\$ 1.2772 per therm
All over	50 Therms per month	\$ 0.4769 per therm

CTS-2 - Firm General Service Transportation

Rate Schedule 1 (Non-Heating):

First	3 Therms or less per month	\$37.55
Next	87 Therms per month	\$ 0.6679 per therm
Next	2,910 Therms per month	\$ 0.4651 per therm
All over	3,000 Therms per month	\$ 0.3185 per therm

CTS-2 - Firm General Service Transportation

Rate Schedule 2 (Heating):

First	3 Therms or less per month	\$37.55
Next	87 Therms per month	\$ 0.7383 per therm
Next	2,910 Therms per month	\$ 0.6582 per therm
All over	3,000 Therms per month	\$ 0.4583 per therm

CTS-3 - Heating and/or Water Heating Service - Multi-Family Buildings Transportation

First	3 Therms or less per month	\$39.51
Next	997 Therms per month	\$ 0.4839 per therm
All over	1,000 Therms per month	\$ 0.3786 per therm

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 COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 30
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 STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

SERVICE CLASSIFICATION No. 17 - Continued

CTS-4A - High Load Factor Service Transportation and

First	10 Therms or less per month	\$250.00
Next	990 Therms per month	\$ 0.2815 per therm
All over	1,000 Therms per month	\$ 0.2815 per therm

CTS-4A-CNG – Compressed Natural Gas Equipment Service Transportation

First	10 Therms or less per month	\$250.00
Next	990 Therms per month	\$ 0.2759 per therm
All over	1,000 Therms per month	\$ 0.2759 per therm

CTS-4B - Year-Round Air Conditioning Service Transportation

First	1 Therm per month	\$130.00
Next	199 Therms per month	\$ 0.9252 per therm
All over	200 Therms per month	\$ 0.4627 per therm

CTS-7 - Seasonal Off-Peak Service Transportation

First	3 Therms or less per month	\$39.51
All over	3 Therms per month	\$ 0.2242 per therm

CTS-21 - Baseload Distributed Generation Service Transportation

Rate 1 - less than 1MW (per meter, per month):

First	10 therms or less per month	\$235.61
All over	10 therms per month (April - October)	\$ 0.1058 per therm
All over	10 therms per month (November - March)	\$ 0.1349 per therm

Rate 2 – equal to or greater than 1MW but less than 5MW (per meter, per month):

First	10 therms or less per month	\$333.14
All over	10 therms per month (April - October)	\$ 0.1058 per therm
All over	10 therms per month (November - March)	\$ 0.1349 per therm

Rate 3 – equal to or greater than 5MW but less than 50MW (per meter, per month):

First	10 therms or less per month	\$771.69
All over	10 therms per month (April - October)	\$ 0.0256 per therm
All over	10 therms per month (November - March)	\$ 0.0356 per therm

For customers taking service under Rate 3, there will also be a monthly demand charge of \$4,927.82 per MW.

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LEAF: 341.1
REVISION: 8
SUPERSEDING REVISION: 7

SERVICE CLASSIFICATION No. 17 - Continued

E. STATEMENT OF TRANSPORTATION ADJUSTMENT CHARGES

In addition to the monthly transportation service rates listed above, Customers shall pay transportation adjustment charges as set forth on the Statement of Transportation Adjustment Charges which shall be filed by the Company with the Commission each month not less than two business days prior to its effective date.

The Statement of Transportation Adjustment Charges shall contain the following charges:

1. Return Requirement on Gas in Storage

A surcharge for the Return Requirement on Gas in Storage as described on General Information Leaf Nos. 79.5 and 79.6.

2. Annual Return Requirement on Gas in Storage Surcharge or Refund

A surcharge or credit for the Annual Return Requirement on Gas in Storage Surcharge or Refund as described on General Information Leaf Nos. 79.11 and 79.12.

3. Research and Development Surcharge

The Research and Development Surcharge as described on General Information Leaf No. 90.

4. Pipeline Refunds Provision

A credit for Pipeline Refunds Provision as described on General Information Leaf Nos. 84 and 85.

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SERVICE CLASSIFICATION No. 17 - Continued

E. STATEMENT OF TRANSPORTATION ADJUSTMENT CHARGES - continued

5. Delivery Penalty Refunds

A credit for Delivery Penalty Refunds as described on General Information Leaf No. 90.

6. Annual Transportation Imbalance Surcharge or Refund

7. System Performance Adjustment

A surcharge or credit related to the System Performance Adjustment Mechanism as described beginning on General Information Leaf No. 79.6.

8. The Total Transportation Adjustment Charge = 1 + 2 + 3 + 4 + 5 + 6 + 7

9. Lost and Unaccounted for Gas ("LAUF")

A percentage LAUF described on General Information Leaf No. 69

F. SELLER CHARGES AND ADJUSTMENTS

In the event a customer is eligible to purchase his own gas supply and deliver it to the Company's city gate without the use of a Seller that is an ESCO or Marketer, the customer shall be considered to be his own Seller under the Company tariffs, and, as such, shall adhere to the provisions of the Seller Transportation Aggregation Service under Service Classification No. 19. The customer (i) shall be responsible for all charges set forth on the Statement of Seller Charges and Adjustments as described on Leaf Nos. 404 through 406 (ii) must participate in the Company's Mandatory Capacity Program as described on Leaf Nos. 406.3 through 408, (iii) follow the Operations and Communications Provisions described on Leaf Nos. 408 and 409, and (iv) adhere to the Special Provisions as described on Leaf Nos. 409 through 411.

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COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2
INITIAL EFFECTIVE DATE: 08/01/09 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with order in Case 06-G-1185 dated June 23, 2009

SERVICE CLASSIFICATION No. 17 - Continued

G. SPECIAL PROVISIONS

1. In no event shall the Company be obligated to incur any additional costs for additional facilities necessary to provide transportation, swing and standby gas services hereunder. Nonetheless, in the event the Company elects to incur such costs, the costs of any additional facilities that in the Company's sole judgment are required or must be incurred by the Company to provide transportation service, shall be the sole responsibility of the Customer, and shall be payable in full prior to the initiation of service hereunder.
2. Whenever the Customer's account with the Company becomes delinquent and/or the Customer has failed to deliver gas to the Company for the Customer's account, the Company shall have the right to request and the Customer, upon such request, shall provide the Company, for its review, copies of all contracts between the Customer and third parties providing for the purchase of pipeline capacity by such Customer. The Customer should redact all information deemed confidential, provided however, that all such contracts shall assure, in a manner satisfactory to the Company, reliable deliveries of sufficient quantities of gas for the Customer's account to meet the Customer's full hourly, daily or seasonal requirements for the term of service hereunder, unless otherwise agreed to in writing by the Company. The Company does not warrant the performance of such third parties under such contracts.
3. The Customer warrants that it will have good and marketable right and title to all gas he or it tenders or causes to be tendered to the Company hereunder and such gas shall be free and clear of all liens, encumbrances and claims whatsoever. The Customer shall hold harmless and indemnify the Company against any adverse claim by a third party, and against any loss or cost incurred by the Company on account of any such liens, encumbrances and claims of third parties. In addition to any other rights the Company may have, in the event any adverse claim is asserted against the Company by a third party, the Company may, at its sole option, suspend the transportation of gas hereunder, until such claim is resolved to the Company's satisfaction.

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COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 14
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STAMPS: Issued in compliance with order in Case 06-G-1185 dated June 23, 2009

SERVICE CLASSIFICATION No. 17 – Continued

G. SPECIAL PROVISIONS (continued)

4. Upon termination of service hereunder, the Customer may apply as a new applicant for and receive gas service under the appropriate sales Service Classification as contained in this Schedule for Gas Service, pursuant to the conditions for gas service contained therein.
5. All gas transported to the Company's point(s) of receipt for the Customer's account shall conform to all of the quality specifications set forth in 16NYCRR Part 229. The Company shall notify the Customer of any deficiencies in such quality specifications and may, at its option, refuse to accept delivery pending correction by the Customer.
6. Except as specified above, or in the Customer's CTS Service Agreement, all provisions of the sales Service Classification that would otherwise apply to services to the Customer are specifically incorporated herein and shall apply to the transportation, swing and standby gas services provided hereunder.
7. The Company shall not be obligated to enter into a CTS Service Agreement with any party unless such party satisfies the credit requirements prescribed by each of the Customer's Transporters and provides the Company with documentation from the Transporter of such party's compliance with the Transporter's credit requirements. In addition to satisfying the transporter's credit requirements, a Customer may at any time be required by the Company to provide further financial assurances, such as providing a letter of credit or other acceptable security.

Furthermore, Customer shall have an ongoing obligation to notify the Company immediately of any change in financial circumstances that may result in non-compliance with the transporter's requirements. These standards will not apply to Customers taking an aggregated service.

The Company may terminate the CTS Service Agreement if such a change does result in non-compliance with a Transporter's requirements, or if the Customer fails to provide the financial assurance required by the Company.

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SERVICE CLASSIFICATION No. 17 – Continued

G. SPECIAL PROVISIONS (continued)

8. Customers who do not have remote metering devices will have their meters read on their cycle billing dates. However, bills for service rendered under this Service Classification shall be rendered monthly. Off-cycle bills rendered to such customers may be based on the Company's estimate of the Customer's usage.

9. Any Customer receiving CTS service that wishes to return to sales service before the completion of the first year of Customer's CTS Service Agreement may apply for sales service as a new applicant. If accepted as a sales service customer by the Company, Customer shall be required to remain a sales service customer for a minimum of one year.

10. The Company will permit Customers that act as their own Sellers to trade City Gate imbalances with other Customers that act as their own Sellers under S.C. Nos. 17 and 18, and with Sellers providing service to a Pool under S.C. No. 19 pursuant to Special Provision No. 6 of Leaf No. 411.

11. Notwithstanding anything else herein, any charges for which Seller is responsible under Service Classification No. 19 shall not be Customer's responsibility under this Service Classification No. 17 unless Customer is acting as his own Seller. In the event of any conflict between the terms and conditions of this Service Classification No. 17 and the terms and conditions of Service Classification No. 19, the terms and conditions of Service Classification No. 19 shall govern.

H. REVENUE TAX SURCHARGE

All rates and charges under this Service Classification, payable in the municipality where service is supplied, will be increased by a percentage equal in amount to the aggregate percentage rate of taxes imposed on the Company's revenues, pursuant to the provisions contained on General Information Leaf Nos. 90 through 93.

I. CHARGE FOR LATE PAYMENT:

Pursuant to the provisions contained in General Information Nos. 41 through 42.

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SERVICE CLASSIFICATION No. 17 – Continued

RESERVED FOR FUTURE USE

Issued by: Kenneth D. Daly, Chief Financial Officer, Brooklyn, New York

SERVICE CLASSIFICATION No. 17 – Continued

Issued by: John J. Bishar, Jr., Executive Vice President, General Counsel and Secretary, Brooklyn, NY

SERVICE CLASSIFICATION No. 17 – Continued

Issued by: John J. Bishar, Jr., Executive Vice President, General Counsel and Secretary, Brooklyn, NY

SERVICE CLASSIFICATION No. 17 – Continued

Issued by: Kenneth D. Daly, Chief Financial Officer, Brooklyn, New York

SERVICE CLASSIFICATION No. 17 – Continued

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SERVICE CLASSIFICATION No. 17 – Continued

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SERVICE CLASSIFICATION No. 17 – Continued

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SERVICE CLASSIFICATION No. 17 – Continued

Issued by: Kenneth D. Daly, Chief Financial Officer, Brooklyn, New York

SERVICE CLASSIFICATION No. 17 - Continued

Issued by: Alan P. Foster, Senior Vice President and Controller, Brooklyn, NY

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SERVICE CLASSIFICATION No. 17 - Continued

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SERVICE CLASSIFICATION No. 17 - Continued

Reserved for Future Use

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SERVICE CLASSIFICATION No. 17 - Continued

Reserved for Future Use

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SERVICE CLASSIFICATION No. 17 - Continued

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SERVICE CLASSIFICATION No. 17 - Continued

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LEAF: 368
REVISION: 7
SUPERSEDING REVISION: 5

**SERVICE CLASSIFICATION No. 18
NON-CORE TRANSPORTATION SERVICE**

A. DEFINITIONS

Load Factor: The ratio of 1) the average daily normalized annual consumption of the Seller's Pool to 2) the estimated peak day consumption of the Seller's Pool.

NCT Service Agreement: the agreement between the Company and Customer to provide service under this Service Classification, the form of which is included in this Schedule for Gas Service.

Non-Core Gas Customer: A customer that has energy alternatives and has installed dual-fuel equipment and back-up fuel adequate to meet the customer's needs. A Non-Core Customer is eligible for service under Service Classification Nos. 22 and NCTS 18-22.

B. APPLICABLE TO USE OF TRANSPORTATION SERVICE FOR:

Any Non-Core Gas Customer that meets the following provisions or an Electric Generator that has generation capacity of less than 50 Megawatts.

1. Non-Core Gas Customers

A Non-Core Gas Customer qualifies for non-core transportation service (NCTS) under this service classification if it:

- a) is a single large volume customer that is
 - 1) metered at a single delivery point
 - 2) meets the general terms and conditions for service provided for under the corresponding sales Service Classification as contained in this Schedule for Gas Service; and
 - 3) consumes a minimum annual quantity of 35,000 therms

OR

- b) is part of a small customer aggregation pool, and
 - 1) meets the general terms and conditions for service provided for under the corresponding sales Service Classification as contained in this Schedule for Gas Service

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STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

SERVICE CLASSIFICATION No. 18 – Continued

B. APPLICABLE TO USE OF TRANSPORTATION SERVICE (continued)

1. Non-Core Gas Customers (continued)
 - b) (continued)
 - 2) the total annual consumption of the small customer aggregation pool is at least 50,000 therms, and
 - 3) the Company and the Seller supplying the pool have entered into an agreement regarding the terms and conditions of such aggregation program and the other terms and conditions of Service Classification No. 19 have been complied with in all respects.

To obtain service under this Service Classification, Customer must enter into a Non-Core Transportation Service Agreement which appears on Leaf Nos. 459 to 465

The applicable Service Classifications for NCT service are as follows:

Rate NCTS 18-22 (Non-Firm Demand Response Service Transportation)
Available to customers who would otherwise qualify for sales service under
Service Classification No. 22 - Non-Firm Demand Response Sales Service.

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SUPERSEDING REVISION: 4

STAMPS:

SERVICE CLASSIFICATION No. 18 - Continued**B. APPLICABLE TO USE OF TRANSPORTATION SERVICE (continued)****2. Electric Generators**

An electric generator that has generation capacity of less than 50 Megawatts qualifies for non-core gas transportation service for electric generation (NCTEG) under this service classification.

To obtain service under this Service Classification, the Customer must follow procedures for processing requests from electric generators for non-core gas transportation service pursuant to Leaf Nos. 466 to 468. In addition, when applying for service the Customer must provide the Company with information specified on Leaf Nos. 469 to 470 and enter into a service agreement with the Company, the form of which appears on Leaf Nos. 471 to 476. Customer may designate a Gas Balancing Agent to manage daily nominations and balance gas deliveries on an aggregated basis to one or more of the Customer's generating facilities to mitigate daily imbalances. Should the Customer elect to designate a Gas Balancing Agent, a Designation of Gas Balancing Agent Agreement provided on Leaf Nos. 477 to 481 must be entered into by the Customer, its Gas Balancing Agent and the Company.

Pursuant to Section B of Service Classification No. 20, any Customer that qualifies for service under this Service Classification may take service under Rate Schedule 1 of Service Classification No. 20 or enter into an individually negotiated agreement with the Company under Rate Schedule 2 of Service Classification No. 20.

Customers contracting for interruptible service are subject to the standby fuel and equipment provisions set forth in Section B of Service Classification No. 14 unless Customer stipulates in writing that Customer is willing and able to shut down during periods of interruption.

Issued by: Kenneth D. Daly, President, Brooklyn, New York

Effective date postponed to 08/01/2015. See Supplement No. 72.

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REVISION: 12
SUPERSEDING REVISION: 10

SERVICE CLASSIFICATION No. 18 - Continued

C. CHARACTER OF SERVICE

The Company will transport and control the dispatch of gas owned by Customer.

1. Non-Core Gas Customers

Non-core transportation service is provided on an interruptible basis, as determined by the Character of Service provisions of the corresponding sales service classification. Company will transport natural gas, owned by the Customer from the Company's city gate points of receipt as described in the GTOP Manual to the Customer's point of service.

Service under Service Classification Nos. NCTS 18-22 will be interrupted in accordance with the corresponding sales service classification.

The Company will endeavor to provide notification (within two hours) of a scheduled interruption utilizing the Communications Protocol described in the Company's GTOP Manual, Section VII, as filed with the Public Service Commission. Upon receipt of such notice, the Customer shall curtail or discontinue use of gas as instructed by the Company (see Special Provisions).

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SERVICE CLASSIFICATION No. 18 - Continued

C. CHARACTER OF SERVICE (continued)

2. Electric Generators
Character of service is in accordance with Section C of Service Classification No. 20.

D. NON-CORE TRANSPORTATION SERVICE RATES

1. Non-Core Gas Customers
The Customer shall pay the following monthly charges for transportation service on the Company's delivery system hereunder, subject to the Special Pricing Provisions contained herein:

a) NCTS 18-22 Non-Firm Demand Response Transportation Service

Tier 1 - Customers with fully automatic switchover equipment:

Formerly 18-6C1 and 18-6G1

Monthly Minimum Charge will be:

First 10 therms: \$375.00 per month
Volumetric Rate Per Therm: \$ 0.2325 per therm

Formerly 18-6C2 and 18-6G2

Monthly Minimum Charge will be:

First 10 therms: \$375.00 per month
Volumetric Rate Per Therm: \$ 0.2325 per therm

Formerly 18-6M1 and 18-6M2

Monthly Minimum Charge will be:

First 10 therms: \$375.00 per month
Volumetric Rate Per Therm: \$ 0.1933 per therm

Formerly 18-6M3 and 18-6M4

Monthly Minimum Charge will be:

First 10 therms: \$375.00 per month
Volumetric Rate Per Therm: \$ 0.1933 per therm

In addition to the charges above, there will be an Earnings Adjustment Mechanism (as explained on Leaf No. 138.55.2), Demand Capacity Surcharge Mechanism (as explained in Rule 57), Net Utility Plant & Depreciation Expense Reconciliation Mechanisms (as explained in Rule 59) and Rate Adjustment Clause (as explained in Rule 60). These charges will appear in the Delivery Rate Adjustment.

Issued by: Rudolph L. Wynter, President, Brooklyn, New York

PSC NO: 12 GAS LEAF: 373
 COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 19
 INITIAL EFFECTIVE DATE: 04/01/22 SUPERSEDING REVISION: 18
 STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

SERVICE CLASSIFICATION No. 18 - Continued

D. NON-CORE TRANSPORTATION SERVICE RATES (continued)

1. Non-Core Gas Customers (continued)

a) NCTS-18-22 – Non-Firm Demand Response Transportation Service

2) Tier 2 - Customers without fully automatic switchover equipment:

Formerly 18-6C1 and 18-6G1

Monthly Minimum Charge will be:

First 10 therms: \$375.00 per month

Volumetric Rate Per Therm: \$ 0.1860 per therm

Formerly 18-6C2 and 18-6G2

Monthly Minimum Charge will be:

First 10 therms: \$375.00 per month

Volumetric Rate Per Therm: \$ 0.1860 per therm

Formerly 18-6M1 and 18-6M2

Monthly Minimum Charge will be:

First 10 therms: \$375.00 per month

Volumetric Rate Per Therm: \$ 0.1547 per therm

Formerly 18-6M3 and 18-6M4

Monthly Minimum Charge will be:

First 10 therms: \$375.00 per month

Volumetric Rate Per Therm: \$ 0.1547 per therm

In addition to the charges above, there will be an Earnings Adjustment Mechanism (as explained on Leaf No. 138.55.2), Demand Capacity Surcharge Mechanism (as explained in Rule 57), Net Utility Plant & Depreciation Expense Reconciliation Mechanisms (as explained in Rule 59) and Rate Adjustment Clause (as explained in Rule 60). These charges will appear in the Delivery Rate Adjustment.

Customers with fully automatic switching equipment may choose either tier for service.

Issued by: Rudolph L. Wynter, President, Brooklyn, New York

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 09/01/21
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

LEAF: 374
REVISION: 19
SUPERSEDING REVISION: 18

SERVICE CLASSIFICATION No. 18 - Continued

D. NON-CORE TRANSPORTATION SERVICE RATES (continued)

Tier 1 Customers Electing Tier 2 Service

For the winter period commencing November 1, 2021, customers with automatic switching equipment had to provide their tier election by September 1, 2021 to commence October 1, 2021. Beginning with Winter 2022/2023, customers with automatic switching equipment must provide 120 days' notice to choose a tier for the upcoming winter period commencing November 1st. Customers with automatic switching equipment that do not request a specific tier will be placed in Tier 1. This election is for the entire year (November – October).

Issued by: Rudolph L. Wynter, President, Brooklyn, New York

PSC NO: 12 GAS LEAF: 374.1
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 3
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

RESERVED FOR FUTURE USE

Issued by: John Bruckner, President, Brooklyn, New York

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/19
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

LEAF: 375
REVISION: 17
SUPERSEDING REVISION: 15

SERVICE CLASSIFICATION No. 18 – Continued

D. NON-CORE TRANSPORTATION SERVICE RATES (continued)

RESERVED FOR FUTURE USE

Issued by: John Bruckner, President, Brooklyn, New York

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/19
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

LEAF: 375.1
REVISION: 3
SUPERSEDING REVISION: 1

SERVICE CLASSIFICATION No. 18 – Continued

RESERVED FOR FUTURE USE

Issued by: John Bruckner, Brooklyn, New York

PSC NO: 12 GAS

LEAF: 376

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 5

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION: 4

STAMPS:

SERVICE CLASSIFICATION No. 18 – Continued**D. NON-CORE TRANSPORTATION SERVICE RATES (continued)****2. Non-Core Transportation for Electric Generators**

The Customer shall pay the following monthly charges for transportation service on the Company's delivery system hereunder, subject to the Special Pricing Provisions contained herein:

a) Transportation Rates

The applicable monthly charges for transportation service are set forth in Section F of Service Classification No. 20.

b) Penalty Charges

The applicable overrun charges, charge for unauthorized use and operational flow order penalty charges are set forth in Section G of Service Classification No. 20.

c) Value Added Charges

In accordance with provisions set forth in Section H of Service Classification No. 20.

d) Taxes

In accordance with provisions set forth in Section J of Service Classification No. 20.

e) Transition Costs Surcharge

In accordance with provisions set forth in Section K of Service Classification No. 20.

Issued by: Kenneth D. Daly, President, Brooklyn, New York

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 12/01/19
STAMPS: Issued in compliance with Order in Case 19-G-0371 dated November 15, 2019

LEAF: 377
REVISION: 12
SUPERSEDING REVISION: 11

SERVICE CLASSIFICATION No. 18 – Continued

E. GAS DELIVERIES, BALANCING, OPERATIONS AND COMMUNICATIONS

1. Non-Core Gas Customers

In the event a customer is eligible to purchase his own gas supply and deliver it to the Company's city gate without the use of a Seller that is an ESCO or Marketer, the customer shall be considered to be his own Seller, and, as such, shall adhere to all provisions of the Seller Transportation Aggregation Service under Service Classification No. 19 with the exception of the Company's Mandatory Capacity Program as described on Leaf Nos. 406.3 through 408. Customer (i) shall be responsible for all charges set forth on the Statement of Seller Charges and Adjustments as described on Leaf Nos. 404 through 406 (ii) shall follow the Operations and Communications Provisions described on Leaf Nos. 408 and 409, and (iii) must adhere to the Special Provisions as described on Leaf Nos. 409 through 411.

- a. Communications Protocol: Effective October 2012, the Company will maintain a database of contact information for all of its non-firm demand response 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 non-firm demand response 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 non-firm demand response 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. Effective January 1, 2020, there will be a daily penalty assessed to any customer who has not returned their affidavit. Customers who have not submitted the affidavit for the 2019/2020 winter season by January 1, 2020 will be assessed a daily penalty. Beginning with the 2020/2021 winter season, customers must submit their affidavits by October 1st prior to the start of the winter season, with daily penalties beginning November 1st. The daily penalties for low volume customers (<1,000,000 therms annually) are \$100/day and for high volume customers (1,000,000 therms or greater annually) \$1,000/day.

Issued by: John Bruckner, President, Brooklyn, New York

PSC NO: 12 GAS

LEAF: 377.1

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 1

INITIAL EFFECTIVE DATE: 07/01/17

SUPERSEDING REVISION: 0

STAMPS: Issued in compliance with Order in Case 15-G-0185 dated June 16, 2017

SERVICE CLASSIFICATION No. 18 – Continued

Annual System-Wide Test: The Company will conduct an announced annual system-wide test of Customers' compliance under this Service Classification at the beginning of the heating season. The Company will conduct an unannounced system-wide test of Customers' compliance under this Service Classification at the end of each January. The January test will waive penalties for customers that incur an equipment failure as long as the customer provides supporting documentation.

1. Electric Generators

Gas deliveries are in accordance with Sections D, E, F, L, M and N of Service Classification No. 20.

Issued by: Kenneth D. Daly, President, Brooklyn, New York

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 09/01/21
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

LEAF: 378
REVISION: 10
SUPERSEDING REVISION: 9

SERVICE CLASSIFICATION No. 18 – Continued

F. REVENUE TAX SURCHARGE

All rates and charges under this Service Classification, payable in the municipality where service is supplied, will be increased by a percentage equal in amount to the aggregate percentage rate of taxes imposed on the Company's revenues, pursuant to the provisions contained on General Information Leaf Nos. 90 through 93.

G. CHARGE FOR LATE PAYMENT:

Pursuant to provisions contained in General Information Leaf Nos. 41 and 42.

H. STATEMENT OF NON-FIRM DEMAND RESPONSE SALES AND TRANSPORTATION RATES

The Company will file with the Commission a Statement of Non-Firm Demand Response Sales and Transportation Rates, which will contain the following charges applicable to this Service Classification.

I. SPECIAL PROVISIONS FOR ALL NON-CORE GAS CUSTOMERS

1. Transportation service hereunder for new Non-Core Gas Customers shall be available only upon a Company determination that its existing delivery capacity and facilities are adequate to supply the total estimated gas requirements of its Customers receiving service under firm sales Service Classification Nos. 1, 2, 3, 4A, 4A-CNG, 4B, 7, 14 and 21 and to Core Transportation Customers taking service under Service Classification No. 17, and to provide the transportation service required for the term of service hereunder. The Company will not be obligated to expand its facilities or construct new facilities for new Non-Core Gas Customers seeking such service.
2. In no event shall the Company be obligated to incur any additional costs for additional facilities necessary to provide transportation hereunder. Nonetheless, in the event the Company elects to incur such costs, the costs of any additional facilities, including but not limited to any necessary telemetering equipment, that in the Company's sole judgment are required or must be incurred by the Company to provide transportation service, shall be the sole responsibility of the Customer, and shall be payable in full prior to the initiation of service hereunder.

Issued by: Rudolph L. Wynter, President, Brooklyn, New York

PSC NO: 12 GAS

LEAF: 379

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 5

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION: 4

STAMPS:

SERVICE CLASSIFICATION No. 18 – Continued**I. SPECIAL PROVISIONS FOR ALL NON-CORE GAS CUSTOMERS (continued)**

3. Whenever the Customer's account with the Company becomes delinquent and/or the Customer has failed to deliver gas to the Company for the Customer's account, the Company shall have the right to request and the Customer, upon such request, shall provide the Company, for its review, copies of all contracts between the Customer and third parties providing for the purchase of pipeline capacity by such Customer. The Customer should redact all information deemed confidential, provided however, that all such contracts shall assure, in a manner satisfactory to the Company, reliable deliveries of sufficient quantities of gas for the Customer's account to meet the Customer's full hourly, daily or seasonal requirements for the term of service hereunder, unless otherwise agreed to in writing by the Company. The Company does not warrant the performance of such third parties under such contracts.
4. The Customer warrants that it will have good and marketable right and title to all gas he or it tenders or causes to be tendered to the Company hereunder and such gas shall be free and clear of all liens, encumbrances and claims whatsoever. The Customer shall hold harmless and indemnify the Company against any adverse claim by a third party, and against any loss or cost incurred by the Company on account of any such liens, encumbrances and claims of third parties. In addition to any other rights the Company may have, in the event any adverse claim is asserted against the Company by a third party, the Company may, at its sole option, suspend the transportation of gas hereunder, until such claim is resolved to the Company's satisfaction.
5. Upon termination of service hereunder, the Customer may apply as a new applicant of the Company for gas service under the appropriate sales Service Classification as contained in the Company's Schedule for Gas Service, pursuant to the conditions for gas service contained therein.
6. Where a condition is experienced by the Customer that prevents the required switch over from gas, the Customer agrees to immediately notify the Company and to take immediate action to correct such condition, and to notify the Company when such condition has been corrected.

Issued by: Kenneth D. Daly, President, Brooklyn, New York

PSC NO: 12 GAS LEAF: 379.1
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 6
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 4
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

SERVICE CLASSIFICATION No. 18 – Continued

I. SPECIAL PROVISIONS FOR ALL NON-CORE GAS CUSTOMERS (continued)

7. Unauthorized Use Charge

- a) NCTS 18-22: Beginning two hours after a Company-initiated interruption and continuing for the duration of the interruption period, any gas consumed by a Customer in excess of two therms per hour without the express written authorization of the Company will be subject to an additional per therm charge of either (i) two times 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 were a transportation Customer, or (ii) nine times the applicable sales rate, whichever is lower. All charges are subject to all utility taxes and surcharges. Market Price is defined as the highest city gate delivered price of natural gas at Transco Zone 6 NY, Texas Eastern M3 or Iroquois Zone 2 on the days of interruption, as quoted by Platts' "Gas Daily" report. In the event of consumption of gas during such periods the Company will have the right to estimate the amount of such consumption for the purpose of imposing the additional charge. Such estimate may be based upon the average daily consumption during periods of authorized consumption or upon any other reasonable method, including but not limited to the use of telemetering equipment.
- b) NCTS 18-22: In addition to the above terms, a limited exception to the foregoing will apply if the Customer's failure to interrupt during a Company initiated interruption is due to a failure of Company-owned equipment that is not attributable to Customer. In such event, the Unauthorized Use Charge will only apply if the Customer fails to switch after the Company notifies the Customer to switch to its alternate fuel manually. The Customer will be subject to the Unauthorized Use Charge if the Company becomes aware that the Customer failed to interrupt gas service when required to do so because the Customer interfered with Company-owned equipment. In the event of consumption of gas during such periods, the Company will have the right to estimate the amount of such consumption for the purpose of imposing the additional charge. Such estimate may be based upon the average daily consumption during periods of authorized consumption or upon any other reasonable method including, but not limited to, the use of telemetering equipment.

Issued by: John Bruckner, President, Brooklyn, New York

PSC NO: 12 GAS

LEAF: 379.2

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 6

INITIAL EFFECTIVE DATE: 09/01/21

SUPERSEDING REVISION: 5

STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

SERVICE CLASSIFICATION No. 18 – Continued**I. SPECIAL PROVISIONS FOR ALL NON-CORE GAS CUSTOMERS (continued)**

7. Non-Compliance Charges for Equipment Failure and/or Inadequate Fuel on Hand:
Whenever the Company becomes aware that the Customer's equipment is incapable of switching to an alternate fuel and/or that the Customer does not have a reasonable amount of fuel on hand considering the time in the heating season, the Company will notify the Customer within forty-eight (48) hours that the violation must be corrected within ten (10) calendar days. It will be the responsibility of the Customer to contact the Company and provide proof that the violation has been corrected. Customers that receive notice from the Company regarding inadequate standby fuel and/or equipment failure that fail to supply the Company with proof that the violation has been corrected will be subject to a non-compliance per therm charge equal to 130% of the applicable month's posted Non-Firm Demand Response Transportation Rate, SC 18-22, whichever is applicable. Such non-compliance charge, which will be subject to all applicable utility taxes and surcharges, will be in lieu of the otherwise applicable variable rate and will be effective for the billing period during which non-compliance becomes known, and for any subsequent periods until the Customer provides the Company with satisfactory proof that the violation has been corrected. Customers subject to this higher variable rate continue to be subject to all terms and conditions of this Service Classification. If a Customer's action during a specific interruption results in both non-compliance and Unauthorized Use charges being warranted, only the Unauthorized Use charges will be billed.

Issued by: Rudolph L. Wynter, President, Brooklyn, New York

PSC NO: 12 GAS

LEAF: 380

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 11

INITIAL EFFECTIVE DATE: 10/11/20

SUPERSEDING REVISION: 10

STAMPS: Issued in compliance with Order in Case 19-G-0371 dated August 14, 2020

SERVICE CLASSIFICATION No. 18 – Continued**I. SPECIAL PROVISIONS FOR ALL NON-CORE GAS CUSTOMERS (continued)**Non-Critical Care Customers:

- i. Required to apply for firm service;
- ii. Non-compliance charges will be incurred until remediation is complete or end of the winter season. Note: Beginning with the 2020/2021 winter season, non-compliance charges will start again on November 1st or the date the Company identifies the customer is still non-compliant, whichever date is later;
- iii. Required to submit a remediation plan. The Company will review and approve the plan within 30 days of submittal;
- iv. Required to provide proof that an efficiency audit was conducted within the last ten years or have one performed at the customer's expense;
- v. Required to install, at the customer's expense, a tank monitoring device that alerts the customer's fuel oil supplier of tank levels or an automatic shut-off valve; and
- vi. Agree to an unannounced on-site inspection of its alternate fuel facilities to verify ability to interrupt.

Critical Care Customers:

All of the requirements above for non-critical care customers apply to critical care customers, with the exception of the requirement to apply for firm service.

A critical care customer is any non-firm customer that provide life-saving or life-sustaining services, including the delivery of newborns (*i.e.*, hospitals providing critical care, nursing homes, correctional facilities, assisted living facilities, rehabilitation centers, homeless shelters or designated areas of refuge, identified on an annual basis by local or state governmental agencies), where public safety could be affected by a need to relocate the occupants. Public facilities, such as schools that are utilized as emergency shelters, will be designated "critical" only when used as emergency shelters or refuges. All other customers are considered non-critical care.

Issued by: John Bruckner, President, Brooklyn, New York

PSC NO: 12 GAS

LEAF: 381

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 6

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION: 5

STAMPS:

SERVICE CLASSIFICATION No. 18 – Continued**I. SPECIAL PROVISIONS FOR ALL NON-CORE GAS CUSTOMERS (continued)****9. Customer Failure (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.

10. The Company shall not be obligated to enter into a NCT Service Agreement with any party unless such party satisfies the credit requirements prescribed by each of the Customer's Transporters and provides the Company with documentation from the Transporter of such party's compliance with the Transporter's credit requirements. In addition to satisfying the Transporter's credit requirements, a Customer may at any time be required by the Company to provide further financial assurances, such as providing a letter of credit or other acceptable security. Furthermore, Customer shall have any ongoing obligation to notify the Company immediately of any change in financial circumstances that may result in non-compliance with the Transporter's requirements. These standards will not apply to Customers taking an aggregated service. The Company may terminate the NCT Service Agreement and if such a change does result in non-compliance with a Transporter's requirements, or if the Customer fails to provide the financial assurance required by the Company.

11. Customers who do not have remote metering devices will have their meters read on their cycle billing dates. However, bills for service rendered under this service classification shall be rendered monthly. Off- cycle bills rendered to such Customers may be based on the Company's estimate of the Customer's usage.

Issued by: Kenneth D. Daly, President, Brooklyn, New York

PSC NO: 12 GAS

LEAF: 381.1

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 4

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION: 3

STAMPS:

SERVICE CLASSIFICATION No. 18 – Continued**I. SPECIAL PROVISIONS FOR ALL NON-CORE GAS CUSTOMERS – continued**

12. The Company will provide NCT service only to Customers who enter into agreements with Sellers of gas who meet the following requirements:

a) If the Customer is a residential Customer:

- i) The contract between the Customer and its Seller must contain specific language advising the Customer of protections that have been waived under the Home Energy Fair Practices Act and Part 11 of the Commission's Regulations, 16 NYCRR §§11.1 et seq. The Seller must file its standard contract with the staff of the Consumer Services Division of the Public Service Commission.
- ii) The Seller that is an ESCO or Marketer must have an operational Customer complaint system and provide Customers with the Public Service Commission help and hotline numbers. The Seller must render bills that are clear and in plain language and submit sample copies of such bills to the Consumer Services Division of the Public Service Commission.
- iii) Sellers that are ESCOs or Marketers must have procedures in place to ensure that Customers receive adequate prior notice of termination of gas supply services. The procedures must provide that notifications be sent at least 15 days before the discontinuation of gas supply service to allow Customers the opportunity to pay the overdue bill or request service from another provider of gas.

b) If the Customer is a non-residential Customer:

- i) The contract between the Customer and a Seller that is an ESCO or Marketer must contain a statement advising the Customer of protections that have been waived under the Commission's Regulations, 16 NYCRR §§13.1 et seq. The Seller that is an ESCO or Marketer must file its standard contract with the staff of the Consumer Services Division of the Public Service Commission.
- ii) The Seller that is an ESCO or Marketer must establish a reasonable Customer dispute resolution process. Until such time as a dispute resolution process is developed and put into effect (a period no greater than 6 months) Sellers shall allow Customers to approach the Consumer Services Division of the Public Service Commission for resolution of such disputes.

Issued by: Kenneth D. Daly, President, Brooklyn, New York

PSC NO: 12 GAS

LEAF: 381.1.1

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION: 1

STAMPS:

SERVICE CLASSIFICATION No. 18 – Continued**I SPECIAL PROVISIONS FOR ALL NON-CORE GAS CUSTOMERS (continued)**

13. Any Customer receiving NCT service that wishes to return to sales service before the completion of the first year of Customer's NCT Service Agreement may apply for sales service like any other new applicant. If accepted for sales service by the Company, Customer shall be required to remain a sales service Customer for a minimum of one year.
14. The Company will permit Customers served under this service classification that act as their own Sellers to trade City Gate imbalances with Customers served under S.C. Nos. 17 and 18 that act as their own Sellers, and with Sellers providing service to a Pool under S.C. No. 19 pursuant to Special Provision No 6. of Leaf No. 411.
15. Notwithstanding anything else herein, any charges for which Seller is responsible under Service classification No. 19 shall not be Customer's responsibility under this Service Classification No. 18 unless Customer is acting as his own Seller. In the event of any conflict between the terms and conditions of this Service Classification No. 18 and the terms and conditions of Service Classification No. 19, the terms and conditions of Service Classification No. 19 shall govern.

Issued by: Kenneth D. Daly, President, Brooklyn, New York

PSC NO: 12 GAS LEAF: 381.2
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 7
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 5
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

SERVICE CLASSIFICATION No. 18 – Continued

J. SPECIAL PROVISIONS FOR NCTS 18-22

1. General

- a) Unless otherwise expressly authorized by the Company in writing, the "alternate fuel" hereunder will be No. 2 fuel oil.
- b) The "Local Outside Temperature" for the purposes of a local switchover will be the temperature as measured outside of the Customer's premises.
- c) The "LaGuardia Airport Temperature" for the purposes of a Company-initiated interruption will be the temperature measured by the National Weather Service at LaGuardia Airport.
- d) The "Designated Temperature(s)" will be the temperatures set annually prior to the winter season by the Company for each tier. The Company reserves the right to adjust this temperature setting, based on system needs, with a minimum forty-eight (48) hours' notice to Customers. There will be a "Designated Interruption Temperature" for each tier when a Customer's equipment will be switched over to an alternate fuel and a "Designated Resumption Temperature" for each tier when the Customer's equipment may be switched back to natural gas.
- e) The Company reserves the right to install and operate such local and remote telemetering/control switching devices as may be necessary to allow for the immediate switchover between gas service and alternate fuel usage, as provided for under this Service Classification.
- f) The following Riders may be applied to this Service Classification:
Rider C - Area Development Rate
Rider D - Business Incentive Rate
- g) If at midday LaGuardia Airport Temperatures are forecast by the National Weather Service for the following day to be equal to or below the Designated Interruption Temperature, the Company will endeavor to provide notification to Customers utilizing the Communications Protocol stated within this service classification.

Issued by: John Bruckner, President, Brooklyn, New York

PSC NO: 12 GAS LEAF: 382
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 8
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 6
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

SERVICE CLASSIFICATION No. 18 – Continued

J. SPECIAL PROVISIONS FOR NCTS 18-22 (continued)

1. Company Responsibility:

- a. The Company reserves the right to accept only such applications under this Service Classification as will, in the Company's sole judgment, permit it to dispose of the gas it has available for sale without requiring an unreasonable or uneconomic extension of facilities.
- b. Control devices, whether automatic or semi-automatic, will be set at the Designated Temperatures. The Company will notify Customers of the current Designated Temperatures prior to the start of each winter.
- c. The Company will be responsible for the maintenance of Company-owned equipment. This equipment is identified as the meter, the remote switchover and meter reading equipment, and all associated wiring and relays associated with that equipment.

2. Customer Responsibility:

- a. It is understood and agreed that as a condition of service hereunder Customers are required to transfer their fuel supply from gas to an alternate fuel source when the Local Outside Temperature reaches the Designated Interruption Temperature or there is a Company-initiated interruption, whichever occurs first.
- b. Unless otherwise expressly authorized by the Company in writing, a supply of alternate fuel sufficient to meet the Customer's fuel consumption needs for a period of ten (10) days is the minimum required standby alternate fuel supply at the beginning of the heating season.
- c. Customer will at all times maintain dual-fuel equipment and a sufficient standby alternate fuel supply throughout the heating season in the event that transfer off of natural gas is required pursuant to this Service Classification.
- d. Such dual-fuel equipment and all associated control devices, the installation and the subsequent operation thereof will be subject to the Company's inspection and requirements.

Issued by: John Bruckner, President, Brooklyn, New York

PSC NO: 12 GAS LEAF: 383
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 9
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 7
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

SERVICE CLASSIFICATION No. 18 – Continued

J. SPECIAL PROVISIONS FOR NCTS 18-22 (continued)

3. Customer Responsibility: (continued)

- e. Customer agrees to be solely responsible for the service, maintenance, repair and upkeep of all Customer-owned equipment, including dual-fuel equipment and all associated control devices. The Customer will not be responsible to maintain or repair Company-owned equipment. In maintaining or repairing its own equipment, however, Customer will be responsible to avoid damage to or disconnection of Company-owned equipment and to notify Company immediately of any such event. Customers with semi-automatic equipment are responsible for maintaining an alarm notifying them that the Designated Interruption Temperature has been reached and that a switchover to an alternate fuel is necessary. The Company assumes no responsibility for the adequacy of standby facilities and will not be liable for any loss, damage or expense, direct or indirect that may be incurred by the Customer or others in connection with or as a result of any curtailment or discontinuance of gas service pursuant to this Rate Schedule.
- f. The Customer agrees to permit access by the Company's employees or representatives at any time to the Customer's premises for the purposes of (i) inspection and testing all dual-fuel equipment and associated control devices, (ii) the measurement and verification of dual-fuel consumption and (iii) any necessary maintenance or repair of Company-owned equipment
- g. The Customer agrees that the Company may measure fuel consumption in any reasonable manner, including but not limited to automatic recording devices ("telemetry").
- h. If any control device fails to switch over to the alternate fuel when the Local Outside Temperature or the LaGuardia Airport Temperature, whichever is first to do so, reaches the Designated Interruption Temperature, the Customer will immediately switch manually from the use of gas to the alternate fuel. No malfunction or failure of any control equipment or devices will excuse Customer from complying with this or any of its obligations under this Rate Schedule.

Issued by: John Bruckner, President, Brooklyn, New York

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 09/01/21
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

LEAF: 384
REVISION: 12
SUPERSEDING REVISION: 11

SERVICE CLASSIFICATION No. 18 – Continued

J. SPECIAL PROVISIONS FOR NCTS 18-22 (continued)

3. Customer Responsibility: (continued)

- i. Regardless of whether the Designated Interruption Temperature has been reached in any location, the Company may, at its discretion, exercised to preserve service to firm Customers, remotely switch over the Customer's equipment to an alternate fuel or, in the case of Customers with semi-automatic equipment, send an alarm to the Customer's premises instructing them to manually switch over their equipment. In such circumstances, Customer agrees to immediately manually switch from the use of gas to the alternate fuel at any time and the Customer will not switch back to gas until notified by the Company.
- j. Customer will have responsible personnel available to receive and act upon notices from the Company 24 hours a day, 7 days a week, including holidays.
- k. The alternate fuel requirements can be waived if a Customer provides an affidavit that the customer is able to cease natural gas consumption during interruption events, including the annual test.

4. Company-Initiated Interruptions

- a. Tier 1: Customers with Fully Automatic Equipment:
For Customers with automatic equipment, when the Company receives a report that the LaGuardia Airport Temperature has reached the Designated Interruption Temperature, the Company will remotely switch over the Customers' equipment to an alternate fuel ("Company initiated interruption"). The Company will endeavor to provide Customers with advance notice of potential interruptions utilizing the Communications Protocol stated within this service classification. If there is a remote switch over (even if the Customer had already been switched over because the Local Outside Temperature had already reached the Designated Interruption Temperature), there will be a remote switch over of the Customers' equipment back to natural gas once the LaGuardia Airport Temperature reaches the Designated Resumption Temperature. If there was no remote switch over and the Customer's equipment switched over because the Local Outside Temperature reached the Designated Interruption Temperature, the Customer's equipment will be switched back to natural gas once the Local Outside Temperature reaches the Designated Resumption Temperature.

Issued by: Rudolph L. Wynter, President, Brooklyn, New York

PSC NO: 12 GAS LEAF: 385
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 10
INITIAL EFFECTIVE DATE: 11/22/21 SUPERSEDING REVISION: 9
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

SERVICE CLASSIFICATION No. 18 – Continued

J. SPECIAL PROVISIONS FOR NCTS 18-22 (continued)

4. Company-Initiated Interruptions: (continued)

b. Tier 2: Customers without Fully Automatic Equipment

When the Company receives a report that the LaGuardia Airport Temperature has reached the Designated Interruption Temperature for Tier 2 Customers, the Company will remotely switch over the Customers' equipment to an alternate fuel or remotely activate an alarm for the semi-automatic Customer sites notifying such Customers to manually switchover to an alternate fuel ("Company initiated interruption") as well as notify customers that have to switchover their equipment manually when the LaGuardia Airport Temperature forecast is within five degrees of the Designated Interruption Temperature. The Company will endeavor to provide Customers with advance notice of potential interruptions utilizing the Communications Protocol stated within this service classification. If the alarm was activated remotely, the Customer may manually switch back to natural gas once the LaGuardia Airport Temperature reaches the Designated Resumption Temperature for Customers with semiautomatic equipment. If the Local Outside Temperature reached the Designated Interruption Temperature and the Designated Interruption Temperature had not been reached at LaGuardia Airport, the Customer may manually switch back to natural gas once the Local Outside Temperature reaches the Designated Resumption Temperature.

K. SPECIAL PROVISIONS FOR ELECTRIC GENERATORS

1. Special provisions applicable to electric generators under this service classification are set forth in the Special Provisions section of Service Classification No. 20.

Issued by: Rudolph L. Wynter, President, Brooklyn, New York

SERVICE CLASSIFICATION No. 18 – Continued

Issued by: Kenneth D. Daly, Chief Financial Officer, Brooklyn, New York

PSC NO: 12 GAS

LEAF: 387

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 3

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION: 2

STAMPS:

RESERVED FOR FUTURE USE

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

Effective date postponed to 08/01/2015. See Supplement No. 72.

PSC NO: 12 GAS

LEAF: 388

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 3

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION: 2

STAMPS:

RESERVED FOR FUTURE USE

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PSC NO: 12 GAS

LEAF: 389

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 3

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION: 2

STAMPS:

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PSC NO: 12 GAS

LEAF: 390

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 5

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SUPERSEDING REVISION: 4

STAMPS:

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PSC NO: 12 GAS

LEAF: 391

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 3

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SUPERSEDING REVISION: 2

STAMPS:

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PSC NO: 12 GAS

LEAF: 392

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION: 1

STAMPS:

RESERVED FOR FUTURE USE

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PSC NO: 12 GAS

LEAF: 393

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION: 1

STAMPS:

RESERVED FOR FUTURE USE

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

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PSC NO: 12 GAS

LEAF: 394

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 3

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION: 2

STAMPS:

RESERVED FOR FUTURE USE

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

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PSC NO: 12 GAS

LEAF: 395

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 3

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION: 2

STAMPS:

RESERVED FOR FUTURE USE

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

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PSC NO: 12 GAS

LEAF: 396

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 5

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION: 4

STAMPS:

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Issued by: Kenneth D. Daly, President, Brooklyn, New York

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PSC NO: 12 GAS

LEAF: 397

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 3

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION: 2

STAMPS:

RESERVED FOR FUTURE USE

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

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PSC NO: 12 GAS

LEAF: 398

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION: 1

STAMPS:

RESERVED FOR FUTURE USE

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

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PSC NO: 12 GAS

LEAF: 399

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION: 1

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

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PSC NO: 12 GAS LEAF: 400
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 11
INITIAL EFFECTIVE DATE: 05/01/16 SUPERSEDING REVISION: 10
STAMPS: Issued in compliance with Order in C. 14-G-0331 and C. 06-G-1185 dated 10/23/14

SERVICE CLASSIFICATION No. 19
SELLER TRANSPORTATION AGGREGATION SERVICE

A. DEFINITIONS

Aggregate Daily Imbalance Percentage – Applicable to Sellers participating in the Company's Daily Balancing Program. The Aggregate Daily Imbalance Percentage is calculated by subtracting: 1) the telemetered daily consumption grossed up for LAUF of the Seller's pool from: 2) the quantity of gas the Seller delivers to the city gate for the pool and dividing this difference by: 3) the telemetered daily consumption grossed up for LAUF of the pool.

Capacity Release – Pipeline transportation capacity and/or storage capacity released by the Company to Seller or Seller's Agent participating in the Company's Mandatory Capacity Program in accordance with FERC regulations and/or the tariffs of the pipelines.

Company's Base Component – The non-temperature sensitive related sales reflected in dekatherms per day of the Company's: 1) sales customers served under SC 1, 2, 3, 4A, 4A-CNG, 4B, 7, 14, and 21; and 2) transportation customers served under SC 17.

Company's Slope Component – The temperature sensitive related sales reflected in dekatherms per Heating Degree Day of the Company's: 1) sales customers served under SC 1, 2, 3, 4A, 4A-CNG, 4B, 7, 14, and 21; and 2) transportation customers served under SC 17.

Daily Balancing Service – The Company provides daily balancing service to Sellers participating in the Daily Balancing Program to enable Sellers to match the quantity of gas consumed each day by the Sellers' Pool with the quantity of gas delivered by the Sellers.

Core Daily Delivery Quantity (Core DDQ) – Applicable to Sellers participating in the Company's Core Monthly Balancing Program. The Core DDQ represents the total daily quantity of gas grossed up by the Factor of Adjustment the Seller is required by the Company to deliver to the Company's city gate to serve the estimated daily gas consumption of the Seller's Pool based on forecasted outside temperatures

Issued by: Kenneth D. Daly, President, Brooklyn, New York

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PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/14
STAMPS:

LEAF: 400.1
REVISION: 3
SUPERSEDING REVISION: 2

SERVICE CLASSIFICATION No. 19 - continued

A. DEFINITIONS - continued

Daily Cash Out Price – Applicable to Sellers participating in either the Company's Core or Non-Core Monthly Balancing Program or Daily Balancing Program reflected as a dollar per dekatherm price:

1. Core Monthly Balancing Program:

The simple average of the following interstate pipeline gas prices for the date of flow published in Platt's Gas Daily Price Guide, Daily Price Survey:

Transco – Transco Zone 6 NY mid-point price
Texas Eastern – Tx. Eastern M3 mid-point price
Iroquois – Iroquois Zone 2 mid-point price

2. Non-Core Monthly Balancing Program:

The Transco Zone 6 NY mid-point price for the date of flow published in Platt's Gas Daily Price Guide, Daily Price Survey.

3. Daily Balancing Program:

A weighted average price determined for each Seller proportionate to the amount of gas that the Seller delivers on each interstate pipeline to the Company's city gate.

The interstate pipeline gas prices used to compute the Daily Cash Out Price are obtained from Platt's Gas Daily Price Guide, Daily Price Survey for date of flow as follows:

Transco – Transco Zone 6 NY mid-point price
Texas Eastern – Tx. Eastern M3 mid-point price
Iroquois – Iroquois Zone 2 mid-point price
Tennessee – Tx. Eastern M3 mid-point price

Issued by: Kenneth D. Daly, President, Brooklyn, New York

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 12/13/21
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LEAF: 400.2
REVISION: 4
SUPERSEDING REVISION: 3

SERVICE CLASSIFICATION No. 19 - continued

A. DEFINITIONS - continued

Daily Imbalance Quantity – Applicable to Sellers participating in the Company's Daily Balancing Program. The Daily Imbalance Quantity represents the difference between the quantity of gas the Seller delivers to the city gate for the pool and the telemetered daily consumption grossed up for LAUF of the pool. A negative daily imbalance results when the pool consumes more gas than is delivered. A positive daily imbalance results when the pool consumes less gas than is delivered.

Daily Imbalance Tolerance (DIT) – Equal to +/- 5%. Applicable to Sellers participating in the Company's Daily Balancing Program.

Daily Transportation Quantity – Pursuant to Service Classification Nos. 17 and 18, the quantity of gas to be tendered by Seller at the Receipt Point for the customer's account on any day.

Energy Service Company (ESCO) – An entity eligible to sell natural gas to the Company's transportation customers served under Service Classification Nos. 17 and 18. ESCOs may also sell other energy supplies and energy related services to customers.

Gas Cost Year – The 12-month period beginning September 1st and ending August 31st of each year.

GTOP Manual – The Company's Gas Transportation Operating Procedures Manual issued in compliance with Order in Case 97-G-1380 issued December 21, 1999 that describes the operating procedures associated with the Company's firm and non-firm demand response transportation service.

Load Factor – The ratio of: 1) the average daily normalized annual consumption of the Seller's Pool to 2) the estimated peak day consumption of the Seller's Pool.

Issued by: Rudolph L. Wynter, President, Brooklyn, New York

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/14
STAMPS:

LEAF: 401
REVISION: 8
SUPERSEDING REVISION: 7

SERVICE CLASSIFICATION No. 19 - continued

A. DEFINITIONS - continued

Monthly Cash Out Price – Applicable to Sellers participating in either the Company's Core or Non-Core Monthly Balancing Program or Daily Balancing Program reflected as a dollar per dekatherm price.

1. Core Monthly Balancing Program:

The simple average of the Daily Cash Out Prices in effect during the month.

2. Non-Core Monthly Balancing Program:

The Transco Zone 6 NY Index published at the start of each month in the Platt's Gas Daily Price Guide, Market Center Spot Gas Prices for the Northeast.

3. Daily Balancing Program:

Determined for each Seller based on the simple average of the Daily Cash Out Prices that were in effect during the month.

Non-Core Daily Delivery Quantity (Non-Core DDQ) – Applicable to Sellers participating in the Company's Non-Core Monthly Balancing Program. The Non-Core DDQ represents the total daily quantity of gas grossed up for LAUF the Seller is required by the Company to deliver each day to the Company's city gate to serve the estimated gas consumption of the Seller's Pool. Such quantity shall be determined at least monthly by the Company and is subject to the limitations, restrictions, and other provisions contained herein.

Pool – A group of one or more customers to whom a Seller is selling gas, who are receiving transportation service pursuant to Service Classification No. 17 or Service Classification No. 18, whose gas usage is aggregated by the Seller for the purpose of providing service under this Service Classification.

Issued by: Kenneth D. Daly, President, Brooklyn, New York

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 12/13/21
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

LEAF: 402
REVISION: 8
SUPERSEDING REVISION: 7

SERVICE CLASSIFICATION No. 19 – continued

A. DEFINITIONS - continued

Seller – A Seller is either: 1) an ESCO or Marketer that meets the Seller qualifications under Service Classification No. 19 and is selling gas to a Pool; or 2) a Core or Non-Core Customer who is qualified to purchase natural gas and deliver it to the Company's city gate on his own behalf pursuant to Service Classification No. 19.

Seller's Agent – An ESCO or Marketer that is designated as agent by the Seller, to whom the Company will release capacity on behalf of the Seller, in order for the Seller to serve his pool's demand .

Seller's Base Component – The non-temperature sensitive related sales reflected in dekatherms per day of the Seller's Pool of transportation customers served under SC 17.

Seller's Slope Component – The temperature sensitive related sales reflected in dekatherms per Heating Degree Day of the Seller's Pool of transportation customers served under SC 17.

Seller Service Agreement – The agreement between the Company and Seller to provide service under this Service Classification, the form of which is included in this Schedule for Gas Service, and the term of which shall be for a period of no less than twelve months.

Swing Service – The Company provides swing service under the Non-Core Monthly Balancing Program to manage imbalances that arise when weather deviates from normal and the quantity of gas actually consumed by the Seller's Pool differs from the quantity of gas delivered by the Seller to the Pool. The Company will rely on upstream pipeline, storage, peaking and supply assets to provide the Swing Service.

Transporter – An interstate and/or intrastate pipeline transporting gas to the city gate points of receipt on the Company's delivery system for the Pool's account.

Issued by: Rudolph L. Wynter, President, Brooklyn, New York

PSC NO: 12 GAS LEAF: 403
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 19
INITIAL EFFECTIVE DATE: 01/01/17 SUPERSEDING REVISION: 18
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated December 16, 2016

SERVICE CLASSIFICATION No. 19 – continued

A. DEFINITIONS - continued

Weighted Average Cost of Capacity (“WACOC”) – the unitized weighted average cost forecasted to be in effect for the upcoming month of: 1) the Company’s Pipeline Transporters’ Fixed Costs for firm domestic and unbundled Canadian pipeline transportation capacity used to deliver flowing gas supplies to the city gate, excluding transportation capacity used to deliver gas withdrawn from storage, plus 2) the fixed costs or basis premium of the Company’s bundled city gate winter supply contracts. The WACOC will be updated as required to reflect changes to rates and prices.

Weighted Average Cost of Storage Capacity (“Storage WACOC”) – the unitized weighted average cost of the Company’s Fixed Costs for Storage Assets and the associated transportation assets to deliver gas withdrawn from storage to the Company’s city gates, which will also include an allocation of the revenues/credits arising from asset management agreements (“AMAs”) equivalent to the ESCO customers’ proportionate responsibility for the upstream storage services provided by the Company that is subject to the AMAs that result in the revenues/credits. The Company will also include any other revenues/credits that are associated with the ESCO customers’ proportionate responsibility of upstream storage services provided by the Company. The Storage WACOC will be updated as required to reflect changes to underlying interstate pipeline and storage provider rates.

B. APPLICABLE TO USE OF AGGREGATED TRANSPORTATION SERVICE FOR:

Any Seller requesting to sell gas to a Pool, provided that (1) the total average annual normalized consumption of the Pool is at least 50,000 therms, (2) each Customer in the Pool has executed a transportation service agreement with the Company under SC Nos. 17 or 18, (3) Seller and the Company have executed a mutually agreed upon Seller's Service Agreement and (4) each Customer in the Pool has signed an agreement with the Seller to purchase gas from the Seller. The agreement between the Seller and Customer must include the name and address of the Customer, the Customer's Brooklyn Union account number, the term of the agreement, the Customer's signature, and the additional information set forth in the Special Provisions.

Each Pool shall be comprised of Customers belonging to a single Service Classification. To the extent applicable to Customers in a Pool, the terms and conditions under S.C. Nos. 17 and 18, as the case may be, shall remain in full force and effect.

Seller may add customers to, or delete customers from, a Pool on the first day of each month, provided that the Seller has notified the Company of such change as instructed by the Uniform Business Practices for Retail Access Section 5.D. The Company shall recalculate the requirements of the Pool to determine the revised rates, charges and other requirements applicable as a result of the change.

Issued by: Kenneth D. Daly, President, Brooklyn, New York

PSC NO: 12 GAS LEAF: 404
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 12
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 10
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

SERVICE CLASSIFICATION No. 19 – continued

C. CHARACTER OF SERVICE

Firm, non-firm demand response aggregated transportation, balancing and swing service, as determined by the Character of Service provisions of the sales service classification corresponding to the applicable transportation service classification for the Customers in the Pool, which provisions are incorporated herein by reference. Subject to the provisions of this Service Classification, the Company will transport gas, owned by the Pool, that meets the quality specifications hereof from the Company's city gate points of receipt as described in the GTOP Manual to specified delivery points on the Company's existing facilities at the point of service for each Customer in the Pool.

The Company shall control the dispatch of gas received for transportation.

D. QUALIFICATION OF SELLER

For qualification requirements please refer to the Uniform Business Practices for Retail Access Section 3 - Creditworthiness.

E. STATEMENT OF SELLER CHARGES AND ADJUSTMENTS

Sellers shall pay rates and charges as set forth on the Statement of Seller Charges and Adjustments which shall be filed by the Company with the Commission not less than four business days following the last day of each month.

The Statement of Seller Charges and Adjustments shall contain the following charges:

1. Swing Service Demand Charge

Applicable to Sellers participating in the Company's Non-Core Monthly Balancing Program that serve SC 18-22 customers (excluding electric generators).

The Swing Service Demand Charge is a per dekatherm charge of the cost of firm pipeline transportation capacity, storage capacity and supply contracts the Company uses to provide swing service to Sellers serving SC 18-22 customers under the Non-Core Monthly Balancing Program.

Issued by: John Bruckner, President, Brooklyn, New York

PSC NO: 12 GAS

LEAF: 405

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 15

INITIAL EFFECTIVE DATE: 11/01/17

SUPERSEDING REVISION: 14

STAMPS:

SERVICE CLASSIFICATION No. 19 – continued**2. Daily Balancing Service Demand Charge**

a) Daily Balanced Non-Core Transportation

Applicable to Sellers participating in the Company's Daily Balancing Program that serve SC 18 customers (excluding electric generators).

b) Electric Generator Non-Core Transportation

Applicable to electric generators, or to Sellers that serve electric generators, taking service under SC 18 or SC 20.

The Daily Balancing Service Demand Charge is a per dekatherm charge of the cost of firm capacity the Company uses to provide daily balancing calculated in the manner approved in Case 16-G-0059.

3. Average Fixed Cost Credits

Average Fixed Cost Credits are applicable to Sellers serving transportation customers served under Service Classification No. 17. The Average Fixed Cost Credits are determined in accordance with Rule 33.B.4 in General Information.

4. Daily Cash Out Prices

Applicable to Sellers participating in either the Company's Core or Non-Core Monthly Balancing Program or Daily Balancing Program reflected as a dollar per dekatherm price.

a) Core Monthly Balancing Program:

The simple average of the following interstate pipeline gas prices for the date of flow published in Platt's Gas Daily Price Guide, Daily Price Survey:

Transco – Transco Zone 6 NY mid-point price
Texas Eastern – Tx. Eastern M3 mid-point price
Iroquois – Iroquois Zone 2 mid-point price

Issued by: Kenneth D. Daly, President, Brooklyn, New York

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 01/01/17
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated December 16, 2016

LEAF: 405.1
REVISION: 3
SUPERSEDING REVISION: 2

SERVICE CLASSIFICATION No. 19 – continued

b) Non-Core Monthly Balancing Program:

The Transco Zone 6 NY mid-point price for the date of flow published in Platt's Gas Daily Price Guide, Daily Price Survey and is reflected as a per dekatherm price.

c) Daily Balancing Program:

A weighted average price determined for each Seller proportionate to the amount of gas that the Seller delivers on each interstate pipeline to the Company's city gate.

The interstate pipeline gas prices used to compute the Daily Cash Out Price are obtained from Platt's Gas Daily Price Guide, Daily Price Survey for date of flow as follows:

Transco – Transco Zone 6 NY mid-point price
Texas Eastern – Tx. Eastern M3 mid-point price
Iroquois – Iroquois Zone 2 mid-point price
Tennessee – Tx. Eastern M3 mid-point price

5. Daily Cash Out Penalties

Applicable to Sellers participating in the Company's Core or Non-Core Monthly Balancing Program.

a) City Gate Balancing Penalty Charge: \$25.00 per dekatherm

1) Core Monthly Balancing Program

Charged on any day that the total quantity of gas delivered to the city gate by the Seller is less than the Seller's Core DDQ.

2) Non-Core Monthly Balancing Program

Charged on any day that the total quantity of gas delivered to the city gate by the Seller is less than 98% of the Seller's Non-Core DDQ.

Issued by: Kenneth D. Daly, President, Brooklyn, New York

PSC NO: 12 GAS LEAF: 405.2
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 3
INITIAL EFFECTIVE DATE: 01/01/17 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated December 16, 2016

SERVICE CLASSIFICATION No. 19 – continued

b) Operational Flow Order (“OFO”) Penalty Charge: \$50.00 per dekatherm

1) Core Monthly Balancing Program

Charged on any day the Company issues an OFO and the total quantity of gas delivered to the city gate by the Seller is less than the Seller’s Core DDQ.

2) Non-Core Monthly Balancing Program

Charged on any day the Company issues an OFO and the total quantity of gas delivered to the city gate by the Seller is less than 98% of the Seller’s Non-Core DDQ.

6. Monthly Cash Out Prices

Applicable to Sellers participating in either the Company’s Core or Non-Core Monthly Balancing Program or Daily Balancing Program reflected as a dollar per dekatherm price.

a) Core Monthly Balancing Program:

The simple average of the Daily Cash Out Prices in effect during the month.

b) Non-Core Monthly Balancing Program:

The Transco Zone 6 Index published at the start of each month in the Platt’s Gas Daily Price Guide, Market Center Spot Gas Prices for the Northeast.

c) Daily Balancing Program:

Determined for each Seller based on the simple average of the Daily Cash Out Prices in effect during the month.

7. Mandatory Capacity Program

Applicable to Sellers participating in the Company’s Mandatory Capacity Program.

Issued by: Kenneth D. Daly, President, Brooklyn, New York

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 05/01/16
STAMPS: Issued in compliance with Order in C. 14-G-0331 and C. 06-G-1185 dated 10/23/14

LEAF: 406
REVISION: 16
SUPERSEDING REVISION: 15

SERVICE CLASSIFICATION No. 19 – continued

a) Tier 1 – Pipeline Capacity Release

Weighted Average Cost of Capacity (“WACOC”) - is a per dekatherm capacity price determined in accordance with Leaf No. 403.

b) Tier 2A – Physical Storage Capacity Release

Weighted Average Cost of Storage Capacity (“Storage WACOC”) is a per dekatherm capacity price determined in accordance with Leaf No. 403.

Tier 2A Physical Storage Transfer Price – is a per dekatherm commodity price equal to the Company’s weighted average commodity cost of gas in underground storage.

c) Tier 2B – Retail Access Storage

Weighted Average Storage Inventory Price is a per dekatherm commodity price equal to the Company’s weighted average commodity cost of gas in underground storage.

Tier 2B Demand Price – is a per dekatherm monthly capacity price determined in accordance with Leaf No. 407.2.

Tier 2B Commodity Price – is a per dekatherm variable price determined in accordance with Leaf No. 407.2.

d) Tier 3 – Peaking Service

Tier 3 Commodity Price is a per dekatherm variable price determined in accordance with Leaf No. 407.3.

8. Merchant Function Charges

Applicable to Sellers participating in the Company’s Purchase of Receivables (POR) Program.

a) Commodity-Related Credit and Collection Expenses

The Commodity-Related Credit and Collection Expenses is a per dekatherm charge applicable to Sellers who participate in the Company’s Purchase of Receivables program. This charge shall be determined in accordance with the methodology described on Leaf No. 79.3.

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PSC NO: 12 GAS

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COMPANY: THE BROOKLYN UNION GAS COMPANY

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STAMPS:

SERVICE CLASSIFICATION No. 19 – continued

- b) Commodity-Related Credit and Collection Expenses Annual Imbalance Surcharge / Refund

The Commodity-Related Credit and Collection Expenses Annual Imbalance Surcharge or Refund is a per dekatherm surcharge to recover Commodity-Related Credit and Collection Expense undercollections or refund Commodity-Related Credit and Collection Expense overcollections each Gas Cost Year from Sellers participating in the Company's POR program. This charge shall be determined in accordance with the methodology described on Leaf No. 79.10.

9. Lost and Unaccounted For Gas (LAUF)
A percentage LAUF described on General Information Leaf No. 69.

F. CORE MONTHLY BALANCING PROGRAM

Sellers serving customers taking transportation service under SC 17 must participate in the Company's Core Monthly Balancing Program.

The following provisions are applicable to the Core Monthly Balancing Program:

1. Delivery Quantity

The Seller will compute its Core DDQ each day by applying the Seller's Base Component and Seller's Slope Component to the forecasted daily outside temperatures. The Company will provide the Seller the Seller's Base Component and Seller's Slope Component prior to the start of each month.

The Seller will be obligated to deliver an amount equal to the Core DDQ to the Company's City Gate unless otherwise notified by the Company.

The Seller will provide to the Company notice of the natural gas scheduled for delivery at the City Gate by interstate and/or intrastate pipeline for each day. The scheduled nomination must equal Seller's Core DDQ.

The Company will not be obligated to accept any volumes that have been nominated by the Seller to the extent that such nomination exceeds Seller's Core DDQ

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SERVICE CLASSIFICATION No. 19 – continued

F. CORE MONTHLY BALANCING PROGRAM - continued

2. City Gate Balancing

Each day, Seller or Seller's Agent shall nominate and schedule deliveries of gas to the Company's city gate in an amount equal to the Seller's Core DDQ.

- a) In the event that the total quantity of gas delivered to the city gate is less than the Seller's Core DDQ, Seller shall pay a per therm amount equal to the Company's Daily Cash Out Price plus a City Gate Balancing Penalty Charge of \$25.00 per dekatherm multiplied by the difference between (i) the Seller's Core DDQ for such day and (ii) the total quantity of gas delivered by Seller to the Company on such day. However, when the Company issues an OFO, the Seller shall pay a per therm amount equal to the Company's Daily Cash Out Price plus an OFO Penalty Charge equal to \$50.00 per dekatherm.
- b) In the event that the total quantity of gas delivered to the city gate is more than the Seller's Core DDQ, and the Company at its discretion accepts the gas, the Company shall pay Seller a per therm amount equal to the Company's Daily Cash Out Price multiplied by the difference between (i) the quantity of gas delivered by Seller to the Company on such day and (ii) Seller's Core DDQ for such day.

3. Monthly Imbalance Account

At the end of each month, the Company will determine the balance in each Seller's Monthly Imbalance Account.

- a) The Company will first determine the total difference between the: 1) sum of the Seller's Core DDQs for the month and 2) the actual monthly consumption grossed up for LAUF of the Seller's Pool.
- b) The Company will then perform an end-of-month weather true-up adjustment to account for the difference between actual and forecasted outside daily temperatures during the month and the impact of this temperature difference on the Seller's total monthly delivery quantity. The weather true-up adjustment will be handled as a net increase or decrease to the Seller's Tier 2 Retail Access Storage inventory balance.

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SERVICE CLASSIFICATION No. 19 – continued

F. CORE MONTHLY BALANCING PROGRAM - continued

3. Weather True-up (continued)
 - b) If the weather true-up adjustment exceeds the capability of the Seller's Tier 2B Retail Access Storage the Company will cash out such excess at the Daily Cash Out Price.

4. Monthly Imbalance Account

At the end of each month, the Company will determine the balance in each Seller's Monthly Imbalance Account by taking the difference between the: 1) sum of the Seller's Core DDQs adjusted for daily Weather True-ups for the month and 2) the actual monthly consumption grossed up for LAUF of the Seller's Pool.

The Seller will be responsible for eliminating this imbalance through monthly imbalance trading and/or cash out.

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SERVICE CLASSIFICATION No. 19 – continued

G. NON-CORE MONTHLY BALANCING PROGRAM

Sellers serving customers taking transportation service under SC 18 may elect to participate in either the Company's Non-Core Monthly Balancing Program or Daily Balancing Program.

Sellers that participate in the Company's Daily Balancing Program will be allowed to return to the Non-Core Monthly Balancing Program on a best efforts basis. If approved to switch by the Company, the Sellers's customers must remain in the Non-Core Monthly Balancing Program for at least 12 months.

The following provisions are applicable to the Non-Core Monthly Balancing Program:

1. Delivery Quantity

Each month, the Company shall determine the Seller's Non-Core DDQ and the Seller shall be obligated to deliver this amount each day to the Company's City Gate unless otherwise notified by the Company.

The Seller shall provide to the Company notice of the natural gas scheduled for delivery at the City Gate by pipeline transporters for each day of the succeeding month. The scheduled nomination must equal Seller's Non-Core DDQ.

The Company is not obligated to accept any volumes that have been nominated by the Seller to the extent that such nomination exceeds Seller's Non-Core DDQ.

2. Swing Service Demand Charge

The Company will utilize upstream assets and gas supply to manage differences between the quantity of gas delivered each day by the Seller and the quantity of gas actually consumed each day by Seller or Seller's Customers.

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SERVICE CLASSIFICATION No. 19 – continued

G. NON-CORE MONTHLY BALANCING PROGRAM - continued

2. Swing Service Demand Charge - continued

Sellers shall pay a swing service demand charge which is calculated by multiplying the per dekatherm 1) the Swing Service Demand Charge set forth on the Statement of Seller Charges and Adjustments; by 2) 1/12 of the Pool's annual normalized consumption.

3. City Gate Balancing

Each day, Seller or Seller's Agent shall nominate and schedule deliveries of gas to the Company's city gate in an amount equal to the Seller's Non-Core DDQ within a tolerance of $\pm 2\%$.

Sellers serving pools comprised of NCTS-18-22 customers shall be responsible for delivery each day to the Company, except when such transportation service has been interrupted by the Company for a full day in accordance with such service, of a quantity of natural gas equal to the Non-Core DDQ.

Sellers serving pools comprised of NCTS-22 customers shall be responsible for delivery each day to the Company, except when such transportation has been interrupted by the Company for a full day in accordance with such service or when the Seller elects to burn an alternate fuel for a full day, of a quantity of natural gas equal to the Non-Core DDQ. The Company will use reasonable efforts to provide customers 24 hours' notice of interruption.

- a) In the event that the total quantity of gas delivered to the city gate is less than 98% of the Seller's Non-Core DDQ, Seller shall pay a per therm amount equal to the Company's Daily Cash Out Price plus a City Gate Balancing Penalty Charge of \$25.00 per dekatherm multiplied by the difference between (i) 98% of the Seller's Non-Core DDQ for such day and (ii) the total quantity of gas delivered by Seller to the Company on such day. However, when the Company issues an OFO, the Seller shall pay a per therm amount equal to the Company's Daily Cash Out Price plus an OFO Penalty Charge equal to \$50.00 per dekatherm.

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SERVICE CLASSIFICATION No. 19 – continued

G. NON-CORE MONTHLY BALANCING PROGRAM - continued

3. City Gate Balancing - continued

- b) In the event that the total quantity of gas delivered to the city gate is more than 102% of the Seller's Non-Core DDQ, and the Company at its discretion accepts the gas, the Company shall pay Seller a per therm amount equal to the Company's Daily Cash Out Price multiplied by the difference between (i) the quantity of gas delivered by Seller to the Company on such day and (ii) 102% of Seller's Non-Core DDQ for such day.
- c) In the event that the Company interrupts service for at least one gas day to Seller's serving pools comprised of NCTS-22 customers and the Company accepts the Seller's gas deliveries to the city gate during that interruption, the Company shall purchase the Seller's gas at the Daily Cash Out Price.

4. Monthly Imbalance Account

At the end of each month, the Company will determine the balance in each Seller's Monthly Imbalance Account. This shall be done by: 1) adjusting the monthly quantity of gas delivered by the Seller to the Company's city gate to reflect any quantities that were cashed out daily during the month and 2) comparing the adjusted monthly delivery quantity to the Pool's monthly consumption grossed up for LAUF.

The Company shall adjust the monthly delivery quantity to reflect any quantities that were cashed out daily as follows:

- a) On days in which the quantity of gas delivered to the city gate is less than 98% of the Seller's Non-Core DDQ, the quantities cashed out shall be added to the Seller's monthly delivery quantity.
- b) On days in which the quantity of gas delivered to the city gate and accepted by the Company is greater than 102% of the Seller's Non-Core DDQ, the quantity cashed out shall be subtracted from the Seller's monthly delivery quantity.

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SERVICE CLASSIFICATION No. 19 – continued

H. DAILY BALANCING PROGRAM

Sellers serving customers taking transportation service under SC 18 may elect to participate in either the Company's Daily Balancing Program or Non-Core Monthly Balancing Program. In order to be eligible for the Daily Balancing Program, the Sellers' customers must have Automatic Remote Meter equipment installed at their premises as well as a dedicated communication link that will allow the Company to access the customer's meter readings periodically throughout the day. The customer is required to pay for the Automatic Remote Meter and dedicated communication link.

Sellers that participate in the Company's Daily Balancing Program will be allowed to return to the Non-Core Monthly Balancing Program on a best efforts basis. If approved to switch by the Company, the Sellers's customers must remain in the Non-Core Monthly Balancing Program for at least 12 months

The following provisions are applicable to the Daily Balancing Program:

1. Delivery Quantity

The Seller is responsible for estimating the consumption of his Pool and for determining the quantity of gas to be delivered to his Pool throughout the day. The Seller will have access to the telemetered consumption of the Pool three times each day and pursuant to Section V of the Company's GTOP manual will be expected to make intra-day nominations to align deliveries grossed up for LAUF with the Pool's actual consumption throughout the day.

Sellers serving pools comprised of NCTS-18-22 customers are responsible for delivering gas to the Company, except when such transportation service has been interrupted by the Company.

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STAMPS:

SERVICE CLASSIFICATION No. 19 – continued**H. DAILY BALANCING PROGRAM - continued****2. Daily Balancing Service Demand Charge**

The Company will utilize upstream assets and gas supply to manage differences between the quantity of gas delivered during the day by the Seller and the quantity of gas actually consumed during the day by the Seller's Pool.

Sellers shall pay a daily balancing service demand charge which is calculated by multiplying: 1) the Daily Balancing Service Demand Charge set forth on the Statement of Seller Charges and Adjustments; by 2) 1/12 of the Pool's annual normalized consumption.

3. Daily Cash Out

At the end of each day, the Company will determine the Aggregate Daily Imbalance Percentage for all Sellers participating in the Daily Balancing Program by subtracting: 1) the total telemetered daily consumption grossed up for LAUF of the daily balanced pools, from: 2) the total quantity of gas delivered to the city gate for those pools, divided by: 3) the total telemetered daily consumption grossed up for LAUF of the daily balanced pools.

The Company will then compare the Aggregate Daily Imbalance Percentage to the +/- 5% Daily Imbalance Tolerance (DIT).

a) If the Aggregate Daily Imbalance Percentage is within the +/-5% DIT then:

The Seller's daily imbalance quantity will be transferred to his Monthly Imbalance Account.

b) If there is a System Wide Positive Imbalance such that the Aggregate Daily Imbalance Percentage Exceeds the 5% DIT and

1) The Seller has a positive daily imbalance that is less than 5% then:

The Seller's positive daily imbalance quantity will be transferred to his Monthly Imbalance Account.

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SERVICE CLASSIFICATION No. 19 – continued

H. DAILY BALANCING PROGRAM - continued

- 2) The Seller has a positive daily imbalance (overdelivery) that exceeds 5% then:

The Seller's positive daily imbalance quantity shall be credited to the Seller at the following daily cash out prices:

0 to 5%	Transferred to the Monthly Imbalance Account
>5% to 10%	95% times the Daily Cash Out Price
>10% to 15%	90% times the Daily Cash Out Price
>15% to 20%	80% times the Daily Cash Out Price
>20%	50% times the Daily Cash Out Price

- 3) The Seller has a negative daily imbalance (underdelivery):

The Seller's negative daily imbalance quantity will be transferred to his Monthly Imbalance Account.

- c) If there is a System Wide Negative Imbalance such that the Aggregate Daily Imbalance Percentage Exceeds the -5% DIT and

- 1) The Seller has a negative daily imbalance that is less than -5%, then:

The Seller's negative daily imbalance quantity will be transferred to his Monthly Imbalance Account.

- 2) The Seller has a negative daily imbalance that exceeds -5% then:

The Seller's negative daily imbalance quantity will be purchased by the Seller at the following daily cash out prices:

0 to -5%	Transferred to the Monthly Imbalance Account
>-5% to -10%	105% of the Daily Cash Out Price
>-10% to -15%	110% of the Daily Cash Out Price
>-15% to -20%	120% Of the Daily Cash Out Price
>-20%	150% of the Daily Cash Out Price

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SUPERSEDING REVISION: 0

SERVICE CLASSIFICATION No. 19 – continued

H. DAILY BALANCING PROGRAM - continued

- 3) The Seller has a positive daily imbalance:

The Seller's positive daily imbalance quantity will be transferred to his Monthly Imbalance Account.

4. Monthly Imbalance Account

At the end of each month, the Company will determine the balance in each Seller's Monthly Imbalance Account. The balance will reflect: 1) any portion of the Seller's daily imbalance not subject to daily cash out and 2) any difference between the total monthly usage actually billed to the Seller's Pool grossed up for LAUF and the sum of the Pool's daily telemetered consumption volumes grossed up for LAUF.

I. MONTHLY IMBALANCE TRADING AND CASH OUT

Effective December 1, 2011, pursuant to Sections IV and V of the GTOP Manual, all Sellers will have the opportunity to reduce the balance in their Monthly Imbalance Accounts by trading monthly imbalances with other Sellers who have opposing monthly imbalance positions provided that: 1) Sellers that serve SC 17 customers are limited to trading among themselves, 2) Sellers that serve SC 18 customers and participate in the Company's Non-Core Monthly Balancing Program are limited to trading among themselves and 3) Sellers that serve SC 18 customers and participate in the Company's Daily Balancing Program are limited to trading among themselves.

1. Core or Non-Core Monthly Balancing Program

Once monthly imbalance trading is completed, any remaining Monthly Imbalances will be cashed out as follows:

- a) Negative Monthly Imbalances will be purchased by the Seller at the Monthly Cash Out Price.
- b) Positive Monthly Imbalances will be credited to the Seller at the Monthly Cash Out Price.

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SERVICE CLASSIFICATION No. 19 – continued

I. MONTHLY IMBALANCE TRADING AND CASH OUT - continued

2, Daily Balancing Program

Only monthly imbalance account volumes qualify for trading. Once monthly imbalance trading is completed, any remaining Monthly Imbalances will be cashed out as follows:

- a) The Monthly Cash Out Price for daily balancing will be calculated by summing all the daily cash out prices from the month and dividing by the number of prices.
- b) If the Monthly Imbalance Percentage is within the +/-5% Level then:
 - 1) Negative Monthly Imbalances will be purchased by the Seller at the Monthly Cash Out Price for daily balancing in a) above.
 - 2) Positive Monthly Imbalances will be credited to the Seller at the Monthly Cash Out Price for daily balancing in a) above.
- c) If the Monthly Imbalance Percentage is outside the +/-5% Level then:
 - 1) If the Seller has a positive monthly imbalance that exceeds 5% then:

The Seller's positive daily imbalance quantity shall be credited to the Seller at the following average cash out prices for the month:

>5% to 10%	95% of the Monthly Cash Out Price in a) above.
>10% to 15%	90% of the Monthly Cash Out Price in a) above.
>15% to 20%	80% of the Monthly Cash Out Price in a) above.
>20%	50% of the Monthly Cash Out Price in a) above.

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SERVICE CLASSIFICATION No. 19 – continued

I. MONTHLY IMBALANCE TRADING AND CASH OUT - continued

2. Daily Balancing Program - continued

2) If the Seller has a negative monthly imbalance that exceeds 5% then:

The Seller's negative daily imbalance quantity will be purchased by the Seller at the following average daily cash out prices for the month:

>-5% to -10%	105% of the Monthly Cash Out Price in a) above.
>-10% to -15%	110% of the Monthly Cash Out Price in a) above.
>-15% to -20%	120% Of the Monthly Cash Out Price in a) above.
>-20%	150% of the Monthly Cash Out Price in a) above.

J. MANDATORY CAPACITY PROGRAM

Sellers serving customers taking service under SC 17 must participate in the Company's Mandatory Capacity Program subject to the terms and conditions of this Service Classification and the Company's GTOP Manual. Sellers serving customers taking service under SC 18 are not eligible to participate in the Company's Mandatory Capacity Program. The Mandatory Capacity Program consists of four capacity tiers: 1) Tier 1 – Pipeline Capacity Release; 2) Tier 2A – Physical Storage Capacity Release; 3) Tier 2B – Retail Access Storage and 4) Tier 3 – Peaking Service. The Company also offers an optional Gulf Coast Storage capacity release as part of this program as described in the GTOP Manual.

1. Tier 1 – Pipeline Capacity Release

Subject to the conditions described below, the Company will release interstate and/or intrastate pipeline transportation capacity to the Seller or Seller's Agent each month of the Gas Year. The amount of pipeline transportation capacity released (the "Tier 1 Capacity Release Volume") will be determined each month as follows:

- a) The Company will first provide the Seller a share of the Company's pipeline transportation capacity equal to the Seller's Base Component multiplied by the Factor of Adjustment.

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SERVICE CLASSIFICATION No. 19 – continued

J. MANDATORY CAPACITY PROGRAM – continued

1. Tier 1 – Pipeline Capacity Release - continued

- b) The Company will then take the ratio of the Seller's Slope Component to the Company's Slope Component and multiply this ratio by the difference between: 1) the Company's pipeline transportation capacity and 2) the Company's Base Component to determine the remaining quantity of the Company's pipeline transportation capacity to be released to Sellers.
- c) The Tier 1 Pipeline Capacity Release Volume provided to each Seller is the sum of (a) and (b) above.

The Company will release pipeline transportation capacity on the "Selected Pipelines," as specified in the Company's GTOP Manual. Each month, the Company will recalculate the Seller's Base Component and Seller's Slope Component to reflect any changes to the number of customers in the Seller's Pool and the estimated consumption of the Pool. The computation of the Tier 1 Capacity Release Volume will be correspondingly updated each month to reflect changes to the Seller's Pool. If the Tier 1 Capacity Release Volume is insufficient to fully meet the requirements of the Seller's Pool during the summer months of May through October, the Company will increase the Tier 1 Capacity Release Volume each summer month, as required, to match the estimated load of the pool grossed up for LAUF. The Tier 1 capacity released on the Selected Pipelines will be at the Company's WACOC. The Seller or Seller's Agent is responsible for all fixed and variable costs associated with the released capacity. The Seller or Seller's Agent must deliver supply to the Company on the Selected Pipelines as specified in the GTOP manual.

2. Tier 2A – Physical Storage Capacity Release

- a) Release of Tier 2A - Physical Storage Capacity

The Company will release Physical Storage Capacity for each of the releasable physical storage contracts specified in the Company's GTOP to the Seller or Seller's Agent for each 12- month period starting May 1st. On a percentage basis, the Seller's Physical Storage Capacity levels will be identical to those of the Company on the release date.

The amount of Physical Storage Capacity released in each physical storage contract will be determined by multiplying: 1) the capacity of the storage contract by; 2) the ratio of the Seller's Slope Component to the

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SERVICE CLASSIFICATION No. 19 – continued

J. MANDATORY CAPACITY PROGRAM – continued

Company's Slope Component. The total Tier 2A Physical Storage Capacity Release Volume is equal to the sum of the quantities released in each physical storage contract.

The Physical Storage Capacity released will be at the Company's Storage WACOC. The Seller or Seller's Agent is responsible for all fixed and variable costs associated with the released Physical Storage Capacity

b) Transfer of Physical Storage Inventory

In conjunction with the initial physical storage capacity release in May 2016, the Company will transfer physical storage inventory that is available in each of the releasable storage contracts as of May 1st to the Seller or Seller's Agent. The amount of physical storage inventory transferred will be in proportion to: 1) the amount of physical storage capacity that is released to the Seller and 2) the amount of the Company's physical storage inventory that is available as of April 30th.

The Seller will pay the Company a Tier 2A Physical Storage Inventory Charge during the month of transfer determined by multiplying the Tier 2A Physical Storage Transfer Price by the amount of Physical Storage Inventory transferred to the Seller.

At the end of each 12 month period, when the Company adjusts the Physical Storage Capacity that will be released, the Company will only transfer Physical Storage Inventory to Sellers or Agents of Sellers who did not receive Physical Storage Capacity or Physical Storage Inventory Transfers 12 months earlier. These would be Sellers who were not serving Firm Monthly load at the time of the previous release.

c) Release of Transportation Capacity Associated with Physical Storage

In conjunction with the Physical Storage Capacity release the Company will release, to the Seller or the Seller's Agent, additional transportation capacity on each of the pipeline transportation contracts specified in the GTOP Manual. The amount of capacity released on each transportation contract will be in proportion to the amount of physical storage capacity that is released.

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SERVICE CLASSIFICATION No. 19 – continued

J. MANDATORY CAPACITY PROGRAM – continued

d) Minimum Storage Requirements

Sellers participating in Monthly Balancing Service will expected to maintain Minimum Storage Inventory Levels as specified in the GTOP.

e) Recall of Tier 2A Physical Storage Capacity and applicable Transportation Capacity

All Tier 2A releases will be made subject to recall if (i) a Seller fails to meet Minimum Storage Requirements as specified in the GTOP or (ii) if a Seller's Tier 2B Retail Access Storage capacity level drops to a point that is less than or equal to their released Tier 2A Physical Storage Capacity level.

Under both situations, the Company will recall the Tier 2A Physical Storage Capacity, and any additional transportation Pipeline Capacity that is associated with this Physical Storage Capacity.

Under situation (i), the Seller's customers will be returned to Sales service. Under situation (ii) the Seller shall receive only Tier 2B Retail Access Storage at a level that satisfies the total storage level warranted by their pool size.

Under both situations, the remaining inventory, up to an amount equal to the minimum storage inventory level as stated in GTOP, will be transferred to the Company and the Company shall pay the Seller an amount equal to the volume transferred times the Company's Tier 2A Physical Storage Inventory Price as of the month of transfer.

The Company will adjust the Seller's Tier 2B Retail Access Storage inventory by the amount purchased by the Company from Tier 2A Physical Storage inventory, provided this amount does not put the Tier 2B inventory level above the maximum level.

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SERVICE CLASSIFICATION No. 19 – continued

J. MANDATORY CAPACITY PROGRAM – continued

3. Tier 2B – Retail Access Storage

a) Quantity

The Company will provide Sellers Tier 2B Retail Access Storage each month from November 1st through April 30th. Prior to the start of each month, the Company will determine the quantity of Tier 2B Retail Access Storage to be provided each Seller by multiplying: 1) the ratio of the Seller's Slope Component to the Company's Slope Component. by; 2) the capacity associated with all of the Company's storage contracts that are not associated with physical storage release..

b) Monthly Charges

Tier 2B Demand Price

The Tier 2B Demand Price stated in dollars per dekatherm is a capacity price determined by adding: 1) the annual fixed costs of the Company's Retail Access Storage contracts in (a) above plus; 2) the fixed costs of the Company's pipeline transportation contracts required to refill these storage contracts for the period May through October plus; 3) the annual fixed costs of the Company's peaking service contracts used to provide Tier 3 Peaking Service and then dividing by; 4) the Company's quantity of Retail Access Storage.

Seller will pay each month from November 1st to April 30th a Tier 2B Demand Charge computed by multiplying: 1) the Tier 2B Demand Price by; 2) the Seller's Tier 2B Retail Access Storage capacity and then dividing by; 3) six.

Tier 2B Commodity Price

The Tier 2B Commodity Price stated in dollars per dekatherm is determined by adding: 1) the Company's weighted average storage inventory price plus 2) the variable unitized costs to withdraw and deliver this storage inventory to the city gate.

Seller will pay each month a Tier 2B Commodity Charge computed by multiplying: 1) the Tier 2B Commodity Price by; 2) the Tier 2B volumes the Seller delivers to the Company's city gate.

Issued by: Kenneth D. Daly, President, Brooklyn, New York

PSC NO: 12 GAS LEAF: 407.3
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 05/01/16 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with Order in C. 14-G-0331 and C. 06-G-1185 dated 10/23/14

SERVICE CLASSIFICATION No. 19 – continued

J. MANDATORY CAPACITY PROGRAM – continued

3. Tier 2B – Retail Access Storage - continued

- c) Nominations, Operations and Inventory Transfer

In accordance with the GTOP Manual.

- d) Creditworthiness Guidelines

Sellers that do not meet the creditworthiness guidelines set forth in the Uniform Business Practices will be required to prepay for the Tier 2B Retail Access Storage. Prepayment must be made via wire transfer or ACH payment no later than three (3) business days prior to the last day of the month preceding the month in which the Tier 2B Retail Access Storage is to be provided. The prepayment will be calculated by taking the product of 0.9 times the estimated price of Tier 2B Retail Access Storages for that month.

The prepayment amount will be trued up when actual cost of the Tier 2B Retail Access Storage is available and any adjustment will be made in the succeeding bill period. Sellers may elect to make alternative security arrangements consistent with the Uniform Business Practice to secure credit for the purchase of Tier 2B Retail Access Storage, provided that any such alternative security must be in place no less than 60 days before the November 1st start date of the Tier 2B Retail Access Storage service.

4. Tier 3 – Peaking Service

The Company will provide a Tier 3 Peaking Service to Sellers from November 1st to April 30th when the estimated consumption of the Seller's Pool exceeds the Seller's Tier 1 Capacity Release Volume, Tier 2A Physical Storage Capacity Release Volume and maximum Tier 2B Retail Access Storage withdrawal capacity.

The Company will determine the Tier 3 Peaking Service Price stated in dollars per dekatherm each day by weighting the following commodity prices using weighting percentages set forth in the GTOP Manual.

- a) The simple average of the following pipeline indices obtained from Platt's Gas Daily Price Guide, Daily Price Survey for date of flow:
Transco – Transco Zone 6 NY mid-point price
Texas Eastern – Tx. Eastern M3 mid-point price
Iroquois – Iroquois Zone 2 mid-point price

- b) The Company's LNG Inventory Price
Issued by: Kenneth D. Daly, President, Brooklyn, New York

PSC NO: 12 GAS LEAF: 408
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 9
INITIAL EFFECTIVE DATE: 05/01/16 SUPERSEDING REVISION: 8
STAMPS: Issued in compliance with Order in C. 14-G-0331 and C. 06-G-1185 dated 10/23/14

SERVICE CLASSIFICATION No. 19 – continued

J. MANDATORY CAPACITY PROGRAM – continued

4. Tier 3 – Peaking Service - continued

Seller will pay each month a Tier 3 Peaking Service Charge computed by multiplying: 1) the Tier 3 Peaking Service Price by 2) the Tier 3 volumes the Seller delivers to the Company's city gate.

The Company requires no payment from the Seller prior to the start of the winter season for the gas available as Tier 3 Peaking Service.

K. OPERATIONS AND COMMUNICATIONS

1. Gas Delivery Nomination Procedures

The Gas Delivery Nomination Procedures for all Sellers or Sellers' Agents comply with FERC requirements and are described in the Company's Gas Transportation Operating Procedures Manual, Section IV and Section V, as filed with the Public Service Commission.

2. Communications Protocols

The Communications Protocols for all Sellers or Sellers' Agents are described in the Company's Gas Transportation Operating Procedures Manual, Section VII, as filed with the Public Service Commission.

To assist in reconciling quantities of gas received for transportation each month, the Seller or Seller's Agent shall provide, or cause to be provided, to the Company a copy of the Transporter's monthly invoice showing the quantity in Therms of all gas delivered during the month to the Company for the Seller's account as soon as such invoice is available to allow for billing by the Company. Absent receipt of such invoice, the Company reserves the right to estimate the quantity of gas transported for billing purposes. Such estimate shall be made on the basis of available data, and any reconciliation to actual quantities delivered shall be made in the subsequent billing month.

Issued by: Kenneth D. Daly, President, Brooklyn, New York

SERVICE CLASSIFICATION No. 19 – continued

The Company shall have the right to issue Operation Flow Orders (OFOs) in order to maintain system operational reliability or to ensure the Company's continued ability to provide service to its firm customers. The use and issuance of OFOs are set forth in the Company' GTOP Manual.

Effective date postponed to 10/01/2016. See Supplement No. 76.

PSC NO: 12 GAS

LEAF: 409

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 12

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION: 11

STAMPS:

SERVICE CLASSIFICATION No. 19 – continued**L. SPECIAL PROVISIONS**

1. In no event shall the Company be obligated to incur any additional costs for additional facilities necessary to provide transportation and swing gas services hereunder. Nonetheless, in the event the Company elects to incur such costs, the costs of any additional facilities that in the Company's sole judgment are required or must be incurred by the Company to provide transportation service, shall be the sole responsibility of the Customer, and shall be payable in full prior to the initiation of service hereunder.
2. Whenever the Pool's account with the Company becomes delinquent and/or the Seller has failed to deliver gas to the Company for the Pool's account, the Company shall have the right to request and the Seller, upon such request, shall provide the Company, for its review, copies of all contracts between the Customer and third parties providing for the purchase of pipeline capacity by such. The Customer should redact all information deemed confidential, provided however, that all such contracts shall assure, in a manner satisfactory to the Company, reliable deliveries of sufficient quantities of gas for the Pool's account to meet the Pool's full hourly, daily or seasonal requirements for the term of service hereunder, unless otherwise agreed to in writing by the Company. The Company does not warrant the performance of such third parties under such contracts.

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

PSC NO: 12 GAS

LEAF: 410

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 6

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION: 5

STAMPS:

SERVICE CLASSIFICATION No. 19 – continued**L. SPECIAL PROVISIONS - continued**

3. The Seller warrants that it will have good and marketable right and title to all gas he tenders or causes to be tendered to the Company hereunder and such gas shall be free and clear of all liens, encumbrances and claims whatsoever. The Seller shall hold harmless and indemnify the Company against any adverse claim by a third party, and against any loss or cost incurred by the Company on account of any such liens, encumbrances and claims of third parties. In addition to any other rights the Company may have, in the event any adverse claim is asserted against the Company by a third party, the Company may, at its sole option, suspend the transportation of gas hereunder, until such claim is resolved to the Company's satisfaction.
4. Sellers participating in the Company's Core or Non-Core Monthly Balancing Program shall use best efforts to keep the hourly quantities delivered to the Company for the Seller's account, adjusted for system use and losses, equal to the Seller's Core or Non-Core DDQ, divided by 24.
5. All gas transported to the Company's point(s) of receipt for the Seller's account shall conform to all of the quality specifications set forth in 16NYCRR Part 229. The Company shall notify the Seller of any deficiencies in such quality specifications and may, at its option, refuse to accept delivery pending correction by the Seller.
6. At the Company's sole discretion, the Company may permit the Seller or Seller's Agent to reduce or increase deliveries of the Core or Non-Core DDQ on one or more days during any winter month to prevent gas delivery surplus or deficiencies.
7. Telemetering Equipment

For Sellers that serve transportation customers that are telemetered, the Company will waive any imbalance penalty charges that arise as the result of a mechanical failure of the Company's telemetering equipment. Gas imbalances will be cashed out at the Daily Cash Out Price.

Issued by: Kenneth D. Daly, President, Brooklyn, New York

PSC NO: 12 GAS

LEAF: 411

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 8

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION: 7

STAMPS:

SERVICE CLASSIFICATION No. 19 – continued**L. SPECIAL PROVISIONS – continued****7. Telemetering Equipment - continued**

If there is a Customer failure of telecommunications associated with the telemetering equipment, the Seller will incur the normal imbalance penalty charges. If there is an inactive telephone line, the customer will have eight (8) weeks to remedy. In the event of any equipment malfunctions, the previous day's actual read will be deemed to be the daily actual read until the situation is corrected. If the malfunction is due to customer reasons and is not remedied after eight (8) weeks, the Customer will be returned to the applicable sales service for a minimum of twelve (12) months. The Company shall not be liable for any inaccuracies in the consumption reported if they resulted from malfunctioning telemetering equipment, telephone line problems, customer failure to maintain customer equipment or any other reason outside the control of the Company.

8. Force Majeure: Seller will be excused from delivering the required gas supplies on any given day by reason of a Force Majeure event which directly and substantially affect Seller's natural gas deliveries to the Company. For purposes of this Service Classification, a Force Majeure event will be any failure of the final pipeline delivering gas to the Company or an upstream pipeline feeding such pipeline, with such failure having been classified as a Force Majeure event pursuant to the terms of that pipeline's Federal Energy Regulatory Commission-approved tariff. A legitimate Force Majeure event that curtails Seller's firm transportation service on an upstream pipeline that ultimately feeds a downstream pipeline, which directly and substantially affects a seller's natural gas deliveries to the Company, will excuse Seller from performing pursuant to this Service Classification to the extent of such curtailment. If at such time Seller is delivering gas to Customers on other systems, the volume excused from performance on the Company's system will be no more than a proportionate amount of the affected deliveries curtailed by the Force Majeure event. Seller is responsible for supplying complete information and verifiable proof of all the particulars requested by the Company related to any such Force Majeure exclusion. In order to validate a claim of Force Majeure, the Seller must have a firm, non-interruptible service with the affected pipeline that is covered by the Force Majeure event and must be willing to present such agreements to the Company.

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

PSC NO: 12 GAS

LEAF: 411.1

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 18

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION: 17

STAMPS:

SERVICE CLASSIFICATION No. 19 – continued**M. DEPOSIT REQUIRED FOR ELECTRONIC DATA INTERCHANGE TESTING**

To qualify to commence operations in the Company's service area, an applying ESCO must first successfully complete Electronic Data Interchange ("EDI") testing with both the Public Service Commission and the Company. Prior to beginning EDI testing with the Company, the applying ESCO will be required to post a cash deposit based on the level of testing required. The deposit required is as follows:

EDI Core Transactions only: \$5,000

EDI Core Transaction and Single Bill Testing: \$10,000

This deposit, with interest accrued at the same rate as customer deposits, will be refunded to the applying ESCO at the time the ESCO commences making retail sales of natural gas in the Company's service area. If, for any reason, the applying ESCO fails to commence such retail operations within three months of completing EDI testing, the deposit will be forfeited to the Company.

N. REVENUE TAX SURCHARGE:

All rates and charges under this Service Classification, payable in the municipality where service is supplied, will be increased by a percentage equal in amount to the aggregate percentage rate of taxes imposed on the Company's revenues, pursuant to the provisions contained on General Information Leaf Nos. 90 through 93.

O. CHARGE FOR LATE PAYMENT:

Pursuant to the provisions contained in General Information Leaf Nos. 41 and 42.

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

SERVICE CLASSIFICATION No. 19 – continued

RESERVED FOR FUTURE USE

Issued by: Kenneth D. Daly, Chief Financial Officer, Brooklyn, New York

PSC NO: 12 GAS

LEAF: 413

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 4

INITIAL EFFECTIVE DATE: 11/01/06

SUPERSEDING REVISION: 3

STAMPS:

SERVICE CLASSIFICATION No. 19 - Continued

Reserved for Future Use

Issued by: John J. Bishar, Jr., Executive Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/14
STAMPS:

LEAF: 415
REVISION: 7
SUPERSEDING REVISION: 6

FORM OF SERVICE AGREEMENT

SELLER SERVICE AGREEMENT FOR TRANSPORTATION AGGREGATION SERVICE (Service Classification No. 19)

THIS AGREEMENT entered into this ___ day of _____, _____, by and between The Brooklyn Union Gas Company d/b/a National Grid NY, a New York Corporation (Company) and _____, a corporation, partnership, individual (Seller).

WITNESSETH:

WHEREAS, the Company's Schedule for Gas Service (Tariff) contains a Service Classification No. 19 ("SC 19") pursuant to which the Company offers a transportation aggregation service to qualifying sellers of gas (TA Service);

WHEREAS, Seller is aggregating a Pool of one or more Customers taking transportation service under either Service Classification No. 17 ("SC 17") or Service Classification No. 18 ("SC 18");

WHEREAS, Seller has requested Company provide Seller TA Service; and

WHEREAS, Company is willing to provide such service to Seller subject to the terms and conditions herein.

NOW, THEREFORE, Company and Seller agree as follows:

1. Transportation Aggregation Service
 - (a) Seller represents and warrants that Seller qualifies for service under SC 19.
 - (b) Seller requests to add to its Pool the customers listed in Appendix "A" to this agreement. The name, account number, annual usage and outlet of the meter of each Customer in the Pool also shall be set forth in Appendix "A".

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

PSC NO: 12 GAS LEAF: 416
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 9
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 7
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

FORM OF SERVICE AGREEMENT – Continued

**SELLER SERVICE AGREEMENT FOR
TRANSPORTATION AGGREGATION SERVICE
(Service Classification No. 19)**

- (a) Seller hereby elects to provide service to the customers listed in Appendix “A” under:
- ☐ Core Monthly Balancing Program
 - ☐ Non-Core Monthly Balancing Program
 - ☐ Daily Balancing Program
- (b) Seller represents that each of the customers listed in Appendix “A” qualifies for service under SC 17 or SC 18 meets the applicability requirements specified in SC 19 and qualifies for the Company Balancing Program selected in (c).

2. Gas Deliveries

- (a) Seller hereby agrees to communicate with the Company and schedule gas deliveries to the Company’s city gate in accordance with the requirements of the Tariff and the Company’s GTOP Manual.
- (b) The Company agrees to receive, transport, and redeliver on a firm or non-firm demand response basis, as determined by the nature of the transportation service received by the Customers in the Pool.

2. Point(s) of Delivery, Customers’ Names and Account Numbers

The Point(s) of Delivery for all gas transported by the Company for Seller’s account hereunder shall be the outlet of the meter of each Customer in the Pool.

4. Rates and Charges for Service

- (a) Seller shall pay the Company for all service provided hereunder, all applicable rates, charges, surcharges, fees, penalties and the like set forth under SC 19 and the general terms and conditions of the Tariff.

Issued by: John Bruckner, President, Brooklyn, New York

PSC NO: 12 GAS

LEAF: 417

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 5

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION: 4

STAMPS:

FORM OF SERVICE AGREEMENT – Continued**SELLER SERVICE AGREEMENT FOR
TRANSPORTATION AGGREGATION SERVICE
(Service Classification No. 19)**

- (b) The Company may seek authorization from the Commission for changes to any rate(s) and terms and conditions set forth herein, under SC 19, or the Tariff, as may be deemed necessary by the Company to assure just and reasonable rates and charges.

5. Term of Agreement

- (a) This Agreement shall be effective for an initial term of one (1) year, commencing as of the date first above written, and shall continue thereafter on a _____ to _____ basis, until terminated by Seller or the Company upon at least thirty (30) days' advance written notice to the other, specifying the termination date. The Company's obligation to provide service hereunder, and Seller's obligation to pay the charges referenced in paragraph 10 hereof shall commence on _____, _____.
- (b) Seller shall comply with this Agreement, the terms and conditions set forth under SC 19, and all applicable terms and conditions of the Tariff. Notwithstanding anything else herein or in the Tariff to the contrary, the Company shall have the absolute right, in its sole discretion, to terminate this Agreement immediately and the transportation and swing services, and associated services provided hereunder if Seller (i) violates any provision of this Agreement, the terms and conditions of SC 19, or the general terms and conditions of the Tariff; (ii) fails to comply with any term or condition of this Agreement or the general terms and conditions the Tariff; or (iii) makes any false or misleading representation or warranty with respect to this Agreement.

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

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/14
STAMPS:

LEAF: 418
REVISION: 4
SUPERSEDING REVISION: 3

FORM OF SERVICE AGREEMENT – Continued

**SELLER SERVICE AGREEMENT FOR
TRANSPORTATION AGGREGATION SERVICE
(Service Classification No. 19)**

6. Notice

Except as may be otherwise provided in this Agreement or the Tariff, any notice to be given under this Agreement shall be in writing, and shall be hand delivered, sent by prepaid certified or registered mail, return receipt requested, or by Federal Express or similar private carrier, and shall be deemed to have been properly given and received (a) when delivered in person to the authorized representative of the party to whom the notice is addressed, (b) on the date received as indicated on the return receipt when sent by prepaid certified or registered mail, to the party notified or (c) or on the business day next following mailing, when sent by Federal Express or other private carrier. Routine communications and monthly billing statements shall be considered as duly delivered when mailed by registered, certified, ordinary mail, Federal Express or other similar private carrier. All communications shall be addressed to the respective parties as follows:

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

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 04/01/23
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

LEAF: 419
REVISION: 8
SUPERSEDING REVISION: 7

FORM OF SERVICE AGREEMENT – Continued

**SELLER SERVICE AGREEMENT FOR
TRANSPORTATION AGGREGATION SERVICE
(Service Classification No. 19)**

If to the Company: The Brooklyn Union Gas Company d/b/a
National Grid NY
2 Hanson Place
Brooklyn, NY 11217
Attention: _____

If to Seller: _____

Attention: _____

7. Incorporation by Reference

The terms and conditions of SC 19 and the general terms and conditions of the Tariff are incorporated herein by reference, and made a part hereof.

8. Miscellaneous

- (a) No waiver by either party of any one or more defaults by the other in the performance of any of the terms and conditions of this Agreement shall operate or be construed as a waiver of any default or defaults, whether of a like or different nature.
- (b) The interpretation and performance of this Agreement shall be in accordance with the laws of the State of New York, without recourse to the law governing conflict of laws, and to all present and future valid laws with respect to the subject matter hereof, including present and future orders, rules, and regulations of the New York Public Service Commission and other duly constituted authorities.
- (c) Except as otherwise provided herein, neither party shall transfer or otherwise assign its rights and obligations under this Agreement without the express written consent of the other party.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 420

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 4

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION: 3

STAMPS:

FORM OF SERVICE AGREEMENT - Continued
SELLER SERVICE AGREEMENT FOR
TRANSPORTATION AGGREGATION SERVICE
(Service Classification No. 19)

- (d) This Agreement and the Tariff constitute the complete agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersede any and all prior existing agreements or understandings between the parties hereto. No alteration, amendment or modification of the terms and conditions of this Agreement shall be valid unless made pursuant to an instrument in writing signed by each of the parties hereto. This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- (e) Capitalized terms used, but not defined, herein shall have the meanings given to them under the Tariff.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or representatives as of the date first above written.

THE BROOKLYN UNION GAS COMPANY
d/b/a NATIONAL GRID NY

By: _____

Title: _____

By: _____

Title: _____

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

PSC NO: 12 GAS

LEAF: 421

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 1

STAMPS:

Reserved for Future Use

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 422

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 1

STAMPS:

Reserved for Future Use

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 423

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 1

STAMPS:

Reserved for Future Use

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 424

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 1

STAMPS:

Reserved for Future Use

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 425

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 1

STAMPS:

Reserved for Future Use

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 426

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 1

STAMPS:

Reserved for Future Use

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 427

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 2

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 1

STAMPS:

Reserved for Future Use

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 01/31/17
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated December 16, 2016

LEAF: 427.1
REVISION: 5
SUPERSEDING REVISION: 4

SERVICE CLASSIFICATION NO. 20

**NON-CORE TRANSPORTATION SERVICE
FOR ELECTRIC GENERATION (NCTEG)**

A. DEFINITIONS

Actual Value Added Charge – The Value Added Charges that the Customer would have been billed during the Effective Period if the Value Added Charge had been calculated based on the actual Spark Spreads during the Effective Period. The Actual Value Added Charge takes into account prior period Reconciliation Charges.

Annual Minimum Bill Obligation – The Annual Minimum Bill Obligation is defined in the Customer's Gas Transportation Agreement.

Annual Total Value Added Charge - The sum of the Monthly Total Value Added Charges for the twelve months in the Test Year, as adjusted by the Reconciliation Charge in the Calendar Year.

Base Year – The first full year of the operation of the NYISO starting December 1, 1999.

Base Year Spark Spread - The simple average of the Spark Spread for all 8,784 hours of the Base Year.

Calendar Year - January 1st – December 31st of the year prior to the first day of the Effective Period.

Customer's Heat Rate – The Heat Rate expressed in mmBtu/Mwh in the Heat Tier Level that applies to Customer's equipment.

Daily Delivery Quantity - The total quantity of gas delivered to Customer after adjustment for lost and unaccounted for gas.

Daily Gas Purchase Price - The simple average of Transco Zone 6 (NY) midpoint, Tetco M3 midpoint and Iroquois Zone 2 midpoint for the day of the gas flow reported in Platt's Gas Daily expressed in \$/dth.

Daily Gas Sales Price - The simple average of Transco Zone 6 (NY) midpoint, Tetco M3 midpoint and Iroquois Zone 2 midpoint for the day of the gas flow reported in Platt's Gas Daily expressed in \$/dth.

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

PSC NO: 12 GAS

LEAF: 427.2

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 5

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION: 4

STAMPS:

SERVICE CLASSIFICATION NO. 20 (Continued)**A. DEFINITIONS (continued)**

Daily ICOG - The daily incremental cost of gas will be determined for each day of the Effective Month and is the higher of 1) the Gas Daily Transco Zone 6 New York daily mid-point price; 2) the Gas Daily Texas Eastern M-3 daily mid-point price; 3) the Gas Daily Iroquois Zone 2 daily mid-point price; 4) the highest daily 100% load factor priced gas (including both commodity and demand costs). This cost will be determined by the Company and included on the Statement of Unbundled Transportation Service Cash Out Charges filed with the Commission by the fourth business day of the following month.

Daily Market Gas Cost - The average Transco Zone 6 (NY) midpoint and high price for the day of the gas flow reported in Platt's *Gas Daily* expressed in \$/dth.

Daily Nomination Quantity - The total quantity of gas Customer nominates and schedules for delivery or causes to be nominated and scheduled for delivery daily to the Company's city gate for transportation service anticipated under SC 20. The Daily Nomination Quantity, after adjustment for lost and unaccounted for gas, shall be equal to the Customer's expected Daily Delivery Quantity.

Effective Period - The Effective Period for the initial Value Added Charge is January 1, 2006 through April 30, 2007. Beginning 2007, the Effective Period is May 1st of each year through April 30th of the following year.

Fuel Cost of Generation - The applicable Daily Market Gas Cost multiplied by the Customer's Heat Rate expressed in \$/Mwh.

Gas Balancing Agent - A Seller that is designated by the customer, or a customer that chooses to act on its own behalf, to manage gas nominations and balance gas deliveries on a combined basis for one or more of the customer's generating facilities pursuant to Service Classification Nos. 18 or 20.

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

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 01/31/17
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated December 16, 2016

LEAF: 427.3
REVISION: 5
SUPERSEDING REVISION: 4

SERVICE CLASSIFICATION NO. 20 (Continued)

A. DEFINITIONS (continued)

Heat Rate Tier Level – Depending on what technology the Customer's unit employs, there will be four different proxy heat rates:

- Tier 1 17.5 mmBTU/Mwh for older, simple cycle peaking units (i.e. those units that commenced operation prior to December 31, 1998)
- Tier 2 11.0 mmBTU/Mwh for Rankine Cycle steam units
- Tier 3 10.0 mmBTU/Mwh for new, simple cycle peaking units
- Tier 4 7.4 mmBTU/Mwh for combination cycle plants

Market Electric Price – The average of the Real Time Electric Market Locational Based Marginal Pricing (LBMP) for the applicable hour and zone as reported on the NYISO website expressed in \$/Mwh.

Maximum Annual Quantity (MAQ) - The Customer's Maximum Daily Delivery Quantity times 335.

Maximum Daily Delivery Quantity (MDDQ) - The maximum quantity of gas that the Customer may nominate and deliver for his account on any day.

Monthly Index Price – The simple average of Transco Zone 6 (NY) midpoint, Tetco M3 midpoint and Iroquois Zone 2 midpoint for each day of the month of gas flow reported in Platts' Gas Daily expressed in \$/dth.

Monthly Total Value Added Charge - The Monthly Total Value Added Charge is calculated as follows: The Base Year Spark Spread is subtracted from the Spark Spread for each hour of the Test Year. Five percent (5%) of this difference is divided by the Customer's Heat Rate and multiplied by the number of dekatherms delivered to the Customer during the same Test Year hour. The resulting products are summed for each month of the Test Year. If such monthly value is less than or equal to zero, the Monthly Total Value Added Charge for that month will be zero. If such monthly value is greater than zero, such monthly value is the Monthly Total Value Added Charge for that month.

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

PSC NO: 12 GAS LEAF: 427.4
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 8
INITIAL EFFECTIVE DATE: 08/01/15 SUPERSEDING REVISION: 7
STAMPS:

SERVICE CLASSIFICATION NO. 20 (Continued)

A. DEFINITIONS (continued)

NYISO - The New York Independent System Operator.

Reconciliation Charge - The Reconciliation Charge is an adjustment that will be made prospectively for any Value Added Charge over/under collected. This charge is the difference between the sum of the Value Added Charges billed to the Customer in the Calendar Year and the Customer's Actual Value Added Charge in the Calendar Year. The Reconciliation Charge may be adjusted to ensure the resulting Value Added charge is in accordance with Section F.1.d of this Service Classification.

Spark Spread – The difference between the Market Electric Price and the Fuel Cost of Generation expressed in \$/Mwh.

System Losses – System losses for electric generators will be defined as 1% unless otherwise defined in negotiated contact. The Company reserves the right to petition the Public Service Commission for permission to change such percentage factor in the event it determines that a change is required to more accurately reflect system use and losses.

Test Year - For the Effective Period beginning January 1, 2006, the Test Year is December 1, 2004 through November 31, 2005. Thereafter, the Test Year will be the Calendar Year.

Transporter - A pipeline transporting gas to the Company for redelivery for Customer's account.

Value Added Charge – A unitized per dekatherm rate, derived from the increase from the Base Year Spark Spread to the Test Year Spark Spread, adjusted for prior period Reconciliation Charges. The Value Added Charge may be adjusted in accordance with Section F.1.d of this Service Classification.

B. APPLICABLE TO USE OF TRANSPORTATION SERVICE FOR:

Any dual-fuel electric generator having generation capacity of at least fifty (50) Megawatts applying on or after May 18, 1999 for non-core natural gas transportation service for their electric generation (NCTEG) equipment for a term of (5) years is eligible. This Service Classification does not apply to electric generation customers receiving service prior to May 18, 1999 during the term of such customers' existing contracts. Natural gas transportation service for any requirement other than electric generation, such as ignition gas, space heating, etc., whether or not separately metered, does not qualify for service under this Service Classification.

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

PSC NO: 12 GAS
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SUPERSEDING REVISION: 0

SERVICE CLASSIFICATION NO. 20 (Continued)

B. APPLICABLE TO USE OF TRANSPORTATION SERVICE FOR: (continued)

To obtain service under this Service Classification, Customer must follow procedures for processing requests from electric generators for gas transportation service, which appear on Leaf Nos. 466 to 468. In addition, Customer must enter into a service agreement with the Company, the form of which appears on Leaf Nos. 471 to 476. Customer may designate a Gas Balancing Agent to manage daily nominations and balance gas deliveries on an aggregated basis to one or more of the customer's generating facilities to mitigate daily imbalances. Should Customer elect to designate a Gas Balancing Agent, a Designation of Gas Balancing Agent Agreement provided on Leaf Nos. 477 to 481 must be entered into by the Customer, its Gas Balancing Agent and the Company.

Any Customer that qualifies for service under this Service Classification may take service under Rate Schedule 1. In addition, the Company may, at its option, enter into individually negotiated service arrangements with Customer under Rate Schedule 2, provided that negotiated contracts on similar overall terms shall be available to similarly situated customers.

Customers contracting for interruptible service must have complete standby fuel and equipment available at the beginning of the winter season to withstand interruptions of gas service for at least five days. This requirement applies to Customers that are unwilling and/or unable to shut down during periods of gas service interruption. It will not apply if a Customer stipulates in writing that the Customer is willing and able to shut down during periods of interruption.

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

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COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
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STAMPS:

SERVICE CLASSIFICATION NO. 20 (Continued)

C. CHARACTER OF SERVICE

For Customers taking service under Rate Schedule 1, service may be interrupted at the Company's discretion for up to 30 days during the calendar year. The Company may require a higher degree of interruptibility from the Customer in cases where the Company determines that the Customer's requirements cannot be served by the Company for up to 335 days. For Customers taking service under Rate Schedule 2, service may be firm or interruptible, as mutually agreed upon by the Customer and the Company. Subject to the provisions of this Service Classification, the Company will transport natural gas, owned by the Customer, that meets the quality specifications hereof from a mutually agreed upon existing point for direct receipt by the Company of pipeline supplies, to a specified delivery point on the Company's existing facilities at the Customer's point of service.

The Company shall control the dispatch of gas received for transportation. Transportation service hereunder shall be available only upon a Company determination that its existing delivery capacity and facilities are adequate to (i) supply the total estimated gas requirements of its customers receiving service under sales service classifications and core transportation service classifications, and (ii) provide the transportation service required for the term of service hereunder. The Company will not be obligated to expand its facilities or construct new facilities for potential customers seeking service under this Service Classification.

D. GAS DELIVERIES

Customer or its Gas Balancing Agent shall be obligated to provide the Company with daily nominations to the Company's city gate for transportation service anticipated under this Service Classification. The quantity of gas delivered to the customer's delivery point will be reduced by system losses.

The Customer or its Gas Balancing Agent shall be obligated to deliver its Daily Nomination Quantity unless modified by the Customer or its Gas Balancing Agent pursuant to the terms of this Service Classification. In any event, the Company shall not be required to accept deliveries of gas in excess of the Customer's MDDQ. The Customer's MDDQ shall be set forth in the Customer's Service Agreement.

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COMPANY: THE BROOKLYN UNION GAS COMPANY

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INITIAL EFFECTIVE DATE: 11/01/17

SUPERSEDING REVISION: 6

STAMPS:

SERVICE CLASSIFICATION NO. 20 (Continued)**E. AGGREGATED GAS BALANCING**

Gas Balancing Agent may balance gas deliveries on an aggregated basis for one or more of Customer's generating facilities under this Service Classification or Service Classification No. 18 to mitigate daily imbalances and Daily Balancing Charges. Certain generating facilities may not be balanced on an aggregated basis if the Company's distribution system operations and reliability would otherwise be negatively impacted. Each day, Gas Balancing Agent shall balance Customer's daily negative delivery balance at any generating facility(s) to offset a positive daily imbalance at another generating facility(s).

F. TRANSPORTATION SERVICE RATES - MONTHLY BILLING

1. Rate Schedule 1: The Customer shall pay the following monthly charges for transportation service hereunder:
 - a) On-System Transportation Charge: On-System Transportation Charge is a unitized rate based upon the sum of the following:
 - i. Contribution to Fixed Costs -----\$0.10/dth
 - ii. Unitized Long Run Marginal Costs -----\$0.10/dth
 - b) Value Added Charge
Determined in accordance with Leaf 427.12
 - c) Daily Balancing Service Demand Charge: Applicable to customers in accordance with Special Provision (h) on Leaf No. 427.15 and set forth on the Statement of Seller Charges and Adjustments.
 - d) The sum of the per dekatherm charges listed in (a), (b) and (c) above shall not exceed the per dekatherm charge of the otherwise applicable interruptible transportation service. If this condition exists, the Company shall reduce the Value Added Charge such that the sum of these charges is capped at the applicable interruptible transportation service rate.
 - e) Annual Minimum Bill Obligation: Once service under this Service Classification commences, the Customer shall be responsible for an Annual Minimum Bill Obligation equal to 50% of the facility's MAQ, multiplied by all charges payable, excluding the Daily Balancing Service Demand Charge, under this Service Classification whether such quantity is actually transported.

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STAMPS: Issued in compliance with Order in Case 16-G-0059 dated December 16, 2016

SERVICE CLASSIFICATION NO. 20 (Continued)

F. TRANSPORTATION SERVICE RATES - MONTHLY BILLING (continued)

1. Rate Schedule 1: (continued)

e) Annual Minimum Bill Obligation (continued):

In determining whether the Customer has satisfied the Annual Minimum Bill Obligation, the Company shall give full credit for the quantities of natural gas purchased by the Customer as the result of a monthly cashout. The Company shall determine whether the Customer has satisfied the Annual Minimum Bill Obligation each year on the anniversary of the commencement of service. Any deficiency shall be billed to the Customer in the following month

f) Daily Balancing Charges: The Company shall balance the Customer's account at the end of each day to zero including system losses. This shall be done by comparing the Customer's or Gas Balancing Agent's natural gas deliveries for the day to the Customer's actual usage, including the system losses, for that day. The following provisions will apply:

- i. For imbalances where the quantities of natural gas delivered are greater than the quantities of gas consumed by the Customers:
 - a. for quantities of natural gas delivered that exceed the quantities of natural gas consumed by the Customer by up to two percent (2%) will be aggregated on a monthly basis and purchased by the Company at the Monthly Index Price.
 - b. for quantities of natural gas delivered that exceed the quantities of natural gas consumed by the Customer by more than two percent (2%) but no greater than five percent (5%), the excess shall be purchased by the Company at seventy five percent (75%) of the Daily Gas Purchase Price;
 - c. for quantities of natural gas delivered that exceed the quantities of natural gas consumed by the Customer by more than five percent (5%) but no greater than ten percent (10%), the excess shall be purchased by the Company at sixty five percent (65%) of the Daily Gas Purchase Price;
 - d. for quantities of natural gas delivered that exceed the quantities of natural gas consumed by the Customer by more than ten percent (10%) but no greater than twenty percent (20%), the excess shall be purchased by the Company at sixty percent (60%) of the Daily Gas Purchase Price;
 - e. for quantities of natural gas delivered that exceed the quantities of natural gas consumed by the customer by more than twenty percent (20%), the excess shall be purchased by the Company at fifty percent (50%) of the Daily Gas Purchase Price;

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REVISION: 4
SUPERSEDING REVISION: 3

SERVICE CLASSIFICATION NO. 20 (Continued)
F. TRANSPORTATION SERVICE RATES - MONTHLY BILLING (continued)

1. Rate Schedule 1: (continued)

f) Daily Balancing Charges (continued)

ii. For imbalances where the quantities of natural gas consumed by the Customer are greater than the quantities of gas:

- a. or quantities of natural gas consumed by the Customer that exceed the quantities of natural gas delivered by up to two percent (2%), the excess shall be purchased by the Customer at the Monthly Index Price;
- b. for quantities of natural gas consumed by the Customer that exceed the quantities of natural gas delivered by the Customer by more than two percent (2%) but no greater than five percent (5%), the excess shall be purchased by the Customer at one hundred twenty five percent (125%) of the Company's Daily Gas Sales Price;
- c. for quantities of natural gas consumed by the Customer that exceed the quantities of natural gas delivered by the Customer by more than five percent (5%) but no greater than ten percent (10%), the excess shall be purchased by the Customer at one hundred thirty five percent (135%) of the Company's Daily Gas Sales Price;
- d. for quantities of natural gas consumed by the Customer that exceed the quantities of natural gas delivered by more than ten percent (10%) but no greater than twenty percent (20%), the excess shall be purchased by the Customer at one hundred forty percent (140%) of the Company's Daily Gas Sales Price;
- e. for quantities of natural gas consumed by the Customer that exceed the quantities of natural gas delivered by more than twenty percent (20%), the excess shall be purchased by the Customer at one hundred fifty percent (150%) of the Company's Daily Gas Sales Price.

Daily Balancing Charges shall be billed monthly with the Customer's monthly invoice for transportation service. Any discounts or surcharges to the Daily Gas Sales Price or the Daily Gas Purchase Price under Section f.i or f.ii are considered penalties.

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STAMPS:

SERVICE CLASSIFICATION NO. 20 (Continued)
F. TRANSPORTATION SERVICE RATES - MONTHLY BILLING (continued)

1. Rate Schedule 1: (continued)

g) Enhanced Daily Balancing

When operationally feasible, the Company will permit customers to incur daily imbalances of up to plus/minus four percent (4%) without incurring any imbalance penalty charges. The Company will offer this service, in its sole discretion and subject to operating conditions, for overdeliveries and/or underdeliveries. Imbalances subject to Enhanced Daily Balancing will be cashed out at the Daily Gas Purchase Price.

- i. Enhanced Daily Balancing Charges will be billed monthly with the Customer's monthly invoice for transportation service.

h) No-Harm/No Foul Balancing

- i. The Company will permit customer pools to balance by their designated interstate pipeline points-of-receipt. These interstate points-of-receipt are Tetco-Goethals, Transco-Narrows and Transco-Rockaway. Each pool will include only customers with the same balancing provisions.

- ii. If a pool's daily deliveries are within plus or minus two percent (2%), there will be no daily cash-out imbalance charges. However, all imbalance amounts for any day will be subject to a monthly cashout at the Monthly Index Price.

- iii. If a pool is outside of the plus or minus two percent (2%):

- 1. a customer whose imbalance goes in the opposite direction of the aggregate imbalance will not be cashed out at the Daily Cash Purchase Price. Instead, the quantities associated with such imbalance will be included in the determination of the customer's monthly imbalance that will be cashed-out at the Monthly Index Price; and

- 2. a customer whose imbalance contributes to the aggregate pool imbalance will be cashed out at the Daily Cash Purchase Price plus applicable penalties to the extent that the imbalance is outside the plus or minus two percent (2%) imbalance tolerance (or to the extent the imbalance exceeds any applicable Enhanced Daily Balancing tolerance).

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STAMPS:

SERVICE CLASSIFICATION NO. 20 (Continued)

F. TRANSPORTATION SERVICE RATES - MONTHLY BILLING (continued)

2. Rate Schedule 2:

The rate for service under this Rate Schedule will be set forth in the service agreement negotiated between the Company and the Customer and filed with the Public Service Commission. Negotiated contracts at similar overall terms shall be available to all similarly situated customers. The minimum rate charged must be sufficient to recover all incremental costs incurred to serve the customer and provide a reasonable contribution to fixed costs and long run marginal costs. Depending upon the character of service provided, the rate may include one or more of the following components:

- a) Minimum On-System Transportation Charge: All customers receiving firm service will be required to pay a minimum on-system transportation charge commensurate with the level of service provided and guaranteed by the Company.
- b) Annual Minimum Bill Obligation: The Company reserves the right to negotiate an Annual Minimum Bill Obligation as part of the contract between the Customer and Company.
- c) Daily and/or Monthly Cashout Provisions: The negotiated contract between the Company and the Customer may include provisions for the daily and/or monthly balancing of transportation quantities expected against transportation quantities actually received.

G. PENALTY CHARGES

1. Overrun Charge and Charge for Unauthorized Use:

The Company reserves the right to impose a penalty charge for unauthorized overruns. When service hereunder is interrupted by the Company in accordance with the terms of the Customer's service agreement, gas consumed subsequent to such interruption and without specific authorization by the Company will be subject to an additional charge of \$100.00 per dth. The imposition of such additional charge shall not limit any rights of the Company to terminate gas service provided for in the Customer's service agreement.

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STAMPS:

SERVICE CLASSIFICATION NO. 20 (Continued)

G. PENALTY CHARGES (continued)

2. Operational Flow Order Penalty Charges

Customers that do not comply with the Company's Operational Flow Orders (OFOs) will be subject to OFO penalty charges in addition to the daily balancing, cashout and other charges normally charged pursuant to this service classification.

a) Daily Balancing OFO

When the Company issues a Daily Balancing OFO, if a Customer's consumption (grossed up to include system losses) exceeds its deliveries to the city gate during the gas day by more than 2%, an OFO Penalty Charge of \$100 per dt will be assessed on the quantity that is in excess of 2%.

Customers with electric generating facilities that are balanced on an aggregated basis subject to a Designation of Gas Balancing Agent Agreement will be permitted to continue aggregating deliveries when a Daily Balancing OFO is issued.

b) Hourly Balancing OFO

When the Company issues an Hourly Balancing OFO, a Customer that has hourly consumption (grossed up to include system losses) that exceeds 1/24th of its deliveries to the city gate during the gas day will be assessed an OFO Penalty Charge of \$100 per dt on its excess hourly consumption.

If the Hourly Balancing OFO is issued after the start of the day, the Company will apply the hourly penalties to the affected hours only.

Customers with electric generating facilities that are balanced on an aggregated basis subject to a Designation of Gas Balancing Agent Agreement will not be permitted to continue aggregating deliveries when an Hourly Balancing OFO is issued. An OFO Penalty Charge of \$100 per dt will be assessed to the electric generators on an individual basis.

c) Other OFOs

The Company shall have the right to issue other OFOs as required to maintain system operational reliability and to ensure the Company's continued ability to provide service to its firm customers. Customers that do not comply with these OFOs will be subject to an OFO Penalty Charge of \$100 per dt.

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COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2
INITIAL EFFECTIVE DATE: 08/01/15 SUPERSEDING REVISION: 1
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SERVICE CLASSIFICATION NO. 20 (Continued)

H. VALUE ADDED CHARGE

The Value Added Charge is a unitized per dekatherm rate, derived from the increase from the Base Year Spark Spread to the Spark Spread in the Test Year. The Value Added Charge is applied to every dekatherm delivered by the Company to the Customer or the Customer's Annual Minimum Bill Obligation, whichever is greater, during the Effective Period.

The Value Added Charge for the Effective Period January 1, 2006 through April 30, 2007 equals the Annual Total Value Added Charge for the Test Year ending November 30, 2005 divided by the number of dekatherms the Company delivered to the Customer during the Test Year. If the Customer does not have twelve months of consumption data for the Test Year, that Customer will be assigned a Value Added Charge equal to the average of all the customers' Value Added Charges within the applicable heat rate tier level.

The Value Added Charge for all Effective Periods beginning May 1, 2007 will be based on the Total Value Added Charge for the Test Year, as adjusted for the Reconciliation Charge, divided by the number of dekatherms the Company delivered to the Customer during the Test Year.

Beginning August 1, 2015, the Value Added Charge may be adjusted in accordance with Section F.1.d of this Service Classification.

Each year, beginning March 1, 2007, the Company will file the Value Added Charge to become effective May 1 of that year.

I. STATEMENT OF UNBUNDLED TRANSPORTATION SERVICE CASH OUT CHARGES

Not less than four business days following the effective Month, the Company will file with the Commission a Statement of Unbundled Transportation Service Cash Out Charges, which statement will contain the following charges applicable to this Service Classification: Daily ICOG.

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STAMPS:

SERVICE CLASSIFICATION NO. 20 (Continued)

J. REVENUE TAX SURCHARGE

All rates and charges under this Service Classification, payable in the municipality where service is supplied, will be increased by a percentage equal in amount to the aggregate percentage rate of taxes imposed on the Company's revenues, pursuant to the provisions contained on General Information Leaf No. 90 to 93.

K. TRANSITION COSTS SURCHARGE

The transportation rates under this Service Classification shall reflect a surcharge for Transition Costs calculated in accordance with the Commission's Opinion No. 94-26 in Case 93-G-0932 as described on General Information Leaf No. 86.

L. CHARGE FOR LATE PAYMENT

Pursuant to provisions contained in General Information Leaf No. 41.

M. OPERATIONS

1. Determination of On-System Billing Quantity:

For the purpose of computing the quantity of gas delivered to a Customer's delivery point, the quantity of gas delivered each month to the Company for the account of a Customer taking service under this Service Classification shall be reduced for System Losses within the Company's distribution.

To assist in reconciling quantities of gas received for transportation each month, the Customer shall provide, or cause to be provided, to the Company a copy of the Transporter's monthly invoice showing the quantity in Dths of all gas delivered during the month to the Company for the Customer's account as soon as such invoice is available to allow for billing by the Company. Absent receipt of such invoice, the Company reserves the right to estimate the quantity of gas transported for billing purposes. Such estimate shall be made on the basis of available data, and any reconciliation to actual quantities delivered shall be made in the subsequent billing month.

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SERVICE CLASSIFICATION NO. 20 (Continued)

M. OPERATIONS (continued)

1. Gas Delivery Nomination Procedures:

The Gas Delivery Nomination Procedures for all transportation customers are described in the Company's Gas Transportation Operating Procedures Manual, Section IV and Section V, as filed with the Public Service Commission.

2. Communications Protocols:

The Communications Protocols for all transportation customers are described in the Company's Gas Transportation Operating Procedures Manual, Section VII, as filed with the Public Service Commission. 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 non-firm demand response 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.

Issued by: John Bruckner, President, Brooklyn, New York

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COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
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SERVICE CLASSIFICATION NO. 20 (Continued)

M. OPERATIONS (continued)

3. Interruption to Service:

To maintain system reliability, the Company reserves the right to interrupt service to any generator:

- a) That fails to comply with a Company-issued OFO in accordance with Rule II.9.b.
- b) That fails to timely schedule gas supplies for delivery to the Company's city gate in quantities sufficient to support the gas burned at the generator's facility. A generator that schedules gas after it has already commenced operation and has burned Company gas supply in the interim is subject to interruption by the Company.
- c) When deemed necessary, in the Company's sole judgment, to maintain service to firm customers.

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REVISION: 3
SUPERSEDING REVISION: 2

SERVICE CLASSIFICATION NO. 20 (Continued)

M. OPERATIONS (continued)

5. **Operational Flow Orders:** The Company shall have the right to issue Operational Flow Orders (OFOS) in order to maintain system reliability or to ensure Company's continued ability to provide service to its firm customers. The use and issuance of OFOS are set forth in the Company's Gas Transportation Operating Procedures Manual, Section VIII, as filed with the Public Service Commission.

N. SPECIAL PROVISIONS

1. In no event shall the Company be obligated to incur any additional costs for additional facilities that in the Company's sole judgment are necessary to provide transportation service hereunder. The cost of telemetering equipment and any other required facilities shall be the sole responsibility of the Customer, and shall be payable in full prior to the initiation of service hereunder. The Company may require Customer to provide security such as a letter of credit or other acceptable security prior to incurring any additional facilities costs. Additionally, the customer is responsible for the costs to operate and maintain the telemetering equipment.
2. Whenever the Customer's account with the Company becomes delinquent and/or the Customer has failed to deliver gas to the Company for the Customer's account, the Company shall have the right to request and the Customer, upon such request, shall provide the Company, for its review, copies of all contracts between the Customer and third parties providing for the purchase of pipeline capacity by such Customer. The Customer should redact all information deemed confidential, provided however, that all such contracts shall assure, in a manner satisfactory to the Company, reliable deliveries of sufficient quantities of gas for the Customer's account to meet the Customer's full hourly, daily or seasonal requirements for the term of service hereunder, unless otherwise agreed to in writing by the Company. The Company does not warrant the performance of such third parties under such contracts.

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COMPANY: THE BROOKLYN UNION GAS COMPANY

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SUPERSEDING REVISION: 2

STAMPS:

SERVICE CLASSIFICATION NO. 20 (Continued)**N. SPECIAL PROVISIONS (continued)**

3. The Customer warrants that it will have good and marketable right and title to all gas that Customer tenders or causes to be tendered to the Company hereunder and such gas shall be free and clear of all liens, encumbrances and claims whatsoever. The Customer shall hold harmless and indemnify the Company against any adverse claim by a third party, and against any loss or cost incurred by the Company on account of any such liens, encumbrances and claims of third parties. In addition to any other rights the Company may have, in the event any adverse claim is asserted against the Company by a third party, the Company may, at its sole option, suspend the transportation of gas hereunder, until such claim is resolved to the Company's satisfaction.
4. The Customer shall use its best efforts to keep the hourly quantities delivered to the Company for the Customer's account, adjusted for system losses, equal to the Customer's Daily Nomination Quantity, divided by 24.
5. Upon termination of service hereunder, the Customer may apply as a new applicant of the Company, for gas service under the appropriate sales Service Classification as contained in the Company's Schedule for Gas Service, pursuant to the conditions for gas service contained therein.
6. All gas transported to the Company's point(s) of receipt for the Customer's account shall conform to all of the quality specifications set forth in 16NYCRR Part 229. The Company shall notify the Customer of any deficiencies in such quality specifications and may, at its option, refuse to accept delivery pending correction by the Customer.

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COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2
INITIAL EFFECTIVE DATE: 11/01/14 SUPERSEDING REVISION: 1
STAMPS:

SERVICE CLASSIFICATION NO. 20 (Continued)

N. SPECIAL PROVISIONS (continued)

7. The Company shall not be obligated to enter into a Service Agreement with any party unless such party satisfies the credit requirements prescribed by each of the Customer's Transporters and provides the Company with documentation from the Transporter of such party's compliance with the Transporter's credit requirements. In addition to satisfying the Transporter's credit requirements, a Customer may at any time be required by the Company to provide further financial assurances, such as a letter of credit or other acceptable security. Furthermore, Customer shall have an ongoing obligation to notify the Company immediately of any change in financial circumstances that may result in non-compliance with the Transporter's requirements. The Company may terminate the Service Agreement and if such a change does result in non-compliance with a Transporter's requirements, or if the Customer fails to provide the financial assurance required by the Company.
8. New service agreements with electric generators under this service classification must include the appropriate fees and charges of balancing and swing services. Existing service agreements with electric generators under this service classification must also include these fees and charges when the agreement is renewed or reaches its evergreen anniversary. Such charges will be set forth on the Statement of Sellers Charges and Adjustments and referred to as the Daily Balancing Service Demand Charge that is applicable to electric generators.
9. To maintain system reliability, the Company may require the installation of a remote operated valve on the service lateral that supplies Customer. Any Customer that fails to comply with a Company issued interruption will be required to have a remote operated valve installed and to pay for all associated charges. Starting November 1, 2014, customers applying for transportation service to serve new electric generation facilities will be responsible for paying all charges associated with the installation of this equipment.

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COMPANY: THE BROOKLYN UNION GAS COMPANY

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COMPANY: THE BROOKLYN UNION GAS COMPANY

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COMPANY: THE BROOKLYN UNION GAS COMPANY

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PSC NO: 12 GAS

LEAF: 427.26

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 1

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION: 0

STAMPS:

RESERVED FOR FUTURE USE

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

PSC NO: 12 GAS

LEAF: 427.27

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 1

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION: 0

STAMPS:

RESERVED FOR FUTURE USE

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

PSC NO: 12 GAS LEAF: 427.28
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 9
INITIAL EFFECTIVE DATE: 04/01/23 SUPERSEDING REVISION: 8
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

SERVICE CLASSIFICATION No. 21

BASELOAD DISTRIBUTED GENERATION SALES SERVICE

Applicable to Use of Service for:

Available to any Customer, upon written application and acceptance by the Company, for gas service used for the operation of distributed generation equipment used for mechanical and electrical power applications employing reciprocating engines, gas turbines and emerging gas technologies such as fuel cells and microturbines, subject to the Special Provisions herein. The operation of this equipment must have an average annual load factor of 50% or greater. Load factor shall equal annual usage divided by (peak winter day use times 365 days). A separate meter will be installed for gas supplied under this service classification, and the use of gas measured by this meter for other than that above described is expressly prohibited. See Special Provisions.

Character of Service:

Natural gas of not less than 975 Btu, dry basis, per cubic foot at a pressure of not less than four inches of water column gauge, as measured at the Customer's end of the service line.

Continuous.

Rate 1 - less than 1MW (per meter, per month):

First	10 therms or less per month \$235.61
All over	10 therms per month (April - October) \$ 0.1058 per therm
All over	10 therms per month (November - March) \$ 0.1349 per therm

Rate 2 – equal to or greater than 1MW but less than 5MW (per meter, per month):

First	10 therms or less per month \$333.14
All over	10 therms per month (April - October) \$ 0.1058 per therm
All over	10 therms per month (November - March) \$ 0.1349 per therm

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS LEAF: 427.29
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 9
INITIAL EFFECTIVE DATE: 04/01/23 SUPERSEDING REVISION: 8
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

SERVICE CLASSIFICATION No. 21 (Continued)

Rate 3 – equal to or greater than 5MW but less than 50MW (per meter, per month):

First	10 therms or less per month	\$771.69
All over	10 therms per month (April - October)	\$ 0.0256 per therm
All over	10 therms per month (November - March)	\$ 0.0356 per therm

Monthly Cost of Gas:

In addition to the above charges, Customers will pay the Monthly Cost of Gas per therm of gas supplied hereunder, as well as other consumption-based unit adjustments reflected in the General Information leaves of this Tariff.

Minimum Charge:

For Customers taking service under Rate 1, \$235.61 per monthly billing period, plus the applicable gas adjustment and Revenue Tax Surcharge.
For Customers taking service under Rate 2, \$333.14 per monthly billing period, plus the applicable gas adjustment and Revenue Tax Surcharge.
For Customers taking service under Rate 3, \$771.69 per monthly billing period, plus the applicable gas adjustment and Revenue Tax Surcharge.

Monthly Demand Charge:

For customers taking service under Rate 3, there will be a monthly demand charge of \$4,927.82 per MW in addition to all other charges.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 08/01/15
STAMPS: Issued in compliance with order in Case 14-G-0316 dated July 17, 2015

LEAF: 427.30
REVISION: 6
SUPERSEDING REVISION: 5

SERVICE CLASSIFICATION No. 21 (Continued)

Term:

Terminable by Customer on two days' written notice to the Company and by the Company in the manner provided by law and the rules and regulations set forth in the Company's Schedule for Gas Service on file with the Public Service Commission.

Special Provisions:

- (a) Electricity generated by customer is used to supply all or part of the electrical requirements of that customer and may also be used to supply: i) other customers within a defined geographical location which shall include customers that are eligible to be served by a cogeneration facility, as defined in Section 2 of the New York Public Service Law that is less than 50 Megawatts and/or ii) the local electric utility via net metering.
- (b) The Company reserves the right to accept only such applications under this service classification as will, in the Company's sole judgment, permit it to sell the gas it has available for sale without requiring an unreasonable or uneconomic extension of facilities.
- (c) In no event shall the Company be obligated to incur any additional costs for additional facilities necessary to provide transportation service hereunder. Nonetheless, in the event the Company elects to incur such costs, the costs of any additional facilities, including but not limited to any necessary telemetering equipment, that in the Company's sole judgment are required or must be incurred by the Company to provide transportation service, shall be the sole responsibility of the Customer, and shall be payable in full prior to the initiation of service hereunder. The Company may require Customer to provide security such as a letter of credit or other security in such form and amount that is acceptable to the Company in its sole discretion, prior to incurring any additional facilities costs.
- (d) For purposes of this Schedule for Gas Service, the rates as set by the Company on January 1, 2004 shall remain unchanged for a minimum of three years.

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

PSC NO: 12 GAS

LEAF: 427.31

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 4

INITIAL EFFECTIVE DATE: 08/01/15

SUPERSEDING REVISION: 3

STAMPS:

SERVICE CLASSIFICATION No. 21 (Continued)

- (e) The Customer agrees to permit access by the Company's employees or representatives, at all reasonable times, to the Customer's premises for the purpose of determining that the operation of installed cogeneration equipment and related facilities is in compliance with all terms and conditions for service required under this service classification.
- (f) Customers receiving gas service for equipment equal to or larger than 5MW must install, pay for, and maintain automatic meter reading equipment capable of demand billing, and a dedicated phone line. Customers will also be responsible for other monitoring equipment as required by the Company.
- (g) Customers equal to or larger than 1MW are responsible for all meter set costs (excluding the meter) and must be paid prior to installation.
- (h) The Company shall recalculate each customer's load factor, using the formula described under the applicability language herein, the customer's previous actual 12 months' usage data once a year beginning on the anniversary of the commercial operation of the customer's DG unit. If the customer's average annual load factor is not at least 50%, the customer will be placed on the otherwise applicable rate for one year unless there are mitigating circumstances, which in the Company's sole discretion, supports allowing the customer to remain on this service classification.
- (i) Except as otherwise provided for elsewhere in this service classification, with respect to metering, balancing and curtailment issues, customers taking service under this service classification will be subject to the rights and responsibilities as those under otherwise applicable firm rates.

Charge for Late Payment:

Pursuant to the provisions contained in General Leaf No. 41.

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

PSC NO: 12 GAS

LEAF: 427.32

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 1

INITIAL EFFECTIVE DATE: 10/01/04

SUPERSEDING REVISION: 0

STAMPS:

BASELOAD DISTRIBUTED GENERATION
CUSTOMER AGREEMENT

This KeySpan Energy Delivery New York Baseload Distributed Generation Customer Agreement applies to natural gas equipment to be used for the purpose of distributed generation at the following customer location:

Customer Name: _____

Address: _____

City, State, Zip Code: _____

The following equipment will be installed:

Quantity:Model:Manufacturer:

Customer agrees to purchase or transport natural gas to operate the above equipment under KeySpan Energy Delivery New York's :

_____ 1. Service Classification No. 21 - Baseload Distributed Generation Sales Service -
Rate _____ .

_____ 2. Service Classification No. 17 - Core Transportation and Swing Service CTS-21 Rate _____.

The customer hereby agrees to such natural gas service at the applicable rate and tariff requirements of Service Classification No. 21 or Service Classification No. 17 and any amendments thereof, in effect and on file with the Public Service Commission at the time the equipment, listed above, begins to use natural gas.

Consumption for this equipment is estimated to be _____ dekatherms per year, billed at the Service Classification agreed to above and is scheduled to begin utilizing natural gas on _____.

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 427.33

COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 0

INITIAL EFFECTIVE DATE: 11/01/03

SUPERSEDING REVISION:

STAMPS: Issued in compliance with order in Case 02-M-0515 dated April 24, 2003

SERVICE CLASSIFICATION No. 21 (Continued)BASELOAD DISTRIBUTED GENERATION
CUSTOMER AGREEMENTAuthorization:

	<u>Signature</u>	<u>Print Name</u>	<u>Company</u>	<u>Date</u>
Customer	_____	_____	_____	_____
Installer/Mfg	_____	_____	_____	_____

For KeySpan Energy Delivery New York:

Gas Sales	_____	_____	_____	_____
Marketing	_____	_____	_____	_____
Mktg. Svces	_____	_____	_____	_____

Issued by: John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary, Brooklyn, NY

PSC NO: 12 GAS LEAF: 427.34
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 5
INITIAL EFFECTIVE DATE: 04/01/22 SUPERSEDING REVISION: 4
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

SERVICE CLASSIFICATION No. 22
NON-FIRM DEMAND RESPONSE SALES SERVICE

Applicable to Use of Service for:

For the use of gas by any consumer in buildings used for commercial or industrial purposes upon written application for heating and water heating or heating and water heating and process steam; and/or air conditioning or cogeneration where the total rated hourly Btu input to supply gas-fired equipment installed for such use is 1,000,000 Btu per hour or greater subject to the Special Provisions herein.

Character of Service:

Natural gas of not less than 975 Btu, dry basis, per cubic foot at a pressure of not less than four inches of water column gauge, as measured at the consumer's end of the service line.

Rate Schedule 1:

Tier 1 - Customers with fully automatic switchover equipment:

Formerly 6C1 and 6G1

Monthly Minimum Charge will be:

First 10 therms: \$375.00 per month
Volumetric Rate Per Therm: \$ 0.2325 per therm

Formerly 6C2 and 6G2

Monthly Minimum Charge will be:

First 10 therms: \$375.00 per month
Volumetric Rate Per Therm: \$ 0.2325 per therm

Formerly 6M1 and 6M2

Monthly Minimum Charge will be:

First 10 therms: \$375.00 per month
Volumetric Rate Per Therm: \$ 0.1933 per therm

Formerly 6M3 and 6M4

Monthly Minimum Charge will be:

First 10 therms: \$375.00 per month
Volumetric Rate Per Therm: \$ 0.1933 per therm

Issued by: Rudolph L. Wynter, President, Brooklyn, New York

PSC NO: 12 GAS LEAF: 427.34.1
 COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 3
 INITIAL EFFECTIVE DATE: 04/01/22 SUPERSEDING REVISION: 2
 STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

SERVICE CLASSIFICATION No. 22 (Continued)

Non-Firm Demand Response Monthly Cost of Gas Tier 1:

Each month, the non-firm demand response monthly cost of gas will be the *lower* of:

1. Weighted Monthly Incremental Cost of Gas ("ICOG"): is the ICOG weighted by the upstream pipeline city gates and volumes used to determine deliveries to non-firm customers, plus the demand charge reduced to ten percent of the allocated pipeline transportation costs, plus a merchant function charge and plus the applicable LAUF factor or
2. The firm Monthly Cost of Gas (excluding adjustments).

In addition to the charges above, there will be , an Earnings Adjustment Mechanism (as explained on Leaf No. 138.55.2), Demand Capacity Surcharge Mechanism (as explained in Rule 57) and Net Utility Plant & Depreciation Expense Reconciliation Mechanisms (as explained in Rule 59) and Rate Adjustment Clause (as explained in Rule 60) .

Tier 2 - Customers without fully automatic switchover equipment:

Formerly 6C1 and 6G1

Monthly Minimum Charge will be:

First 10 therms:	\$375.00 per month
Volumetric Rate Per Therm:	\$ 0.1860 per therm

Formerly 6C2 and 6G2

Monthly Minimum Charge will be:

First 10 therms:	\$375.00 per month
Volumetric Rate Per Therm:	\$ 0.1860 per therm

Formerly 6M1 and 6M2

Monthly Minimum Charge will be:

First 10 therms:	\$375.00 per month
Volumetric Rate Per Therm:	\$ 0.1547 per therm

Formerly 6M3 and 6M4

Monthly Minimum Charge will be:

First 10 therms:	\$375.00 per month
Volumetric Rate Per Therm:	\$ 0.1547 per therm

Issued by: Rudolph L. Wynter, President, Brooklyn, New York

PSC NO: 12 GAS LEAF: 427.34.2
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 0
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

SERVICE CLASSIFICATION No. 22 (Continued)

Non-Firm Demand Response Monthly Cost of Gas Tier 2:

Each month, the non-firm demand response monthly cost of gas will be the *lower* of:

1. Weighted Monthly Incremental Cost of Gas ("ICOG"): is the ICOG weighted by the upstream pipeline city gates and volumes used to determine deliveries to non-firm customers, plus the demand charge reduced to ten percent of the allocated pipeline transportation costs, plus a merchant function charge and plus the applicable LAUF" factor or
2. The firm Monthly Cost of Gas (excluding adjustments).

In addition to the charges above, there will be an Earnings Adjustment Mechanism (as explained on Leaf No. 138.55.2), Demand Capacity Surcharge Mechanism (as explained in Rule 57), Net Utility Plant & Depreciation Expense Reconciliation Mechanisms (as explained in Rule 59) and Rate Adjustment Clause (as explained in Rule 60). These charges will appear in the Delivery Rate Adjustment.

Tier 1 Customers Electing Tier 2 Service

For the winter period commencing November 1, 2021, customers with automatic switching equipment had to provide their tier election by September 1, 2021 to commence October 1, 2021. Beginning with Winter 2022/2023, customers with automatic switching equipment must provide 120 days' notice to choose a tier for the upcoming winter period commencing November 1st. Customers with automatic switching equipment that do not request a specific tier will be placed in Tier 1. This election is for the entire year (November – October).

Issued by: Rudolph L. Wynter, President, Brooklyn, New York

PSC NO: 12 GAS LEAF: 427.35
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 3
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

SERVICE CLASSIFICATION No. 22 (Continued)

Not less than two business days prior to the effective date, the Company will file the Statement of Non-Firm Demand Response Sales and Transportation Service Rates with the Public Service Commission. The statement will reflect a unit commodity rate per therm applicable to all sales exceeding the minimum consumption of 10 therms per month.

Revenue Tax Surcharge:

The rates and charges under this service classification, payable in the municipality where service is supplied, will be increased by a percentage equal in amount to the aggregate percentage rate of taxes imposed on the Company's revenues, pursuant to the provisions contained on General Information Leaf No. 90.

Heating Value Adjustment:

Volumes of gas registered at the customer's meter, in Ccf, will be converted to therms, as explained on General Information Leaf No. 38.

Term:

Term will be for a period of one year from the date of commencement of service and renew annually thereafter until terminated by either party. The service agreement is terminable by either party after one year from the commencement of service on six months written notice to the other or terminable in the manner provided by law and the rules and regulations set forth in the Company's Rate Schedule, on file with the Public Service Commission.

Special Provisions:

General:

- a. Unless otherwise expressly authorized by the Company in writing, the "alternate fuel" hereunder will be No. 2 fuel oil.
- b. The "Local Outside Temperature" for the purposes of a local switchover will be the temperature as measured outside of the Customer's premises.
- c. The "LaGuardia Airport Temperature" for the purposes of a Company-initiated interruption will be the temperature measured by the National Weather Service at LaGuardia Airport.

Issued by: Rudolph L. Wynter, President, Brooklyn, New York

PSC NO: 12 GAS LEAF: 427.36
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

SERVICE CLASSIFICATION No. 22 (Continued)

Special Provisions (continued)

- d. The "Designated Temperature(s)" will be the temperatures set annually prior to the winter season by the Company for each tier. The Company reserves the right to adjust this temperature setting, based on system needs, with a minimum forty-eight (48) hours' notice to Customers. There will be a "Designated Interruption Temperature" for each tier when a Customer's equipment will be switched over to an alternate fuel and a "Designated Resumption Temperature" for each tier when the Customer's equipment may be switched back to natural gas.
- e. The Company reserves the right to install and operate such local and remote telemetering/control switching devices as may be necessary to allow for the immediate switchover between gas service and alternate fuel usage, as provided for under this Service Classification.
- f. The following Riders may be applied to this Service Classification:
Rider C - Area Development Rate
Rider D - Business Incentive Rate
- g. If at midday LaGuardia Airport Temperatures are forecast by the National Weather Service for the following day to be equal to or below the Designated Interruption Temperature, the Company will endeavor to provide notification to Customers in accordance with the Communications Protocol described below.
- h. In the event that the Company calls on peaking assets to supplement supply to meet high demand or for 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 Customers, the Company will interrupt service to Customers on this Service Classification. Customers may remain on gas when 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 the Designated Interruption Temperature; and 2) peaking supplies are dispatched based on a day ahead call option with forecast low temperature of the Designated Interruption Temperature or below, but the actual low temperature is higher than the forecast. In each case, Non-Firm Demand Response 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 below. Upon receipt of such notice, the Customer shall curtail or discontinue use of gas as instructed by the Company.

Issued by: John Bruckner, President, Brooklyn, New York

PSC NO: 12 GAS LEAF: 427.37
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 3
INITIAL EFFECTIVE DATE: 12/01/19 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with Order in Case 19-G-0371 dated November 15, 2019

SERVICE CLASSIFICATION No. 22 (Continued)

Special Provisions (continued)

- b. Communications Protocol. The Company will maintain a database of contact information for all of its non-firm demand response 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 and non-firm demand response 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. Each October, the Company will perform an annual communications test during which 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. Effective January 1, 2020, there will be a daily penalty assessed to any customer who has not returned their affidavit. Customers who have not submitted the affidavit for the 2019/2020 winter season by January 1, 2020 will be assessed a daily penalty. Beginning with the 2020/2021 winter season, customers must submit their affidavits by October 1st prior to the start of the winter season, with daily penalties beginning November 1st. The daily penalties for low volume customers (<1,000,000 therms annually) are \$100/day and for high volume customers (1,000,000 therms or greater annually) \$1,000/day.

Company Responsibility:

- a. Gas Service will be supplied under this Service Classification only when and to the extent that the Company has capacity available at the time of application sufficient for the service requested and the Company, after supplying Customers taking continuous service, will have sufficient gas and capacity available to supply the applicant.
- b. The Company reserves the right to accept only such applications under this Service Classification as will, in the Company's sole judgment, permit it to dispose of the gas it has available for sale without requiring an unreasonable or uneconomic extension of facilities.
- c. Control devices, whether automatic or semi-automatic, will be set at the Designated Temperatures. The Company will notify Customers of the current Designated Temperatures prior to the start of each winter.
- d. The Company will be responsible for the maintenance of Company-owned equipment. This equipment is identified as the meter, the remote switchover and meter reading equipment, and all associated wiring and relays associated with that equipment.

Issued by: John Bruckner, President, Brooklyn, New York

PSC NO: 12 GAS LEAF: 427.38
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

SERVICE CLASSIFICATION No. 22 (Continued)

Customer Responsibility:

- a. It is understood and agreed that as a condition of service hereunder Customers are required to transfer their fuel supply from gas to an alternate fuel source when the Local Outside Temperature reaches the Designated Interruption Temperature or there is a Company-initiated interruption, whichever occurs first.
- b. Unless otherwise expressly authorized by the Company in writing, a supply of alternate fuel sufficient to meet the Customer's fuel consumption needs for a period of ten (10) days is the minimum required standby alternate fuel supply at the beginning of the heating season.
- c. Customer will at all times maintain dual-fuel equipment and a sufficient standby alternate fuel supply throughout the heating season in the event that transfer off of natural gas is required pursuant to this Service Classification.
- d. Such dual-fuel equipment and all associated control devices, the installation and the subsequent operation thereof will be subject to the Company's inspection and requirements.
- e. Customer agrees to be solely responsible for the service, maintenance, repair and upkeep of all Customer-owned equipment, including dual-fuel equipment and all associated control devices. The Customer will not be responsible to maintain or repair Company-owned equipment. In maintaining or repairing its own equipment, however, Customer will be responsible to avoid damage to or disconnection of Company-owned equipment and to notify Company immediately of any such event. Customers with semi-automatic equipment are responsible for maintaining an alarm notifying them that the Designated Interruption Temperature has been reached and that a switchover to an alternate fuel is necessary. The Company assumes no responsibility for the adequacy of standby facilities and will not be liable for any loss, damage or expense, direct or indirect that may be incurred by the Customer or others in connection with or as a result of any curtailment or discontinuance of gas service pursuant to this Rate Schedule.
- f. The Customer agrees to permit access by the Company's employees or representatives at any time to the Customer's premises for the purposes of (i) inspection and testing all dual-fuel equipment and associated control devices, (ii) the measurement and verification of dual-fuel consumption and (iii) any necessary maintenance or repair of Company-owned equipment.
- g. The Customer agrees that the Company may measure fuel consumption in any reasonable manner, including but not limited to automatic recording devices ("telemetering").

Issued by: John Bruckner, President, Brooklyn, New York

PSC NO: 12 GAS LEAF: 427.39
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 3
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

SERVICE CLASSIFICATION No. 22 (Continued)

Customer Responsibility (continued):

- h. If any control device fails to switch over to the alternate fuel when the Local Outside Temperature or the LaGuardia Airport Temperature, whichever is first to do so, reaches the Designated Interruption Temperature, the Customer will immediately switch manually from the use of gas to the alternate fuel. No malfunction or failure of any control equipment or devices will excuse Customer from complying with this or any of its obligations under this Rate Schedule.
- i. Regardless of whether the Designated Interruption Temperature has been reached in any location, the Company may, at its discretion, exercised to preserve service to firm Customers, remotely switch over the Customer's equipment to an alternate fuel or, in the case of Customers with semi-automatic equipment, send an alarm to the Customer's premises instructing them to manually switch over their equipment. In such circumstances, Customer agrees to immediately manually switch from the use of gas to the alternate fuel at any time and the Customer will not switch back to gas until notified by the Company.
- j. Customer will have responsible personnel available to receive and act upon notices from the Company 24 hours a day, 7 days a week, including holidays.
- k. The alternate fuel requirements can be waived if a Customer's provides an affidavit that the customer is able to cease natural gas consumption during interruption events, including the annual test.

Company-Initiated Interruptions

Tier 1 Customers

For Customers with automatic equipment, when the Company receives a report that the LaGuardia Airport Temperature has reached the Designated Interruption Temperature, the Company will remotely switch over the Customers' equipment to an alternate fuel ("Company initiated interruption"). The Company will endeavor to provide Customers with advance notice of potential interruptions utilizing the Communications Protocol stated within this service classification. If there is a remote switch over (even if the Customer had already been switched over because the Local Outside Temperature had already reached the Designated Interruption Temperature), there will be a remote switch over of the Customers' equipment back to natural gas once the LaGuardia Airport Temperature reaches the Designated Resumption Temperature. If there was no remote switch over and the Customer's equipment switched over because the Local Outside Temperature reached the Designated Interruption Temperature, the Customers' equipment will be switched back to natural gas once the Local Outside Temperature reaches the Designated Resumption Temperature.

Issued by: Rudolph L. Wynter, President, Brooklyn, New York

PSC NO: 12 GAS LEAF: 427.40
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 5
INITIAL EFFECTIVE DATE: 11/22/21 SUPERSEDING REVISION: 4
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

SERVICE CLASSIFICATION No. 22 (Continued)

Company-Initiated Interruptions (continued)

Tier 2 Customers

When the Company receives a report that the LaGuardia Airport Temperature has reached the Designated Interruption Temperature for Tier 2 Customers, the Company will remotely switch over the Customers' equipment to an alternate fuel or remotely activate an alarm for the semi-automatic Customer sites notifying such Customers to manually switchover to an alternate fuel ("Company initiated interruption") as well as notify customers that have to switchover their equipment manually when the LaGuardia Airport Temperature forecast is within five degrees of the Designated Interruption Temperature. The Company will endeavor to provide Customers with advance notice of potential interruptions utilizing the Communications Protocol stated within this service classification. If the alarm was activated remotely, the Customer may manually switch back to natural gas once the LaGuardia Airport Temperature reaches the Designated Resumption Temperature for Customers with semiautomatic equipment. If the Local Outside Temperature reached the Designated Interruption Temperature and the Designated Interruption Temperature had not been reached at LaGuardia Airport, the Customer may manually switch back to natural gas once the Local Outside Temperature reaches the Designated Resumption Temperature.

Annual System-Wide Test:

The Company will conduct an announced annual system-wide test of Customers' compliance under this Service Classification at the beginning of the heating season. The Company will conduct an unannounced system-wide test of Customers' compliance under this Service Classification at the end of each January. The January test will waive penalties for customers that incur an equipment failure as long as the customer provides supporting documentation.

Customer Failure:

Each instance where a Customer fails to curtail gas consumption (in excess of two therms per hour) when there is a Company initiated interruption will be considered a separate violation of the requirements of this Service Classification, unless such failure is due to a failure of Company-owned equipment that is not attributable to Customer. It will also be considered a violation if the Company becomes aware that the Customer interfered with the Company-owned equipment and such interference resulted in failure to interrupt gas service. The Customer will be notified of each violation. However, should a customer fail to switch to its alternate fuel during another interruption within 48 hours of a previous interruption, the customer will not be assessed a violation. For any two violations during a winter period (November through March), including any violation during the annual system-wide test, the Customer will be notified that it has violated the requirements of the tariff and the following conditions will apply:

Issued by: Rudolph L. Wynter, President, Brooklyn, New York

PSC NO: 12 GAS LEAF: 427.41
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 4
INITIAL EFFECTIVE DATE: 10/11/20 SUPERSEDING REVISION: 3
STAMPS: Issued in compliance with Order in Case 19-G-0371 dated August 14, 2020

SERVICE CLASSIFICATION No. 22 (Continued)

Customer Failure (continued)

Non-Critical Care Customers:

- i. Required to apply for firm service;
- ii. Non-compliance charges will be incurred until remediation is complete or end of the winter season. Note: Beginning with the 2020/2021 winter season, non-compliance charges will start again on November 1st or the date the Company identifies the customer is still non-compliant, whichever date is later;
- iii. Required to submit a remediation plan. The Company will review and approve the plan within 30 days of submittal;
- iv. Required to provide proof that an efficiency audit was conducted within the last ten years or have one performed at the customer's expense;
- v. Required to install, at the customer's expense, a tank monitoring device that alerts the customer's fuel oil supplier of tank levels or an automatic shut-off valve; and
- vi. Agree to an unannounced on-site inspection of its alternate fuel facilities to verify ability to interrupt.

Critical Care Customers:

All of the requirements above for non-critical care customers apply to critical care customers, with the exception of the requirement to apply for firm service.

A critical care customer is any non-firm customer that provide life-saving or life-sustaining services, including the delivery of newborns (*i.e.*, hospitals providing critical care, nursing homes, correctional facilities, assisted living facilities, rehabilitation centers, homeless shelters, or designated areas of refuge, identified on an annual basis by local or state governmental agencies), where public safety could be affected by a need to relocate the occupants. Public facilities, such as schools that are utilized as emergency shelters, will be designated "critical" only when used as emergency shelters or refuges. All other customers are considered non-critical care.

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

Issued by: John Bruckner, President, Brooklyn, New York

PSC NO: 12 GAS LEAF: 427.42
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

SERVICE CLASSIFICATION No. 22 (Continued)

Customer Failure (continued)

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.

Unauthorized Use Charge:

Beginning two hours after a Company-initiated interruption and continuing for the duration of the interruption period, any gas consumed by a Customer in excess of two therms per hour without the express written authorization of the Company will be subject to an additional per therm charge of either (i) two times 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 were a transportation Customer, or (ii) nine times the applicable sales rate, whichever is lower. All charges are subject to all utility taxes and surcharges. *Market Price* is defined as the highest city gate delivered price of natural gas at Transco Zone 6 NY, Texas Eastern M3 or Iroquois Zone 2 on the days of interruption, as quoted by Platts' "Gas Daily" report. A limited exception to the foregoing will apply if the Customer's failure to interrupt during a Company initiated interruption is due to a failure of Company-owned equipment that is not attributable to Customer. In such event, the Unauthorized Use Charge will only apply if the Customer fails to switch after the Company notifies the Customer to switch to its alternate fuel manually. The Customer will be subject to the Unauthorized Use Charge if the Company becomes aware that the Customer failed to interrupt gas service when required to do so because the Customer interfered with Company-owned equipment. In the event of consumption of gas during such periods, the Company will have the right to estimate the amount of such consumption for the purpose of imposing the additional charge. Such estimate may be based upon the average daily consumption during periods of authorized consumption or upon any other reasonable method including, but not limited to, the use of telemetering equipment. Where a condition is experienced by the Customer that prevents the required switch over from gas, the Customer agrees to immediately notify the Company and to take immediate action to correct such condition, and to notify the Company when such condition has been corrected.

Issued by: John Bruckner, President, Brooklyn, New York

PSC NO: 12 GAS LEAF: 427.43
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 4
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 3
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

SERVICE CLASSIFICATION No. 22 (Continued)

Non-Compliance Charges for Equipment Failure and/or Inadequate Fuel on Hand:

Whenever the Company becomes aware that the Customer's equipment is incapable of switching to an alternate fuel and/or that the Customer does not have a reasonable amount of fuel on hand considering the time in the heating season, the Company will notify the Customer within forty-eight (48) hours that the violation must be corrected within ten (10) calendar days. It will be the responsibility of the Customer to contact the Company and provide proof that the violation has been corrected

Customers that receive notice from the Company regarding inadequate standby fuel and/or equipment failure that fail to supply the Company with proof that the violation has been corrected will be subject to a non-compliance charge per therm equal to the greater of 130% of the No. 2 oil gas equivalent price (as published in the Journal of Commerce NY barge consumer No. 2 oil) or 130% of their otherwise applicable variable sales rate. For Customers taking Non-Firm Demand Response Transportation service, the non-compliance charges will be 130% of the applicable month's posted Non-Firm Demand Response Transportation Rate, SC 18-22. Such noncompliance charge, which will be subject to all applicable utility taxes and surcharges, will be in lieu of the otherwise applicable variable rate and will be effective for the billing period during which non-compliance becomes known, and for any subsequent periods until the Customer provides the Company with satisfactory proof that the violation has been corrected. Customers subject to this higher variable rate continue to be subject to all terms and conditions of this Service Classification. If a Customer's action during a specific interruption results in both noncompliance and Unauthorized Use charges being warranted, only the Unauthorized Use charges will be billed.

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: Rudolph L. Wynter, President, Brooklyn, New York

PSC NO: 12 GAS LEAF: 427.44
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

SERVICE CLASSIFICATION No. 22 (Continued)

Charge for Late Payment:

A late payment charge at the rate of one and one half percent (1.5%) per month may be applied to the accounts of all Customers, except state agencies, taking service under this Service Classification. The charge will be applied to all amounts billed, including arrears, and unpaid late payment charge amounts applied to previous bills that are not received by the Company on or before the date specified on the bill. The date so specified will not be less than 20 days after the last day of each billing period. Service to state agencies will be rendered in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984, effective July 1, 1984). Notwithstanding the foregoing, the Company reserves the right to discontinue service and/or to take any other action permitted by law with respect to any Customer who fails to make full and timely payment of all amounts due the Company, including amounts due for late payment charges hereunder.

Issued by: John Bruckner, President, Brooklyn, New York

PSC NO: 12 GAS LEAF: 427.45
 COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2
 INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION:
 STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

SERVICE CLASSIFICATION No. 22 (Continued)

APPLICATION FOR NON-FIRM DEMAND RESPONSE SERVICE

The undersigned
 Customer(Individual/Corporation)_____, is
 requesting non-firm demand response service at _____.

The undersigned hereby agrees subject to all terms and conditions to use the gas purchased hereunder only in the operation of the following equipment which is in regular use, and has an input capacity of _____BTU's per hour and not to use in such specified equipment any gas purchased from the Company other than gas purchased under this Service Classification.

_____ **SC 22 Non-Firm Demand Response Tier 1** (Leaf Nos. 427.34 thru 427.44).

_____ **SC 22 Non-Firm Demand Response Tier 2** (Leaf Nos. 427.34 thru 427.44)

To pay for such service at the applicable rates of the above designated service classification and any amendments, thereof, in effect and on file with the Public Service Commission.

To comply with the rules and regulations set forth in the Rules, Regulations and General Information for Gas Service, P.S.C. No. 12- Gas and any amendment thereof, in effect and on file with the Public Service Commission.

Customer:

Company:

(dated)

(dated)

Issued by: John Bruckner, President, Brooklyn, New York

..DID: 5335
..TXT: PSC NO: 12 GAS LEAF: 428
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

IV. FORMS

MAIN EXTENSION AGREEMENT - (Original Consumer)

AGREEMENT made _____, _____, between _____

first party, and THE BROOKLYN UNION GAS COMPANY, second party, here-in after called the Company.

W I T N E S S E T H:

WHEREAS, first party is the owner or occupant of the premises known as _____ having access to a public thoroughfare as defined on General Information Leaf No. 13 in which there is no gas main appropriate to the service requested as herein described on Leaf Nos. 14 and 15, first party having made written application to the Company to supply gas to the said premises and requested the Company to extend its system so as to supply gas to the said premises:

NOW THEREFORE, in consideration of the supply of gas to said premises, the parties have hereto agreed:

FIRST: First party assures the Company that _____ will be a reasonably permanent consumer.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5336
..TXT: PSC NO: 12 GAS LEAF: 429
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

FORMS

MAIN EXTENSION AGREEMENT (Original Consumer) - Continued

SECOND: First party agrees to pay the Company the rates applicable to the type of service requested and, in addition, a surcharge to twenty percent per year of the actual reasonable cost of such portion of the said main extension (excluding the cost of any service pipe and accessories) that is in excess of the service provided by the Company as herein described from the end of the nearest gas main appropriate to the service requested in the said public thoroughfare if the size of the said extension be four inches or less in nominal diameter in the case of low pressure distribution or two inches or less in nominal diameter in the case of high pressure distribution. If the estimated use of gas by first party can be adequately furnished by a low pressure main of four inches nominal diameter or a high pressure main of two inches nominal diameter the surcharge shall be based upon the estimated cost of four-inch low pressure mains or two-inch high pressure mains, although the Company, at its own discretion may extend a main of larger size. If, however, the estimated use of gas by first party requires a larger sized main, the surcharge shall be based upon the actual reasonable cost of such larger sized main extension. The surcharge shall be paid ratably for each billing period, provided, however, that said surcharge shall begin when gas service is first available to the applicant and shall cease ten years from that date. The surcharge shall be reduced by fifty per cent of adjusted gas revenues, provided, however, that the credit shall not exceed the amount of the surcharge as determined above. Adjusted gas revenues as used herein shall be the revenues realized from the applicable Service Classification rates and charges less the revenue taxes, minimum charge and the cost of gas. The cost of gas shall be computed by multiplying the average cost of gas per unit-as used in the gas adjustment calculation by the units of gas used.

THIRD: A main shall be considered as high pressure when a governor is required to be installed between the service connection to the main and first party's meter.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5327

..TXT: PSC NO: 12 GAS

LEAF: 430

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 1

INITIAL EFFECTIVE DATE: 10/01/98

SUPERSEDING REVISION: 0

STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)

RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

FORMS**MAIN EXTENSION AGREEMENT (Original Consumer) - Continued**

FOURTH: Whenever more than one consumer is connected to the said main extension the said surcharge shall be so adjusted that the Company shall not receive in any one calendar year more than the percentage applicable to the said extension from all consumers served from the said extension and the said surcharge shall be reasonably allocated to the several consumers served from the said extension, taking into account the portion of mains and appurtenant facilities which the corporation is required to provide without charge to each customer served from such facilities.

FIFTH: Whenever the number of consumers on the said main extension multiplied by one hundred feet shall equal or exceed the length of the said main extension, or whenever the total adjusted revenue for gas service in each of any two consecutive calendar years from all consumers on the said main extension shall exceed forty percent of the actual reasonable cost of the said main extension, as defined in paragraph SECOND of this agreement, all surcharges shall cease. No surcharge shall be imposed if the total estimated adjusted revenue for gas service in each of any two consecutive calendar years shall exceed forty percent of said cost. Should the adjusted gas revenue from all customers served from a main extension exceed the carrying cost of the entire extension, any surcharges (or contributions) paid by such customer during the preceding five years shall be refunded to such customers.

SIXTH: When required by the Company, first party agrees to execute and deliver to the Company free from cost satisfactory permanent easements or rights of way insofar as the extension or subsequent addition thereto affect the property owned by first party for placing and maintaining the extended line. The Company shall not be obliged to commence construction of an extension of its system until first party has obtained and delivered to the Company satisfactory permanent easements or rights of way agreements or have agreed to pay such cost as may be incurred by the Company if at the first party's request it obtains such easements or rights of way. This provision is applicable irrespective of the length of the extension.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5328
..TXT: PSC NO: 12 GAS LEAF: 431
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

FORMS

MAIN EXTENSION AGREEMENT (Original Consumer) - Continued

SEVENTH: First party agrees to furnish reasonable security for the performance of this agreement is so requested by the Company.

EIGHTH: This agreement shall inure to the benefit of and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

THE BROOKLYN UNION GAS COMPANY

BY:

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

Received: 09/25/1998

Status: EFFECTIVE
Effective Date: 10/01/1998

Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)

PSC NO: 12 GAS LEAF: 431.1
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 3
INITIAL EFFECTIVE DATE: 04/01/23 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

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 2 Hanson Place, Brooklyn, NY 11217.

W I T N E S S E T H:

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 [interruptible] [temperature controlled] 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: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS LEAF: 431.2
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 0
INITIAL EFFECTIVE DATE: 01/01/17 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated December 16, 2016

IV. FORMS (Continued)

SYSTEM REINFORCEMENT SURCHARGE AGREEMENT (continued)

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

FIFTH: The interpretation and performance of this Agreement shall be in accordance with the laws of the State of New York, without recourse to the law governing conflict of laws, and to all present and future valid laws with respect to the subject matter hereof, including present and future orders, rules, and regulations of the New York State Public Service Commission and other duly constituted authorities.

SIXTH: This Agreement shall inure to the benefit of and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

[CUSTOMER]

THE BROOKLYN UNION GAS COMPANY
d/b/a NATIONAL GRID NY

BY: _____

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

..DID: 5329
..TXT: PSC NO: 12 GAS LEAF: 432
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

FORMS**MAIN EXTENSION AGREEMENT (Additional Consumer)**

AGREEMENT made _____, _____, between _____

first party, and THE BROOKLYN UNION GAS COMPANY, second party, here-in after called
the Company.

W I T N E S S E T H:

WHEREAS, first party is the owner or occupant of the premisses known as _____

_____ and

WHEREAS, the Company has heretofore entered into a contract with

_____ hereinafter called the original consumer, dated _____,
_____, for the extension of its system pursuant to the requirements of the Public Service
Commission as set forth in 16 NYCRR Part 230, the provisions of which contract have been
made known to first party, and

WHEREAS, subsequent to the extension of its system pursuant to said contract _____
consumers in addition to the original consumer have been connected tot he said main
extension and

WHEREAS, first party has made written application to the Company to supply gas to said
premises from the said main extension by connection of said premises thereto.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5330

..TXT: PSC NO: 12 GAS

LEAF: 433

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 1

INITIAL EFFECTIVE DATE: 10/01/98

SUPERSEDING REVISION: 0

STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)

RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

FORMS**MAIN EXTENSION AGREEMENT (Additional Consumer) - Continued**

NOW, THEREFORE, in consideration of the mutuality hereof, the parties have agreed that the surcharge provided in paragraph SECOND of said contract between the original consumer and the Company shall, during the period in which said surcharge is imposed, be reasonably allocated to first party and the several other consumers from time to time served from said extension as provided in paragraph FOURTH of said contract between the original consumer and the Company, and first party, in addition to the rates applicable to the type of service requested, will pay the Company, the amount so allocated to first party, ratably for each billing period.

This agreement shall inure to the benefit of and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

THE BROOKLYN UNION GAS COMPANY

BY _____

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

Received: 09/25/1998

Status: EFFECTIVE
Effective Date: 10/01/1998

Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)

..DID: 5331

..TXT: PSC NO: 12 GAS

LEAF: 434

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 1

INITIAL EFFECTIVE DATE: 10/01/98

SUPERSEDING REVISION: 0

STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)

RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

FORMS**REQUEST TO TEST AND CHANGE METER**

THE BROOKLYN UNION GAS COMPANY

To _____

Receipt is hereby acknowledged of your complaints involving the question of the accuracy of the gas meter on your premisses. If you desire this Company to test the meter for accuracy of registration please sign the attached application and return it withing ten days. If, however, you desire to have your meter officially tested, application should be made promptly to the Public Service commission, at its office, One Penn Plaza, New York, NY 10119. The Commission will make such a test upon request of the customer of record.

THE BROOKLYN UNION GAS COMPANY,

Per _____

If you desire to have your meter changed and tested by the Company, without any expense to you, please sign the form of request printed below.

The Brooklyn Union Gas Co., _____,

I hereby request you to exchange and test the gas meter registering gas supplied to my premises _____ occupied as a

_____ without charge to me for such test.

(Signature of Consumer)

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5320

..TXT: PSC NO: 12 GAS

LEAF: 435

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 1

INITIAL EFFECTIVE DATE: 10/01/98

SUPERSEDING REVISION: 0

STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)

RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

FORMS**REQUEST TO TEST AND CHANGE METER - Continued**

If consumer desires to witness the test, the following should be signed:

I desire to witness the foregoing test at the Company's testing station, Building #40, 2nd floor,
Ditmas Avenue and East 83rd Street, Brooklyn, NY 11236.at _____ o'clock (AM - PM) on _____ the _____
(day of week) (date)of _____ , _____
month year

Please allow ten days.

Tests are made between the hours of 9 am and 4 pm, Monday to Friday, inclusive.

Your telephone No. _____ (Signature of Customer) _____

(Meter will be tested at the appointed hour unless request is made for postponement).

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5321
..TXT: PSC NO: 12 GAS LEAF: 436
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

FORMS
CERTIFICATE OF COMPLIANCE

Dwelling Converting to Gas Space Heat

1. I _____
(Owner)

am aware that the Minimum Insulation Standards for Dwellings Converting to Gas Space Heat require my house to have storm doors, storm windows and at least R-19 (usually six inches) roof insulation. I certify that my building

at

(Location)

meets those requirements, or that I have obtained a waiver, and I understand that should my building be found not in compliance, a 25 percent surcharge on my utility bill may be imposed or gas service may be discontinued.

This undersigned attests that all statements and representations contained in this certificate are true and accurate.

(Signature of Owners)

(Address)

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5322

..TXT: PSC NO: 12 GAS

LEAF: 437

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 1

INITIAL EFFECTIVE DATE: 10/01/98

SUPERSEDING REVISION: 0

STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)

RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

FORMS**CERTIFICATE OF COMPLIANCE - Continued**

2. I have inspected the building

at

(Location)

owned

by

(Owner)

and certify that it meets the requirements of the minimum Insulation Standards for Dwellings
Converting to Gas Space Heat.

The undersigned certifies that a properly executed copy of this certificate will be
delivered to the owner and further attests that all statements and representation contained in
this certificate are true and accurate.

(Date)

(Signature of Contractor or
Utility Representative)

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

Received: 09/25/1998

Status: EFFECTIVE
Effective Date: 10/01/1998

Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)

..DID: 5323
..TXT: PSC NO: 12 GAS LEAF: 438
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

FORMS
RESIDENTIAL SERVICE APPLICATION

Service Applicant's Name _____ Turn On Date _____

Service
Address _____ Apt. _____ Floor _____ Zip Code _____
(for applicant)

Mailing
Address _____ Apt. _____ Floor _____ Zip Code _____
(if different)

Former
Address _____ Apt. _____ Floor _____ Zip Code _____
(not BU customer)

Previous Brooklyn Union
Service Address
In your Name _____ Apt. _____ Floor _____ Zip Code _____
(if applicable)

Telephone Number: (_____) _____.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5324
..TXT: PSC NO: 12 GAS LEAF: 439
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

FORMS**RESIDENTIAL SERVICE APPLICATION - Continued**

I am applying for gas service at the above service address in accordance with the rules and regulations of the New York State Public Service Commission. I also agree to comply with the terms and conditions contained in Brooklyn Union's Schedule for Gas Service (Tariff) available at any Brooklyn Union District Office.

I will pay for service charges in accordance with the applicable service classification. I understand that access to this premises and the gas meter must be made available in order for Brooklyn Union to provide service to me. I also understand that when I move, I must call to have service shut off.

Applicant's Signature: _____ Date: _____

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5314

..TXT: PSC NO: 12 GAS

LEAF: 440

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 1

INITIAL EFFECTIVE DATE: 10/01/98

SUPERSEDING REVISION: 0

STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)

RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

FORMS**APPLICATION FOR NON-RESIDENTIAL SERVICE**

This Application must be completed by all applicants for Non-Residential gas service. Should you not have the necessary Requirements for Non-Residential Service available, service will be deferred until you return to Brooklyn Union with them. These Requirements for Non-Residential Service will be/are circled below.

Our representatives are available to answer your questions concerning this Application.

Requirements for Non-Residential Service

1. A completed Application for Non-Residential Service form, and
2. a lease or a notarized letter from the landlord stating responsibility including the date of your responsibility or a recorded deed listing date filed and the county or a letter from your lawyer stating full details of the sale, date filed and the county, and
3. a security deposit may be required.
4. A notarized power of attorney letter will be required if applicant is not an authorized representative of the applicant (Non-Corporation) or a notarized letter of authorization if applicant is not an authorized officer of the Corporation.
5. Information concerning other gas accounts under the applicant's name (Corporation and Non-Corporation).

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5315
..TXT: PSC NO: 12 GAS LEAF: 441
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

FORMS

APPLICATION FOR NON-RESIDENTIAL SERVICE - Continued

For Corporations:

1. Corporate papers -- certificate of incorporation, corporate resolution, the filing date, county of filing and state seal, complete list of corporate officers, their titles, home addresses and corporate bank references, and
2. utility bills (dated within the last two months) as proof of your address, if appropriate.

For Non-Corporations:

1. Bill of sale or proof of purchase of business/equipment, if applicable.
2. Bulk transfer notice, if applicable.
3. Business certificate filed with the City of New York.
4. If an individual, you will be required to present one of the following as proof of your home mailing address:
 - postmarked envelope (dated within the last two months)
 - utility bills (dated within the last two months)
 - voter's registration card
 - driver's license

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5316
..TXT: PSC NO: 12 GAS LEAF: 442
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

FORMS**APPLICATION FOR NON-RESIDENTIAL SERVICE - Continued****I. GENERAL INFORMATION****Applicant Information:**

Account Name _____ Bus.Tel. No. _____

Service Address _____ Borough _____ Zip _____

Mailing Address (if different from above):

c/o Name _____ Home Tel. No. _____

Address _____ City _____ State _____ Zip _____

Principal Officers, Partners or Owners of Business:

__Corporation __Partnership __Individual __Other _____

1. Name _____ Title _____

Home Address _____ Tel. No. _____

City _____ State _____ Zip _____ Soc.Sec.No. _____

2. Name _____ Title _____

Home Address _____ Tel. No. _____

City _____ State _____ Zip _____ Soc.Sec.No. _____

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5317

..TXT: PSC NO: 12 GAS

LEAF: 443

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 1

INITIAL EFFECTIVE DATE: 10/01/98

SUPERSEDING REVISION: 0

STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)

RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

FORMS**APPLICATION FOR NON-RESIDENTIAL SERVICE - Continued**

3. Name_____Title_____

Home Address_____Tel. No._____

City_____State_____Zip_____Soc.Sec.No._____

Managing Agents - Trustees - Receiverships - Estates:

1. MANAGING AGENTS Name_____

Owner's Contract - Date of Contract_____Signed by_____

Owner's Home Address_____

City_____State_____Zip_____

2. TRUSTEE/EXECUTOR/RECEIVER Date Signed_____

Name_____Court Index No._____

Judge's Name_____County of_____

Date Estate Established_____

Lawyer's Name_____Tel. No._____

Address_____State_____Zip_____

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5318
..TXT: PSC NO: 12 GAS LEAF: 444
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

FORMS**APPLICATION FOR NON-RESIDENTIAL SERVICE - Continued****II. BANK REFERENCE**

Name of Bank _____ Branch Address _____

City _____ State _____ Zip _____

Name Account Carried in _____

Type of Account _____

**III. SERVICE CLASSIFICATION
(BILLING RATE)**

It is important to answer the following questions accurately to assist us in determining the proper and most beneficial service classification for your account.

The cost of gas service may vary depending on the service classification. There are eligibility requirements for each service classification and you may qualify for more than one. One service classification may be more beneficial than another. If your use of gas service or gas equipment changes in the future you must notify Brooklyn Union Gas so that you may be properly billed. In classifying your service, we may rely on the information that you provide us. If you provide inaccurate or incomplete information and we back bill your account under the correct service classification, you may not be eligible for a refund of any overcharges. A brochure which explains the common Non-Residential service classifications is provided with this Application. Questions about service classification may be discussed with our customer representatives. Our tariff, which is on file in every Company office, describes each service classification in detail any may be examined upon request.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5319

..TXT: PSC NO: 12 GAS

LEAF: 445

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 1

INITIAL EFFECTIVE DATE: 10/01/98

SUPERSEDING REVISION: 0

STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)

RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

APPLICATION FOR NON-RESIDENTIAL SERVICE - Continued**A. Appliances in Use**☐ Central Heat ☐ Space Heating with ☐ units☐ # of Apts.☐ Oil Burner Pilot☐ Water Heating☐ Commercial Cooking with ☐ Ranges☐ Dryers ☐☐ Other ☐☐ Gas Air Conditioning☐ Other (Explain) ☐**B. Type of Dwelling**☐ Multi-Family☐ Factory☐ Warehouse☐ Store**C. General Service Classification Questions**1. Is the same gas equipment being used as for the prior customer? ☐ Yes☐ No

2. Total BTU Input of your gas

equipment. ☐3. Description of the type of business (i.e., restaurant, laundromat, etc.) ☐

4. Is premises owned or operated by a religious institution where gas is used predominantly for

religious purposes? ☐ Yes ☐ No5. Is premises a community residence for the mentally ill operated by a non-for-profit corporation and does not have staff on premises 24 hours a day? ☐ Yes☐ No

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5308

..TXT: PSC NO: 12 GAS

LEAF: 446

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 1

INITIAL EFFECTIVE DATE: 10/01/98

SUPERSEDING REVISION: 0

STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)

RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

FORMS**APPLICATION FOR NON-RESIDENTIAL SERVICE - Continued****D. Other Account Information**

1. Is access to your meter controlled by another party? _____ Yes _____ No

Name of Access Controller _____

Address _____

Borough _____ State _____ Zip _____

Tel. No. _____ Brooklyn Union Account No. _____

2. What is the tax exemption status of your business? (Please attach copy of exemption certificate, if applicable.)

_____ Taxable _____ Non-Taxable _____ Partial Tax Exempt

Tax Identification Number _____

3. Do you currently have another Non-Residential account with Brooklyn Union? ____ Yes ____ No

Have you had a Non-Residential account with Brooklyn Union before? ____ Yes ____ No

Name of Current or Prior Account _____

Address _____

Borough _____ Zip _____

Account No. _____

E. Request for Inspection

--Deed/Lease Name _____ Tel.No. _____

Date of Responsibility _____ County Filed _____

--Lawyer's Name _____ Tel.No. _____

--Business Certificate/Corporate Documents

Name _____ Tel.No. _____

Date of Responsibility _____ County Filed _____

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5309

..TXT: PSC NO: 12 GAS

LEAF: 447

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 1

INITIAL EFFECTIVE DATE: 10/01/98

SUPERSEDING REVISION: 0

STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)

RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

FORMS**APPLICATION FOR NON-RESIDENTIAL SERVICE - Continued****V. CUSTOMER CERTIFICATION OF APPLICATION**

I/we agree to pay for service supplied to the premises applied for in this application at the rates, charges and terms in accordance with the provisions of the Brooklyn Union Gas Tariff, and any applicable law, regulation or ordinance. To the best of my/our knowledge, the information provided here is accurate and no attempt has been made to misrepresent the facts.

**Corporate
Seal**

Application submitted by:

Print Name_____

Full Signature_____

Relationship to person responsible for account:

____Same ____Third Party (Specify)_____

Date this application was made:_____

For Company Use Only

Representative_____Emp. No._____

District Office_____

Account No._____

Rate/SA_____

DEPOSIT INFORMATION

Amount \$_____ Certificate No._____

Waived-Supv. Signature_____

Reason_____

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

PSC NO: 12 GAS LEAF: 448
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 6
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 4
STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

RESERVED FOR FUTURE USE

Issued by: John Bruckner, President, Brooklyn, New York

..DID: 5311
..TXT: PSC NO: 12 GAS LEAF: 449
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

FORMS**APPLICATION FOR INTERRUPTIBLE SERVICE - Continued**

That service shall be terminable by either party after one year from the commencement of service on six months' written notice to the other, or terminable in the manner provided by law and the rules and regulation set forth in the Rules, Regulations, and General information for Gas Service P.S.C. No. 12-GAS, and any amendments thereof, in effect and on file with Public Service Commission.

Accepted By Brooklyn Union

Accepted by Customer

Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5313
 ..TXT: PSC NO: 12 GAS LEAF: 450
 COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
 INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
 STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
 RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

FORMS
RESIDENTIAL DEFERRED PAYMENT AGREEMENT

Customer's Name _____	Date _____
Service Address _____	Current Bill \$ _____
_____	Arrears \$ _____
Phone Number (Home) _____	Adjustment \$ _____
(Business) _____	Balance \$ _____
Account Number _____	

Deferred Payment Agreement

This is an agreement by (name of customer) to make monthly payments to Brooklyn Union Gas for past due amounts. Brooklyn agrees not to turn off gas service address if you keep the terms of this agreement.

Deferred Payment Agreement Terms

The total amount owed is \$ _____ as of the above date. You are to pay the amount owed in the following way:

\$ _____	Down Payment Amount
\$ _____	Remaining Balance
\$ _____	Monthly Payment

_____ monthly payments are due by the _____ day of each month. The first monthly payment is due on _____. Any bill we send you after the above date is due when you receive it.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5302

..TXT: PSC NO: 12 GAS

LEAF: 451

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 1

INITIAL EFFECTIVE DATE: 10/01/98

SUPERSEDING REVISION: 0

STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)

RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

FORMS**RESIDENTIAL DEFERRED PAYMENT AGREEMENT - Continued****Budget Billing Option**

You may enroll in our budget Plan which allows you to pay for your annual gas usage in equal monthly payments. Check the box below to join and you'll start on the plan immediately. Information describing the Budget Plan is provided to you in the Financial Assistance Brochure. Call 718-643-4050 if you have any questions.

YES: I would like Budget Billing ()

Acceptance of Agreement

I have read, understand and accept this agreement.

Customer's Signature _____ Date _____

Company's Representative _____ Date _____

Credit Approval _____ Date _____

District Office _____ GRP. Emp. # _____ Supv Approval _____

Deferred Agreement Rules

- " This agreement must be fair and based on your ability to pay.
- " If you are unable to pay these terms, do not sign this agreement. Instead call us at 718-403-2167 or visit a District Office addresses listed on the back of your gas bill.
- " If you can show financial need, other payments terms may be arranged. Depending on your financial circumstances, a down payment may not be required and monthly payments may be as low as \$10,00 per month.
- " This agreement can be changed if your ability to pay changes significantly for reasons you cannot control. If you have any questions call us or visit a District Office.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5303
..TXT: PSC NO: 12 GAS LEAF: 452
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

FORMS

RESIDENTIAL DEFERRED PAYMENT AGREEMENT - Continued

What Happens If you Do Not Return This Agreement?

If you do not pay the past due amount in full or return one copy of this agreement form signed with the required down payment, we will turn off you gas service.

What Happens If These Payments are Not Made?

If you sign this agreement and we do not receive monthly payments or your regular bill payments on time, we can require you to pay the full amount owed on your account. We will send you a notice allowing you 15 days to pay before service is turned off.

Assistance

If you receive Public Assistance or Supplemental Security Income, you may be eligible for help in paying your utility bill. Please visit your local Social Services Office or call 1-212-925-4665 for information.

If you need further help understanding or making this agreement, you may call us at 718-403-2167. Additional assistance is available if you ask to speak to a supervisor. You may also ask to have your inquiry reviewed by our Consumer Appeals Bureau.

If we cannot assist you, you can request help from the New York State Public Service Commission at 212-219-3550, 8:30 AM to 4:30 PM, Monday through Friday.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5304

..TXT: PSC NO: 12 GAS

LEAF: 453

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 1

INITIAL EFFECTIVE DATE: 10/01/98

SUPERSEDING REVISION: 0

STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)

RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

FORMS**RESIDENTIAL DEFERRED PAYMENT AGREEMENT****DIRECT MAILING - Continued**

This Is a Deferred Payment Offer

		Date	_____
Customer's Name	_____	Current Bill	\$ _____
Mailing Address	_____	Arrears	\$ _____
	_____	Adjustment	\$ _____
Account Number	_____	Balance	\$ _____
Service Address	_____		

Dear Customer,

Recently, we sent you a Final Termination Notice due to your non-payment of bills. We are now prepared to turn off gas service. To avoid turn off, please make payment in full or you can enter into a Deferred Payment Agreement.

Specific Deferred Payment Agreement Offer

This is an agreement to make monthly payments to Brooklyn Union Gas for past due amounts. Brooklyn Union Gas agrees not to turn off gas service to the service agrees if you accept this offer and keep the terms of this agreement.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5305

..TXT: PSC NO: 12 GAS

LEAF: 454

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 1

INITIAL EFFECTIVE DATE: 10/01/98

SUPERSEDING REVISION: 0

STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)

RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

FORMS**RESIDENTIAL DEFERRED PAYMENT AGREEMENT****DIRECT MAILING - Continued**

Deferred Payment Agreement Terms

The total amount owed is \$ _____ as of the above date. To accept this offer you can pay as follows:

\$ _____

Down Payment Amount

\$ _____

Remaining Balance

\$ _____

Monthly Payment

_____ monthly payments are due by the _____ day of each month. The first monthly payment is due on _____. Any bill we send you after the above date is due when you receive it.

To accept this offer sign on the reverse side. Return one signed copy with your down payment in the enclosed postage paid envelope. Keep one copy for your files. Return by _____ to avoid turn off.

Deferred Payment Agreement Rules

What Happens If you Do Not Return This Agreement

If you do not pay the past due amount in full or return one copy of this agreement form signed with the required down payment, we will turn off you gas service.

What Happens If These Payments are Not Made

If you sign this agreement and we do not receive monthly payments or you regular bill payments on time, we can require you to pay the full amount owed on your account. We will send you a notice allowing you 15 days to pay before service is turned off.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5306
..TXT: PSC NO: 12 GAS LEAF: 455
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

FORMS
RESIDENTIAL DEFERRED PAYMENT AGREEMENT
DIRECT MAILING - Continued

Assistance

If you receive Public Assistance or Supplemental Security Income, you may be eligible for help in paying your utility bill. Please visit your local Social Services Office or call 1-212-925-4665 for information.

If you need further help understanding or making this agreement, you may call us at 718-403-2167. Additional assistance is available if you ask to speak to a supervisor. You may also ask to have your inquiry reviewed by our Consumer Appeals Bureau.

If we cannot assist you, you can request help from the New York State Public Service Commission at 212-219-3550, 8:30 AM to 4:30 PM, Monday through Friday.

Budget Billing Option

You may enroll in our Budget Plan which allows you to pay for your annual gas usage in equal monthly payments. Check the box below to join and you'll start on the plan immediately. Information describing the Budget Plan is provided to you in the Financial Assistance Brochure. Call 718-643-4050 if you have any questions.

YES: I would like Budget Billing ()

Acceptance of Agreement

I have read, understand and accept this agreement.

Customer's Signature _____
Telephone Number _____ Date _____

Payment Agreement Terms

Accepted by The Brooklyn Union Gas Company

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5307

..TXT: PSC NO: 12 GAS

LEAF: 456

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 1

INITIAL EFFECTIVE DATE: 10/01/98

SUPERSEDING REVISION: 0

STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)

RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

FORMS**NON-RESIDENTIAL DEFERRED PAYMENT AGREEMENT - Continued**

Cycle _____ Account No.: _____ Rate/SA _____ Actives
 Name _____ Date _____ Final
 _____ (No Gas)
 Service Address _____ Bus.Tel.No.: _____ Legal
 _____ Multiples
 _____ (Borough) _____ (Zip)
 Home Address _____ Home.Tel. No.: _____
 _____ (Borough) _____ (Zip)

ABOUT THIS AGREEMENT

This is an agreement by _____ to make payments
 to

(Name of Customer)

Brooklyn Union Gas for amounts owed. It is also an agreement by Brooklyn Union Gas that it
 will not turn off your service to the account number listed above as long as you make payments
 on time. This agreement is not enforceable unless it is signed and the down payment is received
 by _____

(Date)**Terms of DPA**

() No Field Call () Field Call () Backbill () Security Deposit

HOW MUCH IS TO BE PAID

Total gas charges _____

Late payment charges billed _____

Deposit _____

Other _____

Total amount you owe Brooklyn Union is \$ _____

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5297
..TXT: PSC NO: 12 GAS LEAF: 457
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)
RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

FORMS**NON-RESIDENTIAL DEFERRED PAYMENT AGREEMENT - Continued****LATE PAYMENT CHARGES**

Any late payment charges previously billed are included in this agreement. This agreement is not subject to any further late payment charges.

HOW PAYMENTS ARE TO BE MADE

You are to pay the amount owed in the following way:

Down Payment \$_____ The remaining balance of \$_____ will be paid in _____ installments of \$_____ each due on the _____ of each month.

The first installment is due on _____

(Date)

Any bill we send you after this Deferred Payment Agreement has been made in due upon receipt.

WHAT HAPPENS IF PAYMENTS ARE NOT MADE

If we do not receive these payments and your regular bill payments on time, we will cancel this Deferred Payment Agreement and the balance remaining under the Deferred Payment Agreement will become due immediately. We will advise you on the cancellation of this agreement and may send a final termination notice.

IF YOU NEED HELP UNDERSTANDING OR MAKING THIS AGREEMENT AS TO SEE OUR DISTRICT OFFICE MANAGER OR YOU MAY ASK TO HAVE YOUR INQUIRY REVIEWED BY OUR CONSUMER APPEALS BUREAU. IF YOU REQUIRE FURTHER ASSISTANCE, YOU MAY CALL THE PUBLIC SERVICE SERVICE COMMISSION AT 1-212-219-3550, 8:30 A.M. TO 4:45 P.M., MONDAY-FRIDAY.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

..DID: 5298

..TXT: PSC NO: 12 GAS

LEAF: 458

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 1

INITIAL EFFECTIVE DATE: 10/01/98

SUPERSEDING REVISION: 0

STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)

RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

FORMS**NON-RESIDENTIAL DEFERRED PAYMENT AGREEMENT - Continued**

FURTHER ASSISTANCE

IF, AFTER MAKING THIS AGREEMENT, YOU NEED FURTHER ASSISTANCE, PLEASE
CALL BROOKLYN UNION GAS AT 718- 403-2167.

ACCEPTANCE OF AGREEMENT

I accept this agreement

Customer Signature _____

Date _____

Company Signature _____

Date _____

(FOR COMPANY USE)

Credit Approval _____

Date _____

District Office _____ GRP. Emp. # _____ Supv Approval _____

Brooklyn Union Gas-White C&C

Yellow-Office

Gold-Customer

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 459

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 0

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION:

STAMPS:

**FORM OF SERVICE AGREEMENT
FOR NON-CORE TRANSPORTATION SERVICE
(Service Classification No. 18)**

THIS AGREEMENT entered into this ___ day of _____, _____, by and between The Brooklyn Union Gas Company d/b/a National Grid New York, a New York Corporation (Company) and _____, a corporation, partnership, individual (Customer).

WITNESSETH:

WHEREAS, the Company's Schedule for Gas Service (Tariff) contains a Service Classification No. 18 (SC-18) pursuant to which the Company offers a non-core transportation service to qualifying customers (NCT Service);

WHEREAS, Customer uses more than 35,000 therms per year;

Or

Customer is a part of a small customer aggregation pool and

- a) the total annual consumption of such pool is at least 50,000 therms, and
- b) the Company and the Seller supplying the pool have entered into an agreement regarding the terms and conditions of such aggregation program and the other terms and conditions of Service Classification No. 19 have been complied with in all respects.

WHEREAS, Customer is not an electric generator.

WHEREAS, Customer has requested Company provide Customer NCT Service; and

WHEREAS, Company is willing to provide such service to Customer subject to the terms and conditions herein.

NOW, THEREFORE, Company and Customer agree as follows:

1. Definitions.

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- (a) "Daily Delivery Quantity" means the total quantity of gas that is required to be delivered to the Company grossed up to cover system losses under the Company's Monthly Balancing Program.
- (b) "Delivery Quantity" means the total quantity of gas that is required to be delivered to the Company grossed up to cover system losses under the Company's Daily Balancing Program.
- (c) "Seller" means person or entity meeting the Company's qualifications to sell gas to a pool under this Service Classification.

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

Effective date postponed to 08/01/2015. See Supplement No. 72.

PSC NO: 12 GAS

LEAF: 460

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 0

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION:

STAMPS:

**FORM OF SERVICE AGREEMENT - Continued
FOR NON-CORE TRANSPORTATION SERVICE
(Service Classification No. 18)**

2. Transportation Service.

Customer represents and warrants that Customer qualifies for service under SC-18, Rate NCTS-____. Subject to the terms and conditions of this Agreement, the Tariff, and the terms and conditions of SC-18, Customer hereby agrees to deliver or caused to be delivered gas in quantities as follows:

- (a) For Monthly Non-Firm Balancing - The Daily Delivery Quantity, as determined by the Company at least monthly, based upon the customer's historical normalized consumption and/or estimates of consumption under normal conditions.
- (b) For Daily Non-Firm Balancing - The Delivery Quantity as determined by the customer or his Seller which is adjusted as necessary during each day based on the customer's telemetered consumption in order to align deliveries with consumption.
- (c) The Company agrees to receive, transport, and redeliver on an interruptible or a temperature-controlled basis to Customer gas in quantities no less than Customer's Daily Delivery Quantity or Delivery Quantity.

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

PSC NO: 12 GAS

LEAF: 461

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 0

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION:

STAMPS:

**FORM OF SERVICE AGREEMENT – Continued
FOR NON-CORE TRANSPORTATION SERVICE
(Service Classification No. 18)**

3. Customer Election

(Customers may elect to participate in either the Company's Monthly Balancing Program or Daily Balancing Program.

In order to be eligible for the Daily Balancing Program, customers must have Automatic Remote Meter equipment installed at their premises as well as a dedicated communication link that will allow the Company to access the customer's meter readings periodically throughout the day. The customer is required to pay for the Automatic Remote Meter and dedicated communication link.

Customers that participate in the Company's Daily Balancing Program will be allowed to return to the Monthly Balancing Program or sales service on a best efforts basis. If approved to switch by the Company, the Sellers's customers must remain in the Monthly Balancing Program or sales service for at least twelve months

Customer elects to participate in either Monthly Balancing Program or Daily Balancing Program_____

4. Seller of Gas. Customer designates_____ to be its seller of gas hereunder.

5. Point(s) of Delivery. The Point(s) of Delivery for all gas transported by the Company for Customer's account hereunder shall be the outlet of Customer's meter located at

(Customer Service Location(s))

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

PSC NO: 12 GAS

LEAF: 462

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 1

INITIAL EFFECTIVE DATE: 11/01/19

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STAMPS: Issued in compliance with Order in Case 16-G-0059 dated February 7, 2019

**FORM OF SERVICE AGREEMENT – Continued
FOR NON-CORE TRANSPORTATION SERVICE
(Service Classification No. 18)**

6. Rates and Charges for Service.

- (a) Each month (or other period, if so indicated in the Tariff), Customer shall pay the Company, for all service provided hereunder, all applicable rates, charges, surcharges, fees, penalties and the like set forth under SC-18 and the general terms and conditions of the Tariff, including, but not limited to:
 - (i) the on-system transportation charges for Rate NCT-_____, Rate Schedule _____ (SC-18 Transportation Service rates are set forth on Statement of Non-Core Transportation Rates as filed with the NYS PSC. If SC 18-22 is selected, please indicate which tier: Tier _____. If a negotiated transportation rate schedule is selected, a pricing addendum is attached hereto and made a part hereof).
- (b) The Company may seek authorization from the Commission for changes to any rate(s) and terms and conditions set forth herein, under SC-18, or the Tariff, as may be deemed necessary by the Company to assure just and reasonable rates and charges.

7. Term of Agreement.

- (a) This Agreement shall be effective for an initial term of one (1) year, commencing as of the date first above written, and shall continue thereafter on a _____ to _____ basis, until terminated by Customer or the Company upon at least thirty (30) days' advance written notice to the other, specifying the termination date. The Company's obligation to provide service hereunder, and Customer's obligation to pay the charges referenced in paragraph 6 hereof shall commence on _____, _____.

Issued by: John Bruckner, President, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 463

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 0

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION:

STAMPS:

**FORM OF SERVICE AGREEMENT - Continued
FOR NON-CORE TRANSPORTATION SERVICE
(Service Classification No. 18)**

- (b) Customer shall comply with this Agreement, the terms and conditions set forth under SC-18, and all applicable terms and conditions of the Tariff. Notwithstanding anything else herein or in the Tariff to the contrary, the Company shall have the absolute right, in its sole discretion, to terminate this Agreement immediately and the transportation services provided hereunder if Customer (i) violates any provision of this Agreement, the terms and conditions of SC-18, or the general terms and conditions of the Tariff; (ii) fails to comply with any term or condition of this Agreement or the general terms and conditions the Tariff; or (iii) makes any false or misleading representation or warranty with respect to this Agreement.
8. Notice. Except as may be otherwise provided in this Agreement or the Tariff, any notice to be given under this Agreement shall be in writing, and shall be hand delivered, sent by prepaid certified or registered mail, return receipt requested, or by Federal Express or similar private carrier, and shall be deemed to have been properly given and received (a) when delivered in person to the authorized representative of the party to whom the notice is addressed, (b) on the date received as indicated on the return receipt when sent by prepaid certified or registered mail, to the party notified or (c) or on the business day next following mailing, when sent by Federal Express or other private carrier. Routine communications and monthly billing statements shall be considered as duly delivered when mailed by registered, certified, ordinary mail, Federal Express or other similar private carrier. All communications shall be addressed to the respective parties as follows:

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

Effective date postponed to 08/01/2015. See Supplement No. 72.

PSC NO: 12 GAS

LEAF: 464

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 1

INITIAL EFFECTIVE DATE: 04/01/23

SUPERSEDING REVISION: 0

STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

FORM OF SERVICE AGREEMENT - Continued
FOR NON-CORE TRANSPORTATION SERVICE
(Service Classification No. 18)

If to the Company:

The Brooklyn Union Gas Company
d/b/a National Grid NY
2 Hanson Place
Brooklyn, NY 11217
Attention: _____

If to Customer: _____

 Attention: _____

10. Incorporation by Reference. The terms and conditions of SC-18 and the general terms and conditions of the Tariff are incorporated herein by reference, and made a part hereof.

11. Miscellaneous.

(a) No waiver by either party of any one or more defaults by the other in the performance of any of the terms and conditions of this Agreement shall operate or be construed as a waiver of any default or defaults, whether of a like or different nature.

(b) The interpretation and performance of this Agreement shall be in accordance with the laws of the State of New York, without recourse to the law governing conflict of laws, and to all present and future valid laws with respect to the subject matter hereof, including present and future orders, rules, and regulations of the New York Public Service Commission and other duly constituted authorities.

(c) Except as otherwise provided herein, neither party shall transfer or otherwise assign its rights and obligations under this Agreement without the express written consent of the other party.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 465

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 0

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION:

STAMPS:

**FORM OF SERVICE AGREEMENT - Continued
FOR NON-CORE TRANSPORTATION SERVICE
(Service Classification No. 18)**

(d) This Agreement and the Tariff constitute the complete agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersede any and all prior existing agreements or understandings between the parties hereto. No alteration, amendment or modification of the terms and conditions of this Agreement shall be valid unless made pursuant to an instrument in writing signed by each of the parties hereto. This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(e) Capitalized terms used, but not defined, herein shall have the meanings given to them under the Tariff.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or representatives as of the date first above written.

THE BROOKLYN UNION GAS COMPANY _____

By: _____ By: _____

Title: _____ Title: _____

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

PSC NO: 12 GAS

LEAF: 466

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 0

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION:

STAMPS:

**PROCEDURES FOR PROCESSING REQUESTS
FROM ELECTRIC GENERATORS
FOR NON-CORE GAS TRANSPORTATION SERVICE
(Service Classification Nos. 18 and 20)**

A. Processing Requests for Gas Transportation Service

The Company will process requests for gas transportation service received from the owner of an existing or proposed electric generation facility in accordance with the following procedures.

1. The owner of an existing or proposed electric generation facility (Customer) may apply to the Company for gas transportation service by submitting a completed and executed transportation service application containing, among other information which is standard to the Company's applications for gas service, the information set forth below in the AApplication for Transportation Service. The Company will provide to Customer its currently effective form of service application within two (2) business days of receiving Customer's request for a service application, and will assist the Customer by providing it the relevant information the Customer requires of the Company for the Customer to complete its application.
2. If Customer is requesting service to an existing electric generation facility, the Company will tender to Customer, within 30 calendar days of the receipt of a completed and executed service application, a gas transportation agreement reflecting the terms of service elected by Customer (e.g., nature of service (firm, interruptible), maximum daily quantity). If Customer disputes any term(s) or condition(s) of the gas transportation agreement, the Company and Customer will negotiate in good faith to expeditiously resolve the dispute on an informal basis. If the Company and Customer cannot resolve the dispute information, either may, at any time, implement the dispute resolution procedure set forth in Section II of this procedure.

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

PSC NO: 12 GAS

LEAF: 467

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 0

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION:

STAMPS:

**PROCEDURES FOR PROCESSING REQUESTS (continued)
FROM ELECTRIC GENERATORS
FOR NON-CORE GAS TRANSPORTATION SERVICE
(Service Classification Nos. 18 and 20)**

A. Processing Requests for Gas Transportation Service (continued)

3.
 - a. If Customer is requesting service to a proposed electric generation facility, the Company shall advise Customer, within 45 calendar days of the receipt of a completed and executed service application, of (i) the estimated costs of measuring, regulation and communications equipment, gas main extension and system reinforcements, including service pipes and service connections, and other facilities necessary to provide the requested service (Necessary Facilities) and (ii) the estimated time required to perform such work.
 - b. If Customer accepts the Company's estimates of costs and time for the Necessary Facilities, the Company will tender to Customer, within 14 days of Customer's acceptance of such estimates, a gas transportation agreement reflecting the terms of service elected by Customer (e.g., nature of service (firm, interruptible), maximum daily quantity).
 - c. If Customer disputes either (i) the Company's estimates of costs of time for the Necessary Facilities, or (ii) any term(s) or condition(s) of the proposed gas transportation agreement, the Company and Customer will negotiate in good faith to expeditiously resolve the dispute on an informal basis. If the Company and Customer cannot resolve the dispute informally, either may, at any time, implement the dispute resolution procedure set forth in Section B of this procedure.
4. Service will commence on the later of:
 - a. The commencement date set forth in the gas transportation agreement,
 - b. The satisfaction of any conditions precedent in the gas transportation agreement, including, to the extent applicable, receipt of payment for any Necessary Facilities and approval of Customer's credit and/or receipt of any required deposit, and
 - c. For a new facility, the date on which any Necessary Facilities are ready for service.

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

PSC NO: 12 GAS

LEAF: 468

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 0

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION:

STAMPS:

PROCEDURES FOR PROCESSING REQUESTS (continued)
FROM ELECTRIC GENERATORS
FOR NON-CORE GAS TRANSPORTATION SERVICE
(Service Classification Nos. 18 and 20)

B. Dispute Resolution

The Company or Customer may elect to use the following process to address any dispute or complaint regarding Company's processing of Customer's application for transportation service. The parties may also pursue other legal mechanisms to address complaints and disputes including the Commission's formal complaint proceeding.

- i. The Company or Customer may initiate the dispute resolution process by presenting a written description of the dispute/complaint, and a proposed resolution, to the other party, sent in a manner that will verify its receipt.
- ii. The other party must, as soon as possible, but in no case more than 15 calendar days following receipt of the complaint, provide a written response to the complaining party, with an alternative resolution proposal if the complaining party's proposed resolution proposal is deemed unacceptable; or, with the results of any informal resolution that may have been reached with the other party prior to that date.
- iii. If the initial exchange of written material (and perhaps verbal discussions) does not resolve the dispute, the complaining party may request a meeting(s) to discuss the matter further. The responding party must agree to such a meeting(s) to be held within 15 calendar days following the request.
- iv. The parties may agree to use alternative dispute resolution techniques with mutually agreed-upon time frames that may differ from those defined in the dispute solution process.
- v. If a resolution is not obtained within 45 calendar days after the initial complaint letter, either party may file the complaint with the Department of Public Service for assistance in resolving the dispute.
- vi. All correspondence or documents to be delivered from one party or another under this process must be sent in a manner that provides verification that it is received within the time periods specified by this dispute resolution process.

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

PSC NO: 12 GAS

LEAF: 469

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 0

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION:

STAMPS:

**APPLICATION FOR TRANSPORTATION SERVICE
FOR NON-CORE TRANSPORTATION SERVICE
FOR ELECTRIC GENERATION
(Service Classification Nos. 18 and 20)**

Customer applying for this service must provide the Company with the following information:

1. Proposed in-service date of generation facility.
2. Site location, including location of proposed or existing POE (Point of Entry) of gas service.
3. Size of proposed or existing pipe at POE.
4. MAOP (Maximum Allowable Operating Pressure) of pipe at POE in psig.
5. Normal (typical) operating pressure required by plant at POE in psig.
6. Minimum allowable operating pressure required by plant at POE in psig.
7. Whether a compressor will be used (in order to provide over-pressure protection requirements to protect the transmission system), and the location, size in HP, inlet and outlet pressures, and throughput in dekatherms of the compressor.
8. Where metering and regulating equipment will be located or is currently located.
9. The distance from the POE to the metering and regulating equipment.
10. The distance from the POE to the burners.
11. Maximum hourly flow requirements in therms.

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

Effective date postponed to 08/01/2015. See Supplement No. 72.

PSC NO: 12 GAS

LEAF: 470

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 0

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION:

STAMPS:

**APPLICATION FOR TRANSPORTATION SERVICE - Continued
FOR NON-CORE TRANSPORTATION SERVICE
FOR ELECTRIC GENERATION
(Service Classification Nos. 18 and 20)**

12. Average hourly flow requirements in therms.
13. Minimum hourly flow requirements in therms.
14. Proposed use of gas for other than generator fuel, including required flow and pressure, estimated number of days of operating on gas, the maximum number of days that the plant can burn an alternate fuel according to EPA permits, and whether ignition gas is required to start boilers.
15. Whether firm or interruptible service is requested, and number of days of interruption (interruptible service requires dual-fuel capability unless the plant agrees to shut down during an interruption).
16. Dual-fuel capability, including hourly rate, capacity, and time needed to switch to alternate fuel.
17. Maximum daily usage in therms.
18. Projected annual usage in therms.
19. Maximum hourly variability (i.e., maximum deviation from 1/24 of daily nomination).
20. Projected heat rate.
21. Proposed method of providing automatic shutdown in emergency.
22. Proposed citygate receipt point(s) of natural gas, if available; if receipt point is unknown, it will be assumed that gas will be received at the citygate nearest to the Customer's facility for purposes of determining available system pressure.
23. Estimated monthly load factor.

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

Effective date postponed to 08/01/2015. See Supplement No. 72.

PSC NO: 12 GAS

LEAF: 471

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 0

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION:

STAMPS:

**FORM OF SERVICE AGREEMENT
FOR NON-CORE TRANSPORTATION SERVICE
FOR ELECTRIC GENERATION
(Service Classification Nos. 18 and 20)**

THIS AGREEMENT entered into this ___ day of _____, _____, by and between The Brooklyn Union Gas Company d/b/a National Grid NY, a New York Corporation (Company) and _____, a corporation, partnership, individual (Customer).

WITNESSETH:

WHEREAS, the Company's Schedule for Gas Service (Tariff) contains Service Classification Nos. 18 (SC-18) and 20 (SC-20) pursuant to which the Company offers a non-core transportation service for electric generation to qualifying customers (NCTEG Service);

WHEREAS, Customer has requested Company provide Customer NCTEG Service; and

WHEREAS, Company is willing to provide such service to Customer subject to the terms and conditions herein.

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

Effective date postponed to 08/01/2015. See Supplement No. 72.

PSC NO: 12 GAS

LEAF: 472

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 0

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION:

STAMPS:

**FORM OF SERVICE AGREEMENT - Continued
FOR NON-CORE TRANSPORTATION SERVICE
FOR ELECTRIC GENERATION
(Service Classification Nos. 18 and 20)**

NOW, THEREFORE, Company and Customer agree as follows:

1. Transportation Service.

a) Customer represents and warrants that customer qualifies for service under either:

- ☐ SC-20 NCTEG-1 Rate.
☐ SC-18 NCTEG Rate.

b) Subject to the terms and conditions of this Agreement, the Tariff and the terms and conditions of SC-20, Customer hereby agrees to nominate the Daily Nomination Quantity on the Electronic Bulletin Board to Company. The Daily Nominations Quantity may not exceed the Maximum Daily Delivery Quantity of _____ dekatherms, exclusive of system losses. Subject to the terms and conditions of this Agreement, the Tariff and the terms and conditions of SC-20, upon Customer's communication of the Daily Nomination Quantity, Customer will be required to deliver or cause to be delivered daily to the Company for Customer's account gas in quantities equal to the Daily Nomination Quantity. The Daily Nomination Quantity shall include a quantity for system loss and unaccounted for gas. The Company shall not be required to accept deliveries of gas in excess of the Maximum Daily Delivery Quantity of _____, exclusive of system losses.

c) The Company agrees to receive, transport, and redeliver on an interruptible basis to Customer, gas in quantities equal to the Daily Nomination Quantity as adjusted for lost and unaccounted for gas; provided that the Company will not redeliver quantities greater than Customer's Maximum Daily Delivery Quantity.

2. Seller of Gas. Customer designates _____ to be its seller of gas hereunder.

3. Point(s) of Receipt. The Point(s) of Receipt for all gas tendered by Customer to the Company hereunder shall be the existing delivery point of _____ (name of pipeline) known to the Company as

_____.
(name of metering station)

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

PSC NO: 12 GAS

LEAF: 473

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 0

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION:

STAMPS:

**FORM OF SERVICE AGREEMENT - Continued
FOR NON-CORE TRANSPORTATION SERVICE
FOR ELECTRIC GENERATION
(Service Classification Nos. 18 and 20)**

4. Point(s) of Delivery. The Point(s) of Delivery for all gas transported by the Company for Customer's account hereunder shall be the outlet of Customer's meter located at

(Customer Service Location(s))

5. Delivery Pressure. Gas delivered to the Point(s) of Receipt by Customer, or that the Customer causes to be delivered to the Point(s) of Receipt, shall be at such delivery pressures as are sufficient to enter Company's system.
6. Daily Balancing. The Company shall balance to zero Customer's account at the end of each day, as provided under the terms and conditions of SC-20.
7. Rates and Charges for Service.
- a) Each month (or other period, if so indicated in the Tariff), Customer shall pay the Company, for all service provided hereunder, all applicable rates, charges, surcharges, fees, penalties and the like set forth under SC-20, Rate Schedule 1 and the general terms and conditions of the Tariff.
 - b) The Company may seek authorization from the Commission for changes to any rate(s) and terms and conditions set forth herein, under SC-20, or the Tariff, as may be deemed necessary by the Company to assure just and reasonable rates and charges.

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

Effective date postponed to 08/01/2015. See Supplement No. 72.

PSC NO: 12 GAS

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COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 0

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION:

STAMPS:

**FORM OF SERVICE AGREEMENT - Continued
FOR NON-CORE TRANSPORTATION SERVICE
FOR ELECTRIC GENERATION
(Service Classification Nos. 18 and 20)**

8. Term of Agreement.

- a) This Agreement shall be effective for a term of five (5) years, commencing as of the date first above written. The Company's obligation to provide service hereunder, and Customer's obligation to pay the charges referenced in paragraph 8 hereof shall commence on _____, _____.
- b) Customer shall comply with this Agreement, the terms and conditions set forth under SC-20, and all applicable terms and conditions of the Tariff. Notwithstanding anything else herein or in the Tariff to the contrary, the Company shall have the absolute right, in its sole discretion, to terminate this Agreement immediately and the transportation service provided hereunder if Customer (i) violates any provision of this Agreement, the terms and conditions of SC-20, or the general terms and conditions of the Tariff; (ii) fails to comply with any term or condition of this Agreement or the general terms and conditions the Tariff; or (iii) makes any false or misleading representation or warranty with respect to this Agreement.

9. Notice. Except as may be otherwise provided in this Agreement or the Tariff, any notice to be given under this Agreement shall be in writing, and shall be hand delivered, sent by prepaid certified or registered mail, return receipt requested, or by Federal Express or similar private carrier, and shall be deemed to have been properly given and received:
- a) when delivered in person to the authorized representative of the party to whom the notice is addressed,
 - b) on the date received as indicated on the return receipt when sent by prepaid certified or registered mail, to the party notified or

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

PSC NO: 12 GAS

LEAF: 476

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 0

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION:

STAMPS:

FORM OF SERVICE AGREEMENT - Continued
FOR NON-CORE TRANSPORTATION SERVICE
FOR ELECTRIC GENERATION
(Service Classification Nos. 18 and 20)

12. Miscellaneous.

- a) No waiver by either party of any one or more defaults by the other in the performance of any of the terms and conditions of this Agreement shall operate or be construed as a waiver of any default or defaults, whether of a like or different nature.
- b) The interpretation and performance of this Agreement shall be in accordance with the laws of the State of New York, without recourse to the law governing conflict of laws, and to all present and future valid laws with respect to the subject matter hereof, including present and future orders, rules, and regulations of the New York Public Service Commission and other duly constituted authorities.
- c) Except as otherwise provided herein, neither party shall transfer or otherwise assign its rights and obligations under this Agreement without the express written consent of the other party.
- d) This Agreement and the Tariff constitute the complete agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersede any and all prior existing agreements or understandings between the parties hereto. No alteration, amendment or modification of the terms and conditions of this Agreement shall be valid unless made pursuant to an instrument in writing signed by each of the parties hereto. This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- e) Capitalized terms used, but not defined, herein shall have the meanings given to them under the Tariff.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or representatives as of the date first above written.

THE BROOKLYN UNION GAS COMPANY _____

By: _____

By: _____

Title: _____

Title: _____

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

Effective date postponed to 08/01/2015. See Supplement No. 72.

PSC NO: 12 GAS

LEAF: 477

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 1

INITIAL EFFECTIVE DATE: 04/01/23

SUPERSEDING REVISION: 0

STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

**FORM OF AGREEMENT
DESIGNATION OF GAS BALANCING AGENT
FOR NON-CORE TRANSPORTATION SERVICE
FOR ELECTRIC GENERATION
(Service Classification Nos. 18 or 20)**

This Agreement ("Agreement") is made as of this _____ day of _____, 20__, by and among The Brooklyn Union Gas Company d/b/a National Grid NY, a New York Corporation, having its principal office at 2 Hanson Place, Brooklyn, NY 11217 ("Company"), _____, a _____, having its principal place of business at _____ ("Customer"), and _____, a _____, having its principal place of business at _____ ("Gas Balancing Agent") (Company, Customer and Gas Balancing Agent are hereinafter sometimes referred to collectively as the "Parties" or individually as a "Party").

WHEREAS, Customer takes transportation service under Service Classification Nos. 18 (SC-18) or 20 (SC-20) of the Company's PSC No. 12 Schedule for Service (the "Tariff") to supply natural gas to the Customer's Generating Facilities (defined below);

WHEREAS, pursuant to SC-18 or SC-20 Customer is responsible for balancing gas deliveries to the Generating Facilities;

WHEREAS, Customer has retained Gas Balancing Agent to manage gas nominations, gas deliveries, balancing and cashouts (collectively, "Gas Balancing Services") for the Generating Facilities; and

WHEREAS, pursuant to this Agreement, Customer designates Gas Balancing Agent as its agent with respect to the Customer's Gas Balancing Services, and interact with the Company on all matters related to the foregoing.

NOW THEREFORE, in consideration of the mutual representation, covenants and agreements set forth herein, and intending to be legally bound hereby, the Parties agree as follows:

1. Generating Facilities. Appendix A sets forth the electric generation facilities (the "Generation Facilities") that may be balanced on an aggregated basis in accordance with the operational and reliability requirements of the Company's distribution system.

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 478

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 0

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION:

STAMPS:

FORM OF AGREEMENT - Continued
DESIGNATION OF GAS BALANCING AGENT
FOR NON-CORE TRANSPORTATION SERVICE
FOR ELECTRIC GENERATION
(Service Classification Nos. 18 or 20)

2. Customer. Customer hereby appoints Gas Balancing Agent to act as its agent for Gas Balancing Services for the Generating Facilities.

3. Gas Balancing Agent. Gas Balancing Agent agrees that it will act as Customer's agent for Gas Balancing Services for the Generating Facilities. Gas Balancing Agent hereby accepts responsibility to perform all aspects of the Gas Balancing Services, and to perform such services in accordance with the Company's Tariff, as may be amended, modified, clarified, superseded or supplemented. The Company may rely upon any representations or instructions from Gas Balancing Agent with regard to the Gas Balancing Services for the Generating Facilities.

4. Gas Balancing Service. Gas Balancing Agent shall balance the Generating Facilities on an aggregated basis to offset Customer's daily negative delivery balance at any Generating Facility(s) with a positive daily imbalance at another Generating Facility(s).

5. Payment of Rates and Charges for Service. Customer will pay the Company on a monthly basis, all applicable rates, charges, surcharges, fees and Daily Balancing Charges incurred by the Customer under SC-18 or SC-20 and penalties set forth under SC-18 or SC-20 and the general terms and conditions of the Tariff.

6. No Consequential Damages. To the fullest extent allowed by law, in no event shall any Party be liable for any consequential, incidental, indirect, special or punitive damages incurred by another Party and connected with, arising from or related to this Agreement or the performance or failure to perform services hereunder, including but not limited to loss of good will, cost of capital, claims of customers and lost profits or revenue, whether or not such loss or damages is based in contract, warranty, tort, negligence, strict liability, indemnity, or otherwise, even if a party has been advised of the possibility of such damages.

7. Term of Agreement.

(a) This Agreement will continue in effect until such time until the Customer or Gas Balancing Agent provide the Company with written notification that this Agreement is terminated, unless earlier terminated by the Company.

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

PSC NO: 12 GAS

LEAF: 479

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 1

INITIAL EFFECTIVE DATE: 04/01/23

SUPERSEDING REVISION: 0

STAMPS: Issued in compliance with Order in Case 19-G-0309 dated August 12, 2021

FORM OF AGREEMENT - Continued
DESIGNATION OF GAS BALANCING AGENT
FOR NON-CORE TRANSPORTATION SERVICE
FOR ELECTRIC GENERATION
(Service Classification Nos. 18 or 20)

(b) Notwithstanding anything else herein or in the Tariff to the contrary, the Company shall have the absolute right, in its sole discretion, to terminate this Agreement immediately and the transportation service provided hereunder if Customer (i) violates any provision of this Agreement, the terms and conditions of SC-18 or SC-20, or the general terms and conditions of the Tariff; (ii) fails to comply with any term or condition of this Agreement or the general terms and conditions the Tariff; or (iii) makes any false or misleading representation or warranty with respect to this Agreement.

8. Notice. Except as may be otherwise provided in this Agreement or the Tariff, any notice to be given under this Agreement shall be in writing, and shall be hand delivered, sent by prepaid certified or registered mail, return receipt requested, or by Federal Express or similar private carrier, and shall be deemed to have been properly given and received (a) when delivered in person to the authorized representative of the party to whom the notice is addressed, (b) on the date received as indicated on the return receipt when sent by prepaid certified or registered mail, to the party notified or (c) or on the business day next following mailing, when sent by Federal Express or other private carrier. Routine communications and monthly billing statements shall be considered as duly delivered when mailed by registered, certified, ordinary mail, Federal Express or other similar private carrier. All communications shall be addressed to the respective Parties as follows:

If to the Company: THE BROOKLYN UNION GAS COMPANY
d/b/a National Grid NY
2 Hanson Place
Brooklyn, NY 11217
Attention: _____

If to Customer: _____

Attention: _____

If to Gas Balancing Agent: _____

Attention: _____

Issued by: Rudolph L. Wynter, President, Brooklyn, NY

PSC NO: 12 GAS

LEAF: 480

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 0

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION:

STAMPS:

FORM OF AGREEMENT - Continued
DESIGNATION OF GAS BALANCING AGENT
FOR NON-CORE TRANSPORTATION SERVICE
FOR ELECTRIC GENERATION
(Service Classification Nos. 18 or 20)

9. Miscellaneous.

(a) No waiver by any Party of any one or more defaults by the other in the performance of any of the terms and conditions of this Agreement shall operate or be construed as a waiver of any default or defaults, whether of a like or different nature.

(b) The interpretation and performance of this Agreement shall be in accordance with the laws of the State of New York, without recourse to the law governing conflict of laws, and to all present and future valid laws with respect to the subject matter hereof, including present and future orders, rules, and regulations of the New York Public Service Commission and other duly constituted authorities.

(c) Except as otherwise provided herein, neither Party shall transfer or otherwise assign its rights and obligations under this Agreement without the express written consent of the other Party.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed as of the date first above written.

THE BROOKLYN UNION GAS COMPANY d/b/a National Grid NY

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

Service Classification: _____

GAS BALANCING AGENT

By: _____

Name: _____

Title: _____

Date: _____

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

Effective date postponed to 08/01/2015. See Supplement No. 72.

PSC NO: 12 GAS

LEAF: 481

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 0

INITIAL EFFECTIVE DATE: 11/01/14

SUPERSEDING REVISION:

STAMPS:

**FORM OF AGREEMENT - Continued
DESIGNATION OF GAS BALANCING AGENT
FOR NON-CORE TRANSPORTATION SERVICE
FOR ELECTRIC GENERATION
(Service Classification Nos. 18 or 20)**

APPENDIX A

Gas Balancing Agent will be permitted to balance on an aggregated basis the Generating Facilities as set forth below. Customer may add or remove Generating Facilities from the Balancing Pools subject to prior approval by the Company.

- a. _____
- b. _____
- c. _____
- d. _____

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