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LEAF: 1

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0

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Effective date postponed to 07/01/99. See Supplement No. 2, 1, 1

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KeySpan Gas East Corporation DBA Brooklyn Union of Long Island

P.S.C. No. 1-Gas

Schedule for Gas Service

APPLICABLE IN

Fifth Ward, Borough of Queens, City of New York, and
Cities, Towns and Villages in Nassau and Suffolk Counties,
State of New York

Subsequent Changes Will Be Effective
As Shown on Individual Leaves

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

Effective date postponed to 07/01/99. See Supplement No. 2, 1, 1

PSC NO: 1 GAS LEAF: 2
 COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
 INITIAL EFFECTIVE DATE: 12/13/21 SUPERSEDING REVISION: 1
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 INITIAL EFFECTIVE DATE: 12/06/13 SUPERSEDING REVISION: 3
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Issued by: William J. Akley, President, Hicksville, NY

PSC NO: 1 GAS LEAF: 4
 COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
 INITIAL EFFECTIVE DATE: 09/22/03 SUPERSEDING REVISION:0

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Issued by: Nick Stavropoulos, Executive Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 6
 COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 10
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Issued by: Rudolph L. Wynter, President, Hicksville, NY

PSC NO: 1 GAS LEAF: 6.1
 COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 6
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Issued by: Rudolph L. Wynter, President, Hicksville, NY

PSC NO: 1 GAS LEAF: 7
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 STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

TABLE OF CONTENTS (Continued)Service Classifications as listed below:

Applicable
NUMBER

To	For		
Territory or area	(Service classified according to use or uses as shown on service service classification leaves)	Classification	Leaf
Entire Territory	Residential Service.....	1	120
Entire Territory	Non-Residential Service.....	2	123
Entire Territory	Multiple-Dwelling Service.....	3	126
Entire Territory	Interruptible Gas Service(cancelled).....	4	129
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Entire Territory	Interruptible Transportation Service.....	7	149
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Entire Territory	High Load Factor Service	15	211
Entire Territory	Year-Round Space Conditioning Service	16	213
Entire Territory	Baseload Distributed Generation Service	17	215

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

PSC NO: 1 GAS
 COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. LEAF: 7.1
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TABLE OF CONTENTS (Continued)

Service Classifications as listed below:
Applicable

To	For	NUMBER	
Territory or area	(Service classified according to use or uses as shown on service service classification leaves)	Classification	Leaf
Entire Territory	Non-Firm Demand Sales.....	18	219
Entire Territory	Non-Firm Demand Transportation.....	19	230

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

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LEAF: 8

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0

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GENERAL INFORMATION**I. Territory to which Schedule applies:**

Cities		County
Glen Cove		Nassau
Long Beach		Nassau
New York (Fifth Ward of the Borough of Queens)		Queens
Incorporated Villages	Town	County
Amityville	Babylon	Suffolk
Asharoken	Huntington	Suffolk
Atlantic Beach	Hempstead	Nassau
Babylon		Suffolk
Baxter Estates	North Hempstead	Nassau
Bayville	Oyster Bay	Nassau
Bellrose	Hempstead	Nassau
Belle Terre	Brookhaven	Suffolk
Bellport	Brookhaven	Suffolk
Brightwaters	Islip	Suffolk
Brookville	Oyster Bay	Nassau
Cedarhurst	Hempstead	Nassau
East Hills	North Hempstead	Nassau
East Hills	Oyster Bay	Nassau
East Hampton	East Hampton	Suffolk
East Rockaway	Hempstead	Nassau
East Williston	North Hempstead	Nassau
Farmingdale	Oyster Bay	Nassau
Floral Park	Hempstead	Nassau
Floral Park	North Hempstead	Nassau
Flower Hill	North Hempstead	Nassau
Freeport	Hempstead	Nassau
Garden City	Hempstead	Nassau
Great Neck	North Hempstead	Nassau
Great Neck Estates	North Hempstead	Nassau
Great Neck Plaza	North Hempstead	Nassau
Greenport	Southold	Suffolk
Head-of-the-Harbor	Smithtown	Suffolk
Hempstead		Nassau
Hewlett Bay Park	Hempstead	Nassau
Hewlett Harbor	Hempstead	Nassau
Hewlett Neck	Hempstead	Nassau
Huntington Bay	Huntington	Suffolk
Islandia	Islip	Suffolk
Kensington	North Hempstead	Nassau
Kings Point	North Hempstead	Nassau

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

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COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0

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GENERAL INFORMATION**I. Territory to which Schedule applies - (continued)**

Incorporated Villages	Town	County
Lake Grove	Brookhaven	Suffolk
Lake Success	North Hempstead	Nassau
Lattingtown	Oyster Bay	Nassau
Laurel Hollow	Oyster Bay	Nassau
Lawrence	Hempstead	Nassau
Lindenhurst	Babylon	Suffolk
Lloyd Harbor	Huntington	Suffolk
Lynbrook	Hempstead	Nassau
Malverne	Hempstead	Nassau
Manorhaven	North Hempstead	Nassau
Massapequa Park	Oyster Bay	Nassau
Matinecock	Oyster Bay	Nassau
Mill Neck	Oyster Bay	Nassau
Mineola	Hempstead	Nassau
Mineola	North Hempstead	Nassau
Munsey Park	North Hempstead	Nassau
Muttontown	Oyster Bay	Nassau
New Hyde Park	Hempstead	Nassau
New Hyde Park	North Hempstead	Nassau
Nissequogue	Smithtown	Suffolk
North Haven	Southampton	Suffolk
North Hills	North Hempstead	Nassau
Northport	Huntington	Suffolk
Old Brookville	Oyster Bay	Nassau
Old Field	Brookhaven	Suffolk
Old Westbury	North Hempstead	Nassau
Old Westbury	Oyster Bay	Nassau
Oyster Bay Cove	Oyster Bay	Nassau
Patchogue	Brookhaven	Suffolk
Plandome	North Hempstead	Nassau
Plandome Heights	North Hempstead	Nassau
Plandome Manor	North Hempstead	Nassau
Poquott	Brookhaven	Suffolk
Port Jefferson	Brookhaven	Suffolk
Port Washington North	Hempstead	Nassau
Quogue	Southampton	Suffolk
Rockville Centre	Hempstead	Nassau
Roslyn	North Hempstead	Nassau
Roslyn Estates	North Hempstead	Nassau

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

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 STAMPS:

GENERAL INFORMATION**I. Territory to which Schedule applies - (Continued)**

Incorporated Villages	Town	County
Roslyn Harbor	North Hempstead	Nassau
Roslyn Harbor	Oyster Bay	Nassau
Russell Gardens	North Hempstead	Nassau
Saddle Rock	North Hempstead	Nassau
Sag Harbor	Easthampton	Suffolk
Sag Harbor	Southampton	Suffolk
Sagaponock	Southampton	Suffolk
Sands Point	North Hempstead	Nassau
Sea Cliff	Oyster Bay	Nassau
Shoreham	Brookhaven	Suffolk
Southampton		Suffolk
South Floral Park	Hempstead	Nassau
Stewart Manor	Hempstead	Nassau
The Branch	Smithtown	Suffolk
Thomaston	North Hempstead	Nassau
Upper Brookville	Oyster Bay	Nassau
Valley Stream	Hempstead	Nassau
Westbury	North Hempstead	Nassau
Westhampton Beach	Southampton	Suffolk
Westhampton Dunes	Southampton	Suffolk
Williston Park	North Hempstead	Nassau
Woodsburgh	Hempstead	Nassau
Towns		County
Babylon		Suffolk
Brookhaven		Suffolk
East Hampton		Suffolk
Hempstead		Nassau
Huntington		Suffolk
Islip		Suffolk
North Hempstead		Nassau
Oyster Bay		Nassau
Riverhead		Nassau
Smithtown		Suffolk
Southampton		Suffolk
Southold		Suffolk

Issued by: William J. Akley, President, Hicksville, NY

PSC NO: 1 GAS LEAF: 11
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 6
INITIAL EFFECTIVE DATE: 12/13/21 SUPERSEDING REVISION: 5
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION

II. Rules and Regulations:

1-Definition and abbreviations :

A

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

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.

Actual Reading: Is a reading of a meter obtained either by a Customer and submitted to the Company, or by a Company employee. Actual readings can also be made remotely from a transmission device attached to the meter.

Adjusted Gas Revenues: Revenues realized from the applicable service classification rates and charges, minus revenue taxes, the minimum charge and the cost of gas.

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 UFG 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 UFG of the pool.

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

PSC NO: 1 GAS LEAF: 12
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 12
INITIAL EFFECTIVE DATE: 12/13/21 SUPERSEDING REVISION: 11
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION

II. Rules and Regulations (continued):

1--Definition of Terms (continued):

A (continued)

Applicant: A person, firm, partnership, corporation, association, developer, builder, governmental agency or other entity requesting gas sales or transportation service from the Company by completely filling out the appropriate application request form. A person or governmental agency may apply for service on behalf of a residential Applicant. All Applicants must first meet the following conditions for their application to be considered:

1. the gas service provided cannot be resold; and
2. the Applicant must own or occupy the premises to be supplied with gas. A residing Applicant maintains residence at the premises to be supplied with gas and a non-residing applicant does not. The term "Applicant" may be used interchangeably with "Customer". Applicants are covered under 16 NYCRR Parts 11 and 13.

Arrears: Unpaid charges on Customers' bills for more than 20 days.

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.

B

Back-up Services: The provision of company-owned natural gas to satisfy the customer's daily usage requirements to the extent that any portion of the customer's Daily Transportation Quantity is not delivered to the Company on the customer's behalf.

Backbill: Charges not previously billed for service delivered to Customers prior to the current billing cycle.

Business Day: Any weekday when the Company's business offices are open.

C

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.

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.

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

PSC NO: 1 GAS LEAF: 12.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 6
INITIAL EFFECTIVE DATE: 12/13/21 SUPERSEDING REVISION: 5
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2021

GENERAL INFORMATION

II. Rules and Regulations (continued):

1--Definition of Terms (continued):

C (continued)

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

Company's Annual Forecasted Firm Sendout: the estimated customer requirements during the Gas Cost Year which are the sum of (1) estimated sales to sales customers served under SC 1, 2, 3, 15, 16, and 17 plus, (2) the Company's estimated quantities of Tier 2, Tier 3 and balancing services to be delivered to transportation customers under SC 5. All of the above quantities are to be multiplied by the applicable Factor of Adjustment.

Company's Annual Forecasted Non-Firm Demand Response Sendout: the estimated sales during the Gas Cost Year to sales customers served under SC 18 multiplied by the applicable Factor of Adjustment.

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

Company's Annual Forecasted Non-Firm Demand Response Sendout: the estimated sales during the Gas Cost Year to sales customers served under SC 18 multiplied by the applicable Factor of Adjustment

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, 15, 16, and 17; and 2) transportation customers served under SC 5.

Company's Monthly Forecasted Firm Sendout: the estimated firm customer requirements for the upcoming month which are the sum of (1) estimated sales to sales customers served under SC 1, 2, 3, 15, 16, and 17 **plus**, (2) the Company's estimated quantities of Tier 2, Tier 3 and balancing services to be delivered to transportation customers under SC 5. All of the above quantities are to be multiplied by the applicable Factor of Adjustment.

Company's Monthly Forecasted Non-Firm Demand Response Sendout: the estimated sales for the upcoming month to sales customers served under SC 18 grossed-up by the applicable Factor of Adjustment.

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

PSC NO: 1 GAS LEAF: 13
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 8
INITIAL EFFECTIVE DATE: 12/13/21 SUPERSEDING REVISION: 7
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION

II. Rules and Regulations (continued):

1--Definition of Terms (continued):

C (continued)

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

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, 15, 16, and 17; and 2) transportation customers served under SC 5.

Core Customer: A customer who lacks or chooses not to utilize alternatives to natural gas. If a customer chooses to be a core customer for a specific application or end-use, such application must be separately metered. Service to core customers is provided under Service Classification Nos. 1, 2, 3, 5, 15, 16, and 17.

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 for UFG as defined on Leaf 17.1, 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.

Cost or Expense: The cost of all applicable material and equipment, labor and definite charges plus a reasonable loading percentage for engineering, purchasing, use of construction equipment and other costs of a general character involved in connection with the work to be performed.

Cost of Gas: Refer to Section III, under Adjustment of Rates and Charges for all the Monthly Cost of Gas Surcharge definitions.

Critical Day: Any 24-hour period commencing 8:00 a.m. in which the Company has declared to be a "Critical Day" on eight-hour prior notice.

Customer or Consumer: A person, firm, partnership, corporation, association, developer, builder, governmental agency, or any other entity approved for and supplied gas sales or transportation service by the Company. In general, residential or residing Customers are those maintaining residence at the premises to which gas is supplied whereas non-residential or non-residing Customers do not. A new Customer is a Customer who was not the last Customer at the premises to be served with gas regardless of whether the new Customer was a former Customer or is a Customer at a different location. Customers are covered by 16 NYCRR, Parts 11 and 13.

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

PSC NO: 1 GAS LEAF: 13.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0
INITIAL EFFECTIVE DATE: 11/01/14 SUPERSEDING REVISION:
STAMPS:

GENERAL INFORMATION

II. Rules and Regulations (continued):

1--Definition of Terms (continued):

C (continued)

Customer's Commodity Account: Pursuant to Service Classification Nos. 5 and 7 and 13, the amount of natural gas, measured in therms, that (i) has been delivered to the Company for redelivery to the Customer but has not been consumed by the Customer or (ii) has been consumed by the Customer in excess of the amount that has been delivered to the Company for the Customer. A positive balance in the Customer's Commodity Account means that the Customer has used less natural gas than has been delivered to the Company for redelivery to the Customer and that the Company is holding such amount of the customer's gas in storage. A negative balance in the Customer's Commodity Account means that the Customer has used more natural gas than has been delivered to the Company for redelivery to the Customer.

D

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.

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 UFG 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. 5 and 7, the quantity of gas to be tendered by Seller at the Receipt Point for the customer's account on any day.

Deferred Payment Agreement: A written agreement, a copy of which is provided to the Customer, for the payment of outstanding charges over a specified period of time. Customer's eligibility is covered by 16 NYCRR Parts 11.10 and 13.5.

Delinquent Customer: A non-residential Customer with two or more late payments within the previous 12 month period.

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

PSC NO: 1 GAS LEAF: 13.1.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0
INITIAL EFFECTIVE DATE: 12/13/21 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12,
2021

GENERAL INFORMATION

II. Rules and Regulations (continued):

1--Definition of Terms (continued):

D (continued)

Delivery Penalty Refund: Delivery Penalty Charges collected by the Company from customers taking service under S.C. No. 5 and Sellers under S.C. No. 8 will be refunded to customers taking sales service under S.C. Nos. 1, 2, 3, 9, 15, 16 and 17, and to customers taking transportation service S.C. 5. 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. 1, 2, 3, 9, 15, 16 and 17 for the 12 months preceding the computation date plus the quantity of transportation gas delivered under S.C. 5 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.

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

PSC NO: 1 GAS LEAF: 14
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 24
INITIAL EFFECTIVE DATE: 04/01/22 SUPERSEDING REVISION: 23
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION**II. Rules and Regulations (continued):**

1--Definition of Terms (continued):

E
Energy Service Company (ESCO): An entity eligible to sell natural gas to the Company's transportation customers served under Service Classification Nos. 5, 7 and 14. ESCOs may also sell other energy supplies and energy related services to customers.

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

Factor of Adjustment: - to gross up gas deliveries for LAUF, the Factor of Adjustment will be multiplied by gas deliveries. Effective September 1, 2021, the Factor of Adjustment is computed as the constant 1.0 divided by 1.0 minus LAUF.

Effective September 1, 2021: 1.02819

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

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

Gas Day: A 24-hour period that starts at 10:00 a.m. Eastern Time or Eastern Standard Time as applicable or as otherwise revised by the Natural Gas Industry.

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.

Gas Supply Management Arrangement: a transaction where the Company releases or assigns all or a part of the Company's capacity rights to a third party as part of a comprehensive agreement. Under such an arrangement, the third party satisfies all or a portion of the gas supply and/or transportation and related service requirements of identified sales and/or transportation customers as may be agreed to between the Company and any such third party or as may be required by the Commission.

GTOP Manual: The Company's Gas Transportation Operating Procedures Manual describes the operating procedures associated with the Company's firm, interruptible and Non-Firm Demand Response transportation service.

K
KEDNY: The Brooklyn Union Gas Company d/b/a National Grid NY.

KEDNY's Annual Forecasted Firm Sendout: KEDNY's estimated firm customer requirements during the Gas Cost Year which are the sum of: (1) the estimated sales to sales customers served under SC 1, 2, 3, 4A, 4A-CNG, 4B, 7, 14 and 21 plus, (2) KEDNY's estimated quantities of Tier 2, Tier 3, and balancing services to be delivered to transportation customers under SC 17. All of the above quantities are to be multiplied by KEDNY's Factor of Adjustment.

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

PSC NO: 1 GAS LEAF: 14.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 11
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 10
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION

II. Rules and Regulations (continued):

1--Definition of Terms (continued):

K (continued)

KEDNY's Annual Forecasted Firm and Non-Firm Demand Response Sendout: the sum of KEDNY's Annual Forecasted Firm Sendout and KEDNY's Annual Forecasted Non-Firm Demand Response Sendout.

KEDNY's Annual Forecasted Non-Firm Demand Response Sendout: KEDNY's estimated sales during the Gas Cost Year to sales customers served under SC 18 multiplied by KEDNY's Factor of Adjustment.

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

KEDNY's Monthly Forecasted Firm Sendout: KEDNY's estimated firm customer requirements for the upcoming month which are the sum of: (1) KEDNY's estimated sales to sales customers served under SC 1, 2, 3, 4A, 4A-CNG, 4B, 7, 14 and 21 plus, (2) KEDNY's estimated quantities of Tier 2, Tier 3 and balancing services to be delivered to transportation customers under SC 17. All of the above quantities are to be multiplied by KEDNY's Factor of Adjustment.

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

L

Late Payment: Payment made more than 20 calendar days after the date payment is due. The due date for payment is specified by the Company on its bill and is not earlier than the personal delivery date of the bill or earlier than three calendar days after the mailing of the bill. If Billing Agency arrangement exists refer to Uniform Business Practices for Retail Access section IX.B.5.

Lead - Lag Rate: 5.11% - 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 or purchased gas expense divided by the number of days in the year.

LIPA Power Plant Transportation Credits - revenues realized by delivering gas to the Long Island Power Authority for use as boiler fuel.

Levelized Payment or Budget Billing Plan: A billing plan designed to reduce fluctuations in a Customer's bill due to varying, but predictable usage. These plans are covered in 16 NYCRR parts 11.11 and 13.10.

Load Factor: the ratio of a customer's weather-normalized average daily annual usage to the customer's estimated peak day usage.

Load Factor Adjustment: A reduction to firm transportation rates under Service Classification No. 5 based on a customer's load factor as calculated by the Company.

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

PSC NO: 1 GAS LEAF: 15
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 6
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 4
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

GENERAL INFORMATION

II. Rules and Regulations (continued):

1--Definition of Terms (continued):

M

Main: A 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. 5. 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, 15, 16 and 17.

Merchant Function Charge: the 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.

Monthly Forecasted Firm Sendout: the combined total of the Company's Monthly Forecasted Firm Sendout and KEDNY's Monthly Forecasted Firm Sendout.

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

Monthly Forecasted Firm & Non-Firm Demand Response Sendout: the sum of the Monthly Forecasted Firm Sendout and Monthly Forecasted Non-Firm Demand Response Sendout.

Monthly Forecasted Non-Firm Demand Response Sendout: the combined total of the Company's Monthly Forecasted Non-Firm Demand Response Sendout and KEDNY's Monthly Forecasted Non-Firm Demand Response Sendout.

Monthly Delivered Quantity: The amount of natural gas that the Company estimates that a firm Customer will use in a calendar month.

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

PSC NO: 1 GAS LEAF: 15.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 6
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 4
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

GENERAL INFORMATION

II. Rules and Regulations (continued):

1--Definition of Terms (continued):

N

Non-Core Customer: A customer who has and chooses to utilize alternatives to natural gas. If a customer chooses to be a non-core customer for a specific application or end-use, such application must be separately metered. Service to non-core customers is provided under Service Classification Nos. 18 and 19.

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.

NFDR: Non-Firm Demand Response Service provided to qualifying sales customer served under SC 18 and transportation customers served under SC 19.

O

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 Ratio by eighty-five percent of
 - (a) the total projected annual margin revenues from Off-System Transactions rendered to off-system customers other than sales from the Transco Washington Storage Field ("WSS"), **plus**
- (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 carry 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 8; and Asset Management Arrangements.

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

PSC NO: 1 GAS LEAF: 15.2
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 10
INITIAL EFFECTIVE DATE: 12/13/21 SUPERSEDING REVISION: 9
STAMPS: Issued in Compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION

II. Rules and Regulations (continued):

1--Definition of Terms (continued):

O (continued)

Operational Flow Order: The Company shall have the right to issue Operational Flow Orders (OFOs) in order to maintain system integrity 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

P

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.

Payment: A payment is considered to be made on the date it is received by the Company or one of its authorized agents.

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. 5, Service Classification No. 7 or Service Classification No. 13, whose gas usage is aggregated by the Seller for the purpose of providing service under this Service Classification.

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

Public Highway: The territorial limits of any street, avenue, road, or way that is for any highway purpose under the jurisdiction of the legislative body of any city, town, village, county or the State of New York.

Public Right-of-Way: The area within a Public Highway which may be used for the placement of access of Company facilities.

R

Receipt Point (for customer-owned gas): The Company's City Gate(s) or the points of delivery between the interstate pipelines providing service to the New York Metropolitan area and the New York Facilities System, which point is used by "Brooklyn Union" and others.

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.

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

PSC NO: 1 GAS LEAF: 15.3
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 05/25/23 SUPERSEDING REVISION: 0
STAMPS: Issued in Compliance with Order in Case 19-G-0310 dated August 12,
2021

GENERAL INFORMATION

II. Rules and Regulations (continued):

1--Definition of Terms (continued):

R

Return on Gas in Storage: The Return Requirement Percentage multiplied by the 12-month average storage inventory balance.

Return on Working Capital: The Return Requirement Percentage multiplied by (1) the Lead-Lag Percentage and (2) total gas costs.

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

1. April 1, 2020 - March 31, 2021: 7.93%
2. April 1, 2021 - March 31, 2022: 7.85%
3. April 1, 2022 - March 31, 2023: 7.82%
4. April 1, 2023 - March 31, 2024: 7.82%

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

PSC NO: 1 GAS LEAF: 16
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 11
INITIAL EFFECTIVE DATE: 12/13/21 SUPERSEDING REVISION: 10
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12,
2021

GENERAL INFORMATION**II. Rules and Regulations (continued):**

1--Definition of Terms (continued):

R (continued)

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.

Rules and Regulations: Provisions contained herein and such other requirements governing the Applicant's or Customer's (or their agents) installation as contained in "Rules and Regulations for Gas Installations", a booklet issued by the Company.

S

Seasonal Customer: A customer who applies for and receives gas service periodically each year, intermittently during the year, or at other irregular intervals.

Seasonal Delivery Service: A service whereby the Company permits a firm transportation customer to deliver a portion of the estimated usage between November 1 and March 31 during the period April 1 through October 31, under Service Classification No. 5.

Seller: Seller is either an eligible Customer that chooses to purchase natural gas on the customer's own behalf or a supplier of natural gas on behalf of a firm or non-firm transportation customer(s) taking service under service classification Nos. 5, 7, 13 or 14.

Seller Agreement: An agreement executed by a qualified seller pursuant to Service Classification No. 8.

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 5.

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 5.

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

PSC NO: 1 GAS LEAF: 17
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 9
INITIAL EFFECTIVE DATE: 06/12/17 SUPERSEDING REVISION: 8
STAMPS: Issued in compliance with Order in C.15-G-0244 dated April 20, 2017

GENERAL INFORMATION

II. Rules and Regulations (continued):

1--Definition of Terms (continued):

S (continued)

Service Agreement: An agreement executed pursuant to Service Classification No. 5 by an eligible Customer that chooses to purchase natural gas from a qualified seller.

Service Line: The piping, including associated metering and pressure reducing appurtenances, that transports gas below grade from a main or transmission line to the outlet of the customer meter or at the connection to a customer's piping, whichever is further downstream where a meter is located within the building; if a meter is located outside the building, the service line will be deemed to terminate at the outside of the building foundation wall.

Short-Term or Temporary Customer (Non-Residential): A short-term or temporary non-residential Customer is one who requests service for a period of time up to two years. Short-term Customers are covered in 16 NYCRR Part 13.

Short-Term or Temporary Customer (Residential): A short-term or temporary residential Customer is one who requests service for a specific period of time up to one year. Short-term Customers are covered in 16 NYCRR Part 11.

Supplier: A party that sells the commodity of natural gas.

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.

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.

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.

T

Tampered Equipment: 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 service, or the unauthorized connection occurring after the Company has physically disconnected service.

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

PSC NO: 1 GAS LEAF: 17.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 11
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 10
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION

II. Rules and Regulations (continued):

1--Definition of Terms (continued):

T (continued)

Transition Costs: Transition costs are costs incurred by the Company from its interstate pipelines as a result of the implementation of Federal Energy Regulatory Commission (FERC) Order No. 636 and/or from customers transferring to non-core service or firm transportation service. These costs include, but are not limited to: unrecovered gas costs remaining from the pipeline's termination of sales service (Account 191), new facility costs incurred to implement FERC Order No. 636, gas supply realignment (GSR) and stranded facility costs, and stranded cost on the utility system from transfers to non-core service or to firm transportation service.

U

Unaccounted for Gas ("UFG"): see definition section under LAUF in Leaf 69.1

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

Uncollectible Rate: 0.6068%

Upstream: From a reference point, any point located nearer to the origin of flow than the reference point.

Utility Deficiency: Any action or inaction by the Company or one of its authorized agents that does not substantially conform to the Rules and Regulations of 16 NYCRR, the Company's tariff, or the Company's written business procedures.

W

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 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.

PSC NO: 1 GAS LEAF:18
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION:3
INITIAL EFFECTIVE DATE: 07/01/20 SUPERSEDING REVISION:0
STAMPS:

GENERAL INFORMATION

II. Rules and Regulations (continued):

2--How Service May be Obtained:

A. General Provisions.

.1 Applications and Denials:

- .1.1 Residential: A residential service application may be oral or written. The Company shall be obligated to provide service when an applicant provides his or her name, address, telephone number and address of prior account (if any) or prior account number (if any). The Company may require an applicant to complete a written application upon the form furnished by the Company if:
 - .1.1.1 There are arrears at the premises to be served and service was terminated for non-payment or is subject to a final notice of termination; or
 - .1.1.2 There is evidence of meter tampering or theft of service; or
 - .1.1.3 The meter has advanced and there is no customer of record; or
 - .1.1.4 The application is made by a third party on behalf of the person(s) who would receive service; or
 - .1.1.5 Service is furnished from a main installed under the terms of a main extension plan.
 - .1.1.6 Whenever a written application for residential service is required, the Company shall so notify the applicant as soon as practicable after the request for service is made, and in no event more than two business days after such request, and shall state the basis for requiring written application. A written application may require the submission of information required in an oral application and reasonable proof of the applicant's identity and responsibility for service at the premises to be served. A written application containing the required information shall be deemed completed when received by the Company.
 - .1.1.7 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.
- .1.2 Non-residential applicants shall file with the Company a written application for gas service upon the form furnished by the Company for the class of gas service desired.

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

PSC NO: 1 GAS LEAF: 18.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION:0
INITIAL EFFECTIVE DATE: 07/01/2020 SUPERSEDING REVISION:
STAMPS:

GENERAL INFORMATION

II. Rules and Regulations (continued):

2--How Service May be Obtained:

A. General Provisions.

- .1.3 The Company will endeavor to assist an applicant or customer in the selection of his Service Classification which may be most favorable to his requirements, but in no way does the Company make any warranty, express or implied, as to the rates, classification or provisions favorable to future service to, or future requirements of, any applicant or customer.
- .1.4 The applicant must make separate applications for each meter or type of service for each residence, apartment, business building or location for which gas service is desired.
- .1.5 The application must give assurance, satisfactory to the Company, that

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

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..TXT: PSC NO: 1 GAS

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COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0

INITIAL EFFECTIVE DATE: 03/18/99

SUPERSEDING REVISION:

STAMPS:

Effective date postponed to 07/01/99. See Supplement No. 2, 1, 1

RECEIVED: 02/16/99 STATUS: Effective EFFECTIVE: 07/01/99

GENERAL INFORMATION**II. Rules and Regulations (continued):**

2A. General Provisions (continued):

- .1.5.1 The applicant will be a reasonably permanent and bona fide user of gas service at premises which he owns or occupies; and
- .1.5.2 that such use of gas service will conform in all respects with the requirements of the service classification under which the applicant desires service; and
- .1.5.3 that the use of gas service furnished pursuant to the application will not violate any of the Rules and Regulations of the Company or the requirements of any governmental authority having jurisdiction thereof.
- .1.5.4 The customer at all times during which service is furnished must maintain his equipment, piping and facilities in compliance with the Rules and Regulations of the Company and the requirements of any governmental authority having jurisdiction thereof.
- .1.5.5 The applicant will make payment for:
 - .1.5.5.1 The material and installation costs relating to any portion of the required new service line, service connections and appurtenant facilities located on the applicant's property that exceeds the portion which the Company is required to install without charge;
 - .1.5.5.2 Any surcharge relating to the portion of the main and appurtenant facilities that exceed the portion which the Company is required to install without charge; and
 - .1.5.5.3 The rates charged like customers.
- .1.5.6 There is reasonable security as to the performance of the customer agreement, if required by the Company.
- .1.6 Former Indebtedness Paid - Residential: The Company will not be obligated to provide service to an applicant who owes the Company money for residential service provided to a prior account in his or her name unless:
 - .1.6.1 the applicant makes full payment for residential service provided to any such prior account in his or her name; or
 - .1.6.2 the applicant agrees to make payments under a deferred payment plan, as set forth at Rule 4E, of any amounts due for service to a prior account in his or her name; or
 - .1.6.3 the applicant has pending a billing dispute with respect to any amounts due for service to a prior account in his or her name and has paid any amounts required to be paid; or

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GENERAL INFORMATION**II. Rules and Regulations (continued):****2A. General Provisions (continued):**

- .1.6.4 the applicant is a recipient of, or an applicant for, public assistance, supplemental security income benefits or additional state payment, pursuant to the Social Services Law, and the Company receives from an official of the social services district in which the applicant resides, or is notified by such an official that it is entitled to receive, payment for services due to a prior account in the applicant's name together with a guarantee of future payments to the extent authorized by the Social Services Law; or
- .1.6.5 the Commission or its authorized designee directs the provision of service.
- .1.7 Former Indebtedness Paid - Non-Residential: If a former non-residential customer who is indebted to the Company attempts by some agency, relationship or otherwise to obtain service, the Company reserves the right to refuse service until payment is made by such customer of all amounts due and payable to the Company which are not either the subject of a pending bill dispute, pursuant to 16 NYCRR 13.15, or of an existing deferred payment agreement that is in good standing, including:
 - .1.7.1 service provided and billed in accordance with 16 NYCRR 13.11 to prior account(s) in the applicant's name or for which the applicant is legally responsible; and
 - .1.7.2 other tariff fees, charges, or penalties; and
 - .1.7.3 reasonably chargeable material and installation costs relating to temporary or permanent main extensions and service lines as required by the Company's tariff and authorized under 16 NYCRR 230, provided these costs are itemized and given to the applicant in writing; and
 - .1.7.4 a security deposit, as long as such deposit is in accordance with 16 NYCRR 13.7.
- .1.8 The Company shall be obligated to provide service to any applicant who meets the requirements of Rule 2A.1 within five business days of receipt of a completed oral or written application by a residential applicant for service; within ten calendar days of receipt of a completed written application by a non-residential applicant for service; or such later time as may be specified by the applicant, except:
 - .1.8.1 where prevented by labor strikes or other work stoppages;
 - .1.8.2 where precluded by consideration for public safety;
 - .1.8.3 where precluded by physical impediments including adverse weather conditions; inability to gain access to premises in the possession of the applicant or others; incomplete construction of necessary facilities by the applicant or inspection and certification thereof by the appropriate authorities; or incomplete construction of necessary facilities by the Company.

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GENERAL INFORMATION**II. Rules and Regulations (continued):****2A. General Provisions (continued):**

- .1.9 The Company shall not be obligated to provide short-term service to an applicant who fails to post a lawfully required deposit; seasonal service to a residential applicant who fails to post a required advanced payment.
- .1.10 Denial of Service.
 - .1.10.1 The Company shall not deny an application for service without sending to the applicant, within three business days of receipt of the application for service, written notice which:
 - (a) states the reason or reasons for denial;
 - (b) specifies precisely what the applicant must do to qualify for service;
 - (c) advises the applicant of his right to an investigation and review of the denial by the Public Service Commission or its authorized designees if the applicant considers the denial to be without justification; and
 - (d) identifies the appropriate address and telephone number of the Public Service Commission.
 - .1.10.2 The Company shall provide service within two business days (or such later time as may be specified by the applicant), except as provided under Rule 2A.1.8 to an applicant for residential service where the application for service had previously been denied once the following conditions are satisfied; the applicant complies with Rules 2A.1.6, .1.8 and .1.9; or by the direction of the Public Service Commission or its authorized designee, who may require such provision of service to be made within 24 hours.
 - .1.10.3 The Company shall provide service as soon as reasonably possible, but no later than three business days (or such later time as may be specified by the applicant) to an applicant for non-residential service where the application for service had previously been denied solely for failure to make payment of the costs described in Rule 2A.1.7. Service shall be provided after such payment is made, or 10 calendar days after receipt of the original application, whichever is later, except as provided in Rule 2A.1.8.
- .2 Contracts and Payments
 - .2.1 The applicant shall pay to the Company if required all amounts owing by him for gas consumed, and the applicant shall pay to and/or deposit with the Company all other sums required to be paid and/or deposited by any pertinent provisions of these Rules and Regulations.
 - .2.2 The applicant shall execute when required by the Company under these Rules and Regulations, the contract submitted by the Company covering the extension necessary to supply gas service requested by such applicant and shall make the necessary payments therein provided for.

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

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COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 02/03/04 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631 & 03-M-0117 dated 12/5/03

GENERAL INFORMATION

II. Rules and Regulations (continued):

2A. General Provisions (continued):

- .2.3 The Company reserves the right to change the character of gas furnished and its method of delivery pursuant to law and the provisions of this rate schedule subject to the lawful jurisdiction of the Public Service Commission.
- .2.4 If Billing Agency arrangement exists refer to the Uniform Business Practices for Retail Access Section 9.J.4.
- .3 Customer's Piping, Equipment and Trenching
 - .3.1 The applicant or customer must at his expense, equip the premise with such gas piping and equipment as may be necessary for the proper utilization of the Company's gas service. Such piping and equipment shall comply with the Rules and Regulations of the Company and the requirements of any governmental authority having jurisdiction there of before the Company shall be required to supply such gas service. In order to avoid inconvenience, delay or expense, the applicant or customer shall before purchasing or installing any piping and equipment obtain definitive information from the Company as to the characteristics of the service to be supplied and as to approved types of equipment. The Company publishes a booklet entitled "Specifications and Requirements for Gas Installations" indicating the manner and method gas installations must be made on customers' premises for service supplied by the Company. Copies of this booklet may be obtained on request.
 - .3.2 No consumer using the service of the Company shall make any additions or substantial changes in its gas equipment without first notifying the Company of its intention to make such additions or changes. Also refer to Rule 9B.
 - .3.3 The customer is permitted to provide trenching on the customer's own property providing this is done in accordance with Company standards and the trenching is for the entire length of the service line up to the edge of the public right-of-way. The Company will pay the customer or reduce any obligation of the customer to the Company for that portion of service trenching the Company is required to provide without charge to the customer at a rate of \$5.25 per trench foot.
- .4 Permits, Certificates and Rights of Way
 - .4.1 Each applicant for gas service shall obtain at his own expense and furnish to the Company all permits (except street permits) and certificates required by any properly constituted authority approving the piping or other equipment within the premises of the applicant deemed necessary by the Company and/or required by said authority before the Company will furnish gas service to the premises of such applicant.
 - .4.2 Each applicant or customer shall execute and deliver to the Company, free from cost, satisfactory permanent easements or rights of way to permit the Company to provide service.
 - .4.3 The Company shall not be obligated to commence construction work or supply gas until:

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COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0

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GENERAL INFORMATION**II. Rules and Regulations (continued):****2A. General Provisions (continued).**

- .4.3.1 A reasonable time after all necessary permits are furnished and easements and/or rights of way are granted by the applicant and others to the Company;
- .4.3.2 All necessary payments are made by the applicant to the Company and the application is approved by the proper officers or duly authorized representatives of the Company.
- .4.3.3 The applicant or customer to be served by such extension have obtained and delivered to the Company said permanent easements or rights of way agreements or have agreed to pay such cost as may be incurred by the Company if at the applicant's request the Company obtains such easements or rights of way. If the applicants request the Company to obtain such easements or rights of way the applicant shall furnish reasonable security as to the performance of its agreement if so required by the Company.
- .4.4 The provisions relating to the furnishing of easements are applicable irrespective of the length of the extension.
- .5 Unusual Conditions: Where the Company cannot be assured that the business to be served will be permanent or where unusual expenditures are necessary to supply service because of the location, size, or character of the applicant's or customer's installation, facilities will be constructed only when applicant or customer makes an adequate contribution toward the cost of such facilities, or makes other arrangements satisfactory to the Company to warrant the Company to undertake the investment and expense involved.
- .6 Increased Loads: Customer shall give the Company advance written notice, in reasonable time, of any proposed increase in service required, setting forth in such notice the amount, character, and the expected duration of time the increased service will be required. If such increase in load necessitates added or enlarged facilities (other than metering equipment) for the sole use of customer, the Company may require customer to make a reasonable contribution to the cost of adding or enlarging the facilities whenever customer fails to give assurance, satisfactory to the Company, that the taking of the increased service shall be of sufficient duration to render the supply thereof reasonably compensatory to the Company.
- .7 Minimum Insulation Standards for Residential Construction of Buildings.
- .7.1 Gas service will not be provided in 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, Subchapter A, 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 Utility Service. Copies of the minimum standards are available at the Company offices.

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

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COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION:5
INITIAL EFFECTIVE DATE: 04/01/23 SUPERSEDING REVISION:4
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION

II. Rules and Regulations (continued)

2A. General Provisions (continued)

.7.2 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 under Rule IV.2.

.8 Notice Requirements

.8.1 The Company shall provide at the time of application and annually to all non-residential customers a brochure containing a detailed summary of their rights and obligations under 16 NYCRR Part 13. In addition, notices will be issued at least annually, and where necessary periodically, regarding customer deposits, the Company's right to change the customer's service classification, and the customer's responsibility regarding non-access to meters as specified in 16 NYCRR 13.12.

.9 Customer Consent to Contact

.9.1 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 Customers 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 (1-800-930-5003)
via email to optout@nationalgrid.com
via regular mail to the following address: National Grid, Attn: Customer Care, 2 Hanson Place, Brooklyn, NY 11217

.10 Safety Related Service Calls

.10.1 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, Hicksville, NY

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COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 06/01/19 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Order in Case 18-M-0756 dated May 20, 2019

GENERAL INFORMATION

II. Rules and Regulations (continued)

2A. General Provisions (continued)

B. Extension of Facilities

.1 Main and service lines: The Company will furnish, place, construct, operate, maintain, own and when necessary replace at its own cost and expense all mains, service lines, service connections and other appurtenant facilities within a public highway, other than a limited access public highway, necessary to render the service requested.

Obligations of the Company:

.1.1 Without cost to Applicant the Company will provide for:

.1.1.1 Residential non-space heating service, the material and installation costs relating to up to a total of a 100 feet of main and service line measured from the centerline of the public right-of-way (or from the main if it is closer to the customer and if development will be limited to one side of the right-of-way for at least 10 years), including 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.

.1.1.2 Residential space heating service, the material and installation costs relating to:

.1.1.2.1 up to 100 feet of main and appurtenant facilities; and

.1.1.2.2 up to 100 feet of service line measured from the centerline of the public right-of-way (or from the main if it is closer to the customer and if 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.

.1.1.3 Non-Residential service, the materials and installation costs relating to:

.1.1.3.1 up to 100 feet of main and appurtenant facilities; and

.1.1.3.2 any service line, service connections and appurtenant facilities located in the public right-of-way.

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GENERAL INFORMATION**II. Rules and Regulations (continued):****2B. Extension of Facilities (continued):****.1.1.4 All customers:**

.1.1.4.1 additional lengths of main and service lines providing these costs can be justified by analysis of adjusted gas revenues of the customer

.1.1.4.2 the cost legally imposed by government authorities for obtaining required work permits and for repairing and replacing disturbed pavement.

.1.1.5 If due to unusual circumstances the actual cost per foot of a particular installation is greater than two times the corporation's average cost per foot of new installations for service for the twelve months ending September 30 of the previous year, the Company may apply to the Commission for relief from so much of this section (Rule 2B.1.1) as is deemed necessary by the Company in order to provide the service.

.1.2 Obligation of the Customer: Whenever an owner or occupant of any property abutting on and having access to any public highway in which the governmental authority having jurisdiction will permit the Company to install and maintain facilities, and in which there is no gas main appropriate to the service requested within a distance of one hundred feet from said property makes a written application for service to the Company, the Company will extend its system so as to serve said property, provided

.1.2.1 that said applicant shall first have assured the Company that he will be a reasonably permanent customer, and

.1.2.2 that he shall first have executed an agreement, the terms of which shall provide substantially as follows:

.1.2.2.1 applicant shall agree to pay to the Company the rates provided in the applicable Service Classification and in addition a surcharge of 20 per cent (return, depreciation, taxes and maintenance) per year of the actual reasonable cost of such facilities that exceed the portion which the Company is required to install without charge to the applicant, if the corporation lays a main of 4 inches or less in minimal diameter (in the case of low pressure distribution) or of 2 inches or less in nominal diameter (in the case of high pressure distribution). If the Company lays a main greater than 4 inches in nominal diameter (in the case of low pressure distribution) or greater than 2 inches in nominal diameter (in the case of high pressure distribution), the surcharge shall not exceed 20 per cent per year of the estimated reasonable cost of a 4-inch main (in the case of low pressure distribution) or of a 2-inch main (in the case of high pressure distribution), unless the estimated consumption of the proposed customer(s) requires the installation of a larger-sized main, in which event the surcharge shall not exceed 20 per cent per year of the actual reasonable cost of such main.

The surcharge shall commence when gas service is first available to an applicant and shall be paid rateably for each billing period.

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GENERAL INFORMATION**II. Rules and Regulations (continued):****2B. Extension of Facilities (continued):**

- .1.2.2.2 The surcharge shall be reduced by a credit equal to 50 per cent of the adjusted gas revenue, provided, however, that the credit shall not exceed the amount of the surcharge as determined above. Adjusted gas revenues as used herein is defined in Rule II.1.
- .1.2.2.3 Whenever more than one customer is connected to a main extension, the surcharge shall be so adjusted as to yield to the Company in any one calendar year, not more than the percentage applicable to said extension from all customers served from the main extension. The surcharge shall be reasonably allocated among the customers served from the main extension, taking into account that the portion of mains and appurtenant facilities which the corporation is required to provide without charge to each customer served from such facilities.
- .1.2.2.4 Cessation, Exemptions and Options to Surcharges:
 - .1.2.2.4.1 Surcharges shall cease:
 - .1.2.2.4.1.1 whenever the length of a main extension required to be provided without charge to all customers served from such extension shall equal or exceed the total length of such extension; or
 - .1.2.2.4.1.2 whenever the total adjusted gas revenue from all customers served from a main extension shall equal or exceed 40 per cent of the cost of such extension in excess of that required to be provided without charge; or
 - .1.2.2.4.1.3 after a period of ten years following its commencement.
 - .1.2.2.4.2 Surcharge Exemption: No surcharge shall be imposed if the total adjusted gas revenue from all customer served from a main extension is estimated to exceed 40 percent of the actual reasonable cost of such extension in each of any two consecutive calendar years.
 - .1.2.2.4.3 Customer Contribution: In lieu of monthly surcharge payments, the customer may provide a non-refundable advance payment which covers the cost of main and service lines that cannot be justified by an analysis of the customer's adjusted gas revenue.
- .1.2.3 Should the adjusted gas revenue from all customers served from a main extension exceed the carrying cost (20%) of the entire extension, any surcharges (or contributions) paid by such customer during the preceding five years shall be refunded to such customers.
- .1.2.4 Relocation: Any relocation of mains, service lines and other facilities temporarily installed before the sidewalk was in place or any relocation of mains, service lines and other facilities owing to alterations in the applicant's surface structures will be made by the Company at the expense of the applicant.

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COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

GENERAL INFORMATION

II. Rules and Regulations (continued):

2B. Extension of Facilities (continued):

.1.2.5 Successor Customer: A successor to a customer connected to a main extension constructed under Rule 2B.1.2 of these Rules and Regulations shall, as a condition of receiving service, agree to pay to the Company the rates set forth in the Service Classification under which service is to be supplied to him, and, in addition, the amount of surcharge allocable to him under the provisions of Rule 2B.1.2.

.1.2.6 Additional Customer: A customer connected to a main extension constructed under Rule 2B.1.2 of these Rules and Regulations shall, as a condition of receiving service, agree to pay to the Company the rate set forth in the service classification under which service is to be supplied to him and, in addition, the amount of surcharge allocated to him under the provisions of Rule 2B.1.2.

.1.2.7 Transfer to Non-Firm Demand Response Service: Applicants for firm service and their successors remain on such service for a minimum of two years before transferring to an Non-Firm Demand Response service, or reimburse the utility in accordance with the terms of Special Provision (a) under the applicable Non-Firm Demand Response service for the cost of facilities installed at utility expense in order to provide firm service to the applicant. The cost of facilities shall be reduced by the amount of margins as defined in Rule II.1, paid by the applicant as if an Non-Firm Demand Response customer.

.2 Main on Private Property: Where the premises to be supplied with gas service are so located that it is necessary to extend a main over private property, the Company will extend its facilities to furnish gas service to any applicant or applicants only after special arrangements are made for such extension.

.3 Service Lines: The applicant shall pay in advance the estimated cost, as defined in Rule II.1.C, except for the portion of such service lines provided without charge by the Company and which is described in Rule 2B.1.1.

.3.1 When the applicant requires that services be installed when the ground is frozen, the applicant will be required to pay, in advance, an additional charge of \$3.00 per trench foot for 6 to 12 inches of frost or \$6.00 per foot for excess of 12 inches.

.3.2 Only one service line will be installed by the Company unless the Company deems it necessary to do otherwise for equipment or facility limitation.

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GENERAL INFORMATION**II. Rules and Regulations (continued):****2B. Extension of Facilities (continued):**

- .3.3 Whenever, at the request of an owner or occupant, a service line is provided through which service is not immediately desired, the applicant shall bear the entire reasonable expense of providing, placing, and constructing the service line and accessories, but he shall be entitled to a refund whenever gas service is begun for such part of the expense as the Company is hereinbefore required to assume. Such refund shall be the cost of said service line and accessories less depreciation at the rate of three per cent per annum for the period which said service line has been in the ground.
- .3.4 Relocation: Any relocation of service lines and other facilities installed on private property will be made by the Company at the expense of the customer as defined in Rule II.1.
- .4 Maintenance and Replacement of Facilities:
 - .4.1 The Company will be solely responsible for the inspection, testing, operation, maintenance, replacement and reconstruction of all mains, service lines, service connections and appurtenant facilities used to supply gas to customers.
 - .4.2 The Company will bear the cost of inspecting, testing and operating all facilities. The Company will bear the cost of maintaining, replacing or reconstructing all main and appurtenant facilities. The Company will bear the cost of maintaining, replacing or reconstructing the service line and appurtenant facilities necessary to serve each as if such customer was an applicant for service, unless an act or omission of the customer necessitates the replacement or reconstruction.
 - .4.3 If an act or omission of any customer who had installed facilities necessitates the replacement or reconstruction of such facilities, the customer shall pay to the corporation the cost of replacement
- .5 Application Not Accepted by Company: When an application for extension of facilities pursuant to Rule 2B is not accepted because the Company cannot be assured that the business to be secured will be reasonably permanent, or reasonable security as to performance of agreement cannot be furnished, the Company will extend its facilities only when the applicant makes satisfactory arrangements to reimburse the Company for the investment and expense involved. The applicant or the Company may apply to the Public Service Commission for a ruling as to the necessity for and reasonableness of such requirements in a specific case. Advanced payments made by applicants shall not bear interest.
- .6 Emergency Electric Generators: The Company will provide gas for emergency electric generators when the Customer or Applicant agrees to pay all costs and expenses incurred by the Company to provide service including, if necessary, all costs for system reinforcement, mains and service laterals.

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

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COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION:0
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

GENERAL INFORMATION

II. Rules and Regulations (continued):

2B. Extension of Facilities (continued)

.7 System Reinforcement Surcharge:

- .7.1 Non-Firm Demand Response Customers upgrading to firm service will have the option to pay the costs of any required system upgrades through a surcharge.
- .7.2 The surcharge is available to Customers who have made a written application to the Company requesting to upgrade gas service from Non-Firm Demand Response service to firm service under SC-2 (General Service, Non-Residential) or SC-3 (Multi-Dwelling Service) where:
 - .7.2.1 there is currently insufficient system pressure to supply firm gas service to the Customer and the Customer requests that the Company reinforce its system as needed to supply firm service to the Customer's premises;
 - .7.2.2 The Customer assures the Company they will be a reasonably permanent customer and otherwise qualifies for gas service under SC-2 or SC-3.
 - .7.2.3 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). The surcharge shall be paid ratably for each billing period, beginning when gas service is first available to the Customer.
 - .7.2.4 Customer agrees to furnish reasonable security for the performance of this Agreement, if requested by the Company.

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

PSC NO: 1 GAS LEAF: 29
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 06/12/17 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with Order in C.15-G-0244 dated April 20, 2017

GENERAL INFORMATION

II. Rules and Regulations (continued):

C. Company Property on Customer's Premises:

.1 Metering Equipment

.1.1 The applicant shall provide a suitable and adequately protected location for the Company's metering equipment which shall be readily accessible to Company representatives. On new installations, such location shall be readily accessible to Company representatives from the outside of the applicant's building. If an outdoor location suitable to the Company cannot be found for a new one, two or three family dwelling, a remote meter reading device may be installed. The Company reserves the right to:

.1.1.1 Determine the location of the service lateral and the meter; and

.1.1.2 If required, make minor alterations to the meter connections and associated valves in order to install locks or other devices necessary to protect the integrity of the metering equipment.

.1.2 Once the metering equipment has been installed, any change in location, or change of metering equipment, piping or other appurtenances, requested by an applicant or customer for his or its accommodation, providing such change is approved by the Company or any change deemed necessary by the Company to provide suitable location and adequate protection for the meter, will be made at the expense of the applicant or customer. The applicant or customer shall pay in advance the estimated cost as defined in Rule II.1.

.2 Customer Responsibility: The customer must protect the meter and other property of the Company on his premises from injury and shall be responsible for and make good to the Company for any damage thereto or any loss or destruction thereof.

.3 Ownership: All pipes, meters, governors and other equipment and appliances installed in or on the customer's premises by the Company at the Company's expense, or all remote reading devices and service laterals installed at applicant's or customer's expense to furnish gas to an applicant or customer shall be owned, maintained and replaced if still required by the Company, unless otherwise agreed to in writing.

.4 Access to Customer's Premises: The Company shall have at all reasonable times the right of access to all of its property installed on the customer's premises. Any customer who, at any time, directly or indirectly prevents or hinders a duly authorized officer or agent of the Company from entering the building or location, or from making an inspection or examination, at any reasonable time, may be billed a one-hundred dollar penalty for each such offense as provided in section 65(9)(b) of the Public Service Law. All customers must advise the Company who the Access Controller is, if the Access Controller is not the customer.

.4.1 The one-hundred dollar penalty 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.

.4.2 If the Customer or Access Controller remits payment of this one-hundred dollar 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 Leaf 29.1.

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

PSC NO: 1 GAS LEAF: 29.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0
INITIAL EFFECTIVE DATE: 06/12/17 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Order in C.15-G-0244 dated April 20, 2017

GENERAL INFORMATION

II. Rules and Regulations (continued):

.4.3 If the one-hundred dollar penalty is assessed and it is not paid, regular termination procedures for non-payment will apply.

.4.4 If service is disconnected in accordance with Sections .4.2 or .4.3, the Company may require completion of any required inspection before reconnecting service.

.4.5 Form of Notice:

NOTICE OF TERMINATION FOR REFUSAL OF ACCESS

Leakage Surveys and Atmospheric Corrosion Inspections

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 1-800-930-5003 Monday - Friday 8:00 a.m. - 8:00 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: David B. Doxsee, Vice President, Hicksville, NY

..DID: 7441

..TXT: PSC NO: 1 GAS

LEAF: 30

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0

INITIAL EFFECTIVE DATE: 03/18/99

SUPERSEDING REVISION:

STAMPS:

Effective date postponed to 07/01/99. See Supplement No. 2, 1, 1

RECEIVED: 02/16/99 STATUS: Effective EFFECTIVE: 07/01/99

GENERAL INFORMATION**II. Rules and Regulations (continued):****2C. Company Property on Customer's Premises (continued):**

- .5 Employee Identification: Every employee of the Company who is authorized by it to enter the customer's premises for the purpose of reading or testing meters, collecting gas bills or for other Company purposes, is supplied with an identification card bearing his photograph, signature, and the seal of the Company; such employee must, upon request, sign his name for comparison with the signature appearing upon said identification card. Any one claiming to represent the Company and failing to display such identification card upon request should be denied admittance.

D. Service to Customers' Gas Utilization Equipment

- .1 Service Provided without Direct Charge: The following services under the conditions stated will be provided without charge to the customer:
 - .1.1 Investigation of reports of gas leaks, gas odors, low gas pressure, gas service outages or other unusual conditions related to the gas supply, and making conditions safe:
 - .1.2 Consultation for the installation of customer's piping, equipment and controls.
- .2 Conditions for Servicing Equipment: The Company will render certain services described in Rules D.3 and D.4 with respect to and for the repair of customers' utilization equipment, except roof-top installations, when:
 - .2.1 The equipment is certified by a qualified independent testing agency such as the American Gas Association and its installation is approved by the Company;
 - .2.2 The equipment is reasonably accessible, has adequate lighting for servicing and if equipment is not located at grade level, safe access is available via a stairway or an "A" frame ladder. If equipment is located in attics, adequate flooring leading to the equipment shall be provided by the customer;
 - .2.3 There is no evidence that a fuel other than natural gas supplied by the Company has been utilized in the equipment; and
 - .2.4 In the Company's judgement, unsafe and unsanitary conditions do not exist.
- .3 Additional Services - Residential Customers: The following additional services under the conditions stated will be provided without charge to residential customers, except religious establishments, supplied by individual gas meters, except where municipal codes require the work to be performed by licensed plumbers or electricians. The services are limited to residential type heating equipment with rated inputs below 400,000 BTU and water heaters with rated inputs below 95,000 BTU. If unusual environmental conditions including but not limited to flooding, fire or airborne chemical vapors have caused damage to the equipment, there will be a charge for the parts and labor associated with the service call.

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

..DID: 7456

..TXT: PSC NO: 1 GAS

LEAF: 31

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0

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SUPERSEDING REVISION:

STAMPS:

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RECEIVED: 02/16/99 STATUS: Effective EFFECTIVE: 07/01/99

GENERAL INFORMATION**II. Rules and Regulations (continued):****2D. Service to Customers' Gas Utilization Equipment (continued):**

- .3.1 Diagnosis, repairs and adjustment of burners and controls for space heaters and water heaters;
- .3.2 Cleaning of residential space heaters and water heaters if, in the Company's judgment, such cleaning is necessary.
- .3.3 In accordance with "Brooklyn Union's" Gas Service Policy for residential Customers, defective parts for residential central space heaters, conversion components on converted central space and water heaters, excluding the swimming pool type, will be supplied and replaced by the Company free of charge for up to one year under the manufacturer's warranty. The Company will not supply, install, or replace parts for other gas burning appliances or equipment. Parts not covered under the one year manufacturer's warranty will be replaced on a charge basis.
 - .3.3.1 For new equipment installed prior to December 31, 1993, the Company will continue to replace parts free of charge for the first three years after installation in accordance with LILCO's former three year warranty policy.
- .4 Additional Services - Others: The following additional services under the conditions stated will be provided without charge to religious establishments, Service Classification Nos. 2 and 3, nonresidential customers and residential customers supplied by other than individual gas meters. These services will be provided only for residential type space heating equipment with rated inputs below 400,000 BTU and water heaters with rated inputs below 95,000 BTU. If unusual environmental conditions including but not limited to flooding, fire or airborne chemical vapors have caused damage to the equipment, there will be a charge for the parts and labor associated with the service call.
 - .4.1 Diagnosis, repairs and adjustments of burners and combustion controls for space heaters and water heaters;
 - .4.2 Cleaning of residential type space heaters and water heaters if, in the Company's judgment, such cleaning is necessary and when such cleaning is limited to cleaning of flue passages, burners and combustion chambers.
 - .4.3 In accordance with "Brooklyn Union's" Gas Service Policy for Commercial and Multiple Dwelling Customers, certain defective parts associated with residential type space heaters and water heaters will be supplied and replaced by "Brooklyn Union" free of charge up to one year under the manufacturer's warranty. Parts not covered under the one year manufacturer's warranty will be replaced on a charge basis. The parts supplied and replaced by the Company are limited to those parts normally stocked or replaced by the Company for residential space heaters and water heaters.
 - .4.3.1 For new equipment installed prior to December 31, 1993, the Company will continue to replace parts free of charge for the first three years after installation in accordance with "Brooklyn Union's" former three year warranty policy.

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

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..TXT: PSC NO: 1 GAS

LEAF: 32

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0

INITIAL EFFECTIVE DATE: 03/18/99

SUPERSEDING REVISION:

STAMPS:

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RECEIVED: 02/16/99 STATUS: Effective EFFECTIVE: 07/01/99

GENERAL INFORMATION**II. Rules and Regulations (continued):****2D. Service to Customers' Gas Utilization Equipment (continued):**

- .5 Charges for Servicing Equipment: Except as provided free of charge under rules D.1, D.3. and D.4, the following labor charges are applicable for servicing of residential type space and water heating equipment:
 - .5.1 \$53.00 for responding to customer's request for service of seasonal turn-ons of pool heaters, service of flooded units and other space heating and water heating services not normally covered under Rules D.1, D.3 and D.4. This charge includes the first hour of work by one man;
 - .5.2 \$13.25 per quarter hour for all work performed after the first hour by one man;
 - .5.3 If additional men are required, there will be an additional charge of \$13.25 per quarter hour for each such man;
 - .5.4 \$53.00 per unit for turn-off or turn-on of gas space heating equipment except when performed in connection with initial installation, cleaning, servicing, or a new account. The customer having multiple units at one location has the option of paying either the hourly charge set forth in Rules D.5.1, D.5.2, and D.5.3 or the unit charge set forth in this sub-section (D.5.4). Turn-on of normally serviced gas space heating equipment will be provided at no charge to the customer when the customer's request is made on or before August 15 for turn-on before August 15 of a given year.
 - .5.5 Preventive Maintenance services for residential type space and water heating equipment are available upon request for the following unit charges:
 - If requested and scheduled between April 1 and August 31: \$53.00 plus parts;
 - If requested and scheduled between September 1 and March 31: \$77.00 plus parts.

E. Meters

- .1 Number of Meters Allowed: The Company will install, upon written application of a customer, as many meters as the customer shall desire, provided the gas and associated thermal loads connected to such meters are kept separate from all other gas and thermal loads, and are non-switchable.
- .2 Plural Metering: In no case will the reading of two or more meters be combined for billing purposes except when the Company, because of conditions on its distribution system, prefers to render service through more than one meter.
- .3 Duplicate Metering: The Company will not supply a meter to record any use of gas registered by another or master meter. However, as may be required from time to time by load testing programs, load testing equipment may be installed by the Company at its expense.

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

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..TXT: PSC NO: 1 GAS

LEAF: 33

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0

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Effective date postponed to 07/01/99. See Supplement No. 2, 1, 1

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GENERAL INFORMATION**II. Rules and Regulations (continued):**

2E. Meters (continued):

- .4 Shared Metering: 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 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 from the Company's Customer Relations offices.

F. Sub-metering

- .1 Disallowance of Submetering: Except as provided in 2D.F.2.1 below:

- .1 Customers shall not submeter or resell the Company's service or gas supply, and
- .2 The Company will not provide service to owners, legal tenants, or other legal occupants of building through a master meter for submetering or resale by or to any owner, legal tenant, or other legal occupant of the premises, and
- .3 The Company may require proof from the Customer that all the gas supplied by the Company through the Company's individual meter is for the Customer's direct use, and
- .4 The Company may discontinue service to any Customer whose usage does not meet these conditions.

- .2 Application for Permission to Submeter

- .1 Customers will be permitted to submeter or resell the Company's service or gas supply to landlords of commercial and industrial properties, which do not have residential tenants.
- .2 Customers who want to submeter must file a petition and application with the Public Service Commission. The petition and application must also be served to the Company and all affected tenants.
- .3 The application will be considered approved if not acted upon within 75 days of the initial filing.

- .3 Application to Submeter

The application submitted shall address the following safety requirements:

- .1 The Customer who requests to submeter shall ensure that its installation comply with all applicable codes and regulations, and
- .2 The application shall contain the name, address and telephone number of the person or entity responsible for repair, safety and maintenance, and

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 34
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 07/01/14 SUPERSEDING REVISION: 3
STAMPS:

GENERAL INFORMATION

II. Rules and Regulations (continued):

2--How Service May Be Obtained (continued):

F. Sub-metering (continued)

.3 Both tenants and Company will be furnished the above information in .4.2 above, and

.4 If a high-pressure piping system is to be installed (i.e., space pressurized pipes at 2.0 psi or above), the submeter shall:

.5 Rates

The submeter shall not charge more than the Company's tariff rates for submetering service. This condition is met if average rate to submetered Customer does not exceed the average rate by the Company to the submeterer.

.6 Customer Issues

1) The application shall provide for an effective consumer dispute resolution process.

2) The submeterer, periodically, shall reconcile the master meter reading to the customer's meters.

3) The submeterer shall calibrate meters anytime they are installed or repaired.

4) The submeter shall install only meter models approved by the Public Service Commission.

5) The Company will notify submetered tenants if service is to be terminated prior to service termination.

G. Residential Automatic Meter Reading ("AMR") Opt-Out Option

.1 Residential customers who do not wish to have an AMR meter installed at their premises, have an option to "opt-out" and have their AMR meter replaced with a non-AMR meter.

.1.1 Customers who elect this option will be charged an initial fee for the removal of the existing AMR meter and the installation of the non-AMR meter. Additionally, by electing this option, the customers will be charged a monthly meter reading fee for the non-AMR meter.

.1.1.1 The initial fee will be \$95.64 for a meter replacement.

.1.1.2. Customers will not be assessed the initial fee until the Company installs the non-AMR meter.

Issued by: William J. Akley, President, Hicksville, NY

PSC NO: 1 GAS LEAF: 34.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 01/01/16 SUPERSEDING REVISION: 1
STAMPS:

GENERAL INFORMATION

II. Rules and Regulations (continued):

2--How Service May Be Obtained (continued):

G. Residential Automatic Meter Reading ("AMR") Opt-Out Option (continued):

.1.1.3 The Company will attempt an actual meter read every two months and issue an estimated bill for the interim months that are not read. The Company shall make a reasonable estimate of the consumption of gas during those months when the meter is not read. Such estimated bills shall be payable as rendered.

.1.1.4 A monthly fee will be assessed of \$7.77 for a meter reading which will cover the manual meter reading costs.

.1.2 Customers that have a non-AMR meter, who decline installation of an AMR meter shall be considered to have elected to Opt-Out of AMR. Such customers will not be assessed the meter replacement fee in Rule G.1.1.1 but will be assessed the meter reading fee in Rule G.1.1.4.

.1.3 Effective September 2015, the Company will communicate with the customer that their meter has not yet been retrofitted with AMR or an ERT and will be considered to have opted out of the AMR program. The monthly meter reading fee will be assessed beginning April 2016.

.2 Customers electing Rule G.1 will be billed for charges applicable to the customer's otherwise applicable service classification plus the initial fee and the monthly charge described in Rule G.1.1.

.3 Any "opt-out" customer who wishes to have the AMR re-installed may be charged a "re-installation fee". The re-installation fee shall be equal to the initial fee of \$95.64 for a meter replacement. The re-installation fee will be charged for the removal of the non-AMR meter and the installation of the AMR meter.

.3.1 Any customer electing Rule G.3 will also no longer be assessed the special monthly meter reading fee once the AMR meter is installed.

.4 Customers electing this Rule will be subject to all terms and conditions under Billing, Meter Reading, and Collections as contained in this tariff.

.5 This program is only applicable to meters installed by the Company.

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

PSC NO: 1 GAS LEAF: 34.2
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0
INITIAL EFFECTIVE DATE: 06/01/14 SUPERSEDING REVISION:
STAMPS:

GENERAL INFORMATION

II. Rules and Regulations (continued):

3--Billing and Payment of Bills:

A. Metering:

.1 Metered Service: The Company will furnish the meter or meters to each applicant for the purpose of registering the gas service supplied to such applicant. The meter readings shall be conclusive as to the extent of the gas service furnished unless it shall be established, in the manner provided in such case, that said meter or meters are not registering correctly.

Customer choosing to take part in the Company's transportation program refer to the Uniform Business Practices for Retail Access Section 9.

.2 Metered Tests: Meters will be tested at any time upon receipt by the Company of a written request from a consumer on the prescribed form made available for such purpose at any office of the Company.

Meters also will be tested at any time upon application to the Public Service Commission by a consumer, provided, however, that the cost of making such test shall be borne by the Company or the customer, as the case may be, as provided in the Public Service Law of New York or the Rules and Regulations established by the Public Service Commission with respect to the testing of meters. Except to the extent prevented by circumstances beyond the Company's control such tests will be performed within sixty days of receipt of the request.

Issued by: William J. Akley, President, Hicksville, NY

..DID: 7460

..TXT: PSC NO: 1 GAS

LEAF: 35

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0

INITIAL EFFECTIVE DATE: 03/18/99

SUPERSEDING REVISION:

STAMPS:

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GENERAL INFORMATION**II. Rules and Regulations (continued):****3--Billing and Payments of Bills (continued):****A. Metering (continued):**

- .3 Service Pressure: The gas rates contained in this schedule are based upon gas delivered under conditions generally applicable to low pressure service.
- .4 Fixed Factor Billing: The Company may use fixed factor billing in lieu of pressure correcting devices to determine the actual gas consumption of those customers receiving gas at a regulated metering pressure higher than normal delivery pressure of 0.25 pounds per square inch gauge. The fixed factor method involves the application of Boyle's Law (volume correction for pressure) to the uncorrected registration of the gas meter.
- .4.1 In instances where the fixed factor method is used, the amount of gas determined from the meter shall be multiplied by a billing factor derived from the following formula:

$$\frac{(P_b + P_m)}{PB} = \text{Billing Factor, where}$$

- .4.1.1 P_b is the average barometric pressure for the Company's entire service area (14.73), measured in pounds per square inch absolute.
- .4.1.2 P_m is the metering pressure measured in pounds per square inch gauge, and
- .4.1.3 PB is the base pressure (14.98), measured in pounds per square inch absolute.
- .4.2 At each installation where fixed factor billing is used:
 - .4.2.1 The regulated outlet set pressure to the customers' meter will be maintained under operating conditions at $\pm 1.0\%$ of the pressure absolute;
 - .4.2.2 Each regulator shall be sealed in a manner that would indicate any unauthorized tampering with the outlet pressure adjustment screw;
 - .4.2.3 All regulators and pressure compensating devices used in fixed factor measurement shall be clearly identified; and
 - .4.2.4 A means will be provided for verifying the outlet set pressure of the regulator initially and periodically thereafter.
- .4.3 The Company shall maintain:
 - .4.3.1 Records of each fixed factor installation; and
 - .4.3.2 A file of regulator manufacturer's data sheets covering regulator in fixed factor measurement services.
- .4.4 No fixed factor installation shall be made where the resulting measurement error is fast, or more than 2% slow.

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 36
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 5
INITIAL EFFECTIVE DATE: 05/01/19 SUPERSEDING REVISION: 4
STAMPS: Issued in compliance with Order in Case 18-M-0679 dated April 22,
2019

GENERAL INFORMATION

II. Rules and Regulations (continued):

3--Billing and Payments of Bills (continued):

B. Meter Reading and Rendering of Bills:

.1 Intervals: Meters will be read and bills rendered at intervals of one month or two months (bimonthly). Under unusual conditions or where meters are scheduled to be read at two month (bimonthly) intervals, the Company may render regular or interim estimated bills based upon the best information available. When an estimated bill is rendered, it shall contain an appropriate notation. On request the Company will furnish post cards for residential customers to report their meter reading for the intervening months.

.2 Prorating of Bills: 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.

.3 Delivery Mode and Address: By mail or by hand, at the address where the service is rendered, or at the address designated by the consumer, or the last known address of the consumer.

.4 Payment Plan for Seniors: Effective November 29, 1985, 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.

.5 Non-Residential Customers: Notwithstanding the provisions for meter reading contained in Rule 3B.1, the following provisions shall apply:

.5.1 If circumstances beyond the Company's control prevented a regularly scheduled reading attempt and the previous two bills were estimated, a follow-up meter reading attempt will be made within 7 calendar days.

.5.2 Where the Company has billed the account based on customer readings for seven consecutive months the Company will either schedule an appointment with the customer to obtain an actual reading or will attempt a follow-up meter reading within 7 calendar days of the last attempt.

.6 Customers may request that their meter be read 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. The fee for this service shall be \$20, 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.

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

PSC NO: 1 GAS LEAF: 37
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 01/15/14 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with order in Case No. 13-M-0661 dated 11/18/13

GENERAL INFORMATION

II. Rules and Regulations (continued):

3--Billing and Payment of Bills (continued):

C. Deposits and Advanced Payments: A deposit may be required as security for the payment of unpaid bills or other claims of the Company against the customer upon termination of service. An advance payment may be required from residential customers applying for seasonal service.

.1 Deposits - Residential Customers:

.1.1 The deposit shall be determined as follows:

.1.1.1 Residential customers shall be two times the estimated average monthly bill for a calendar year;

.1.1.2 Residential gas heating customers shall be two times the estimated average monthly bill for the heating season.

.1.2 When the Company intends to require a deposit it shall provide a written notice, at least 20 days before the deposit is assessed, that the failure to make timely payment will permit the Company to require a deposit from such customer. A deposit is required from a current residential customer who is delinquent as defined in Rule 3C.1.3, by virtue of his or her failure to make a reasonable payment of arrears, and the Company shall permit such customer to pay the deposit in installments over a period not to exceed 12 months.

.1.2.1 The Company shall allow to each such depositor simple interest at a rate per annum prescribed by the Public Service Commission on the amount deposited. Interest to customers shall be paid upon the return of the deposit, or where the deposit has been held for a period of one year, the interest shall be credited to the customer on the first billing for utility service rendered after the end of such period or each October, providing such period does not exceed one year. If a residential customer is not delinquent in the payment of bills, during the one year period from the payment of the deposit, the deposit shall be refunded promptly without prejudice to the Company's right to require a future deposit in the event that the customer thereafter becomes delinquent.

.1.3 An existing residential customer is delinquent for the purpose of a deposit assessment if such customer:

.1.3.1 accumulates two consecutive months of arrears without making reasonable payment, defined as one-half of the total arrears, of such charges before the time that a late payment charge may become applicable, or fails to make a reasonable payment on a bimonthly bill within 50 days after the bill is due; provided that the Company requests such deposit within two months of such failure to pay; or

.1.3.2 had utility service terminated for nonpayment during the preceding six months.

Issued by: William J. Akley, President, Hicksville, NY

..DID: 7449

..TXT: PSC NO: 1 GAS

LEAF: 38

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0

INITIAL EFFECTIVE DATE: 03/18/99

SUPERSEDING REVISION:

STAMPS:

Effective date postponed to 07/01/99. See Supplement No. 2, 1, 1

RECEIVED: 02/16/99 STATUS: Effective EFFECTIVE: 07/01/99

GENERAL INFORMATION**II. Rules and Regulations (continued):****3C. Deposits and Advanced Payments (continued):**

- .1.4 A security deposit may be required of a new residential customer (residential applicant) as a condition of receiving gas service if so authorized by the Public Service Commission.
- .1.5 The Company may withhold its service or discontinue its service should any applicant or customer refuse or fail to pay a lawfully required deposit. However, the Company shall extend service to any new applicant for service who has initiated a complaint on a deposit requested by the Company and shall continue to supply service during the pendency of such complaint, provided that such applicant or customer keep current on bills for service rendered and pay a reasonable amount as a deposit if the complaint challenges only the amount requested.
- .2 Deposits - Non-Residential Customers:
 - .2.1 The Company may only require the payment of a security deposit from:
 - .2.1.1 A new customer; or
 - .2.1.2 An existing customer who becomes delinquent; whose financial condition is such that the Company has determined from reliable evidence that the customer may default in the future; who has filed for reorganization or bankruptcy; or who has been rendered a backbill within the last twelve months for previously unbilled charges for services that came through tampered equipment.
 - .2.1.3 For the purpose of this rule, a delinquent customer is one who has made a late payment on two or more occasions within the previous twelve month period.
 - .2.2 The Company shall offer an existing customer, from whom a deposit is required due to delinquency or who is likely to default, the opportunity to pay the deposit in three installments, 50 percent down and two monthly payments of the balance.
 - .2.3 When the Company intends to require a deposit or increase a current deposit, it shall provide a written notice to the customer of such fact.
 - .2.4 The amount of the deposit shall not exceed the estimated cost of twice the customer's average monthly usage or two times the peak monthly usage for customers whose usage varies widely.
 - .2.5 Deposit Review: The Company shall, at the first anniversary of the receipt of the deposit and at least every 2 years thereafter, review the billing history of every customer who has a deposit with the Company to assure that the amount conforms to Rule 3C.2.4. The Company may also review a deposit at any time.

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

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..TXT: PSC NO: 1 GAS

LEAF: 39

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0

INITIAL EFFECTIVE DATE: 03/18/99

SUPERSEDING REVISION:

STAMPS:

Effective date postponed to 07/01/99. See Supplement No. 2, 1, 1

RECEIVED: 02/16/99 STATUS: Effective EFFECTIVE: 07/01/99

GENERAL INFORMATION**II. Rules and Regulations (continued):****3C. Deposits and Advanced Payments (continued):**

- .2.5.1 If a deposit review shows that the deposit held falls short of the amount that the Company may lawfully require by 25 percent or more, the Company may require the payment of a corresponding additional deposit from the customer.
- .2.5.2 If a deposit review shows that the deposit held exceeds the amount that the Company may lawfully require by 25 percent or more, the Company shall refund the excess deposit to the customer in accordance with Rule 3C.2.8.
- .2.5.3 Upon request of a customer for a downward revision of the deposit, which request is substantiated both by the customer's billing history and by a permanent documented change in load and consumption, the Company shall refund any portion of the deposit in excess of the amount the Company may lawfully require in accordance with Rule 3C.2.8.
- .2.6 Deposit alternative: A surety bond or an irrevocable bank letter of credit may be substituted for the deposit.
- .2.7 Interest: Every cash deposit shall accrue interest at a rate prescribed at least annually by the Public Service Commission. Interest shall be paid to the customer upon the return of the deposit, or where the deposit has been held for a period of one year or more, the interest shall be credited to the customer no later than the first bill rendered after the next succeeding first day of October and at the expiration of each succeeding one year period. Interest shall be calculated on the deposit until the day it is applied as a credit to an account or the day on which a refund check is issued. If the deposit is credited in part and refunded in part, interest shall be calculated for each portion up to the day of credit and refund.
- .2.8 Deposit Return:
 - .2.8.1 The Company shall return a deposit or portion thereof plus the applicable interest as soon as reasonably possible, but no more than 30 days after: the day an account is closed; the issuance date of the first cycle bill rendered after a three year period during which all bills were timely paid, provided there is no other basis for the utility to request a deposit under Rule 3C.2.1.2; or a review pursuant to Rule 3C.2.5 which shows that a deposit reduction is warranted.
 - .2.8.2 A deposit or portion thereof plus the applicable interest that is subject to return pursuant to Rule 3C.2.8.1: shall be credited to the account it secured in the amount of any outstanding charges; may be credited to the account it secured in the amount of the next projected cycle bill, if applicable; and may be credited to any other account of the customer not secured by a deposit, in the amount of the arrears on the account.

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

..DID: 7452

..TXT: PSC NO: 1 GAS

LEAF: 40

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0

INITIAL EFFECTIVE DATE: 03/18/99

SUPERSEDING REVISION:

STAMPS:

Effective date postponed to 07/01/99. See Supplement No. 2, 1, 1

RECEIVED: 02/16/99 STATUS: Effective EFFECTIVE: 07/01/99

GENERAL INFORMATION**II. Rules and Regulations (continued):****3C. Deposits and Advanced Payments (continued):**

.2.8.3 If a balance remains after the Company has credited the customer's account(s) in accordance with Rule 3C.2.8.2, a refund check shall be issued to the customer.

.2.9 Term: Deposits will be held for three years except as provided for in Rule 3C.2.8.1. The deposit will be returned at the end of three years, however, if it was determined the account was delinquent at any time during the previous three years, the deposit will be updated and extended for an additional three years.

.2.10 The Company may withhold its service or discontinue its service should any applicant or customer refuse or fail to pay a lawfully required deposit. However, the Company shall extend service to any new applicant for service who has initiated a complaint on a deposit requested by the Company and shall continue to supply service during the pendency of such complaint, provided that such applicant or customer keep current on bills for service rendered and pay a reasonable amount as a deposit if the complaint challenges only the amount requested.

.3 Advanced Payment or Deposit by Seasonal or Short-Term Applicant

.3.1 A seasonal customer is a customer who applies for and receives utility service periodically each year, intermittently during the year, or at other irregular intervals. A short-term residential customer is a customer who requires service for a specified period of time that does not exceed one year. A short-term or temporary non-residential customer is a customer who requires service for a period of time up to two years.

.3.2 For the purposes of this rule, a seasonal applicant is an applicant who has no credit history or a non satisfactory credit history with the Company and will be occupying for a period of three months or less a dwelling that will not be applicant's principal residence.

.3.3 In determining whether an applicant will be a seasonal customer, the Company may consider the account history of the dwelling. Where two turn-offs occurred within a three-month period, the account will be considered seasonal and an advance payment may be required from the applicants for these accounts. If two turn-offs occurred beyond the three-month period, but within a one-year period, the account will still be considered a short-term account and a deposit may be requested.

.3.4 If a residential applicant can establish prior satisfactory credit history with a utility rendering electric or gas service at the customer's most recent address, the Company shall not require an advanced payment or deposit.

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

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..TXT: PSC NO: 1 GAS

LEAF: 41

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0

INITIAL EFFECTIVE DATE: 03/18/99

SUPERSEDING REVISION:

STAMPS:

Effective date postponed to 07/01/99. See Supplement No. 2, 1, 1

RECEIVED: 02/16/99 STATUS: Effective EFFECTIVE: 07/01/99

GENERAL INFORMATION**II. Rules and Regulations (continued):****3C. Deposits and Advanced Payments (continued):**

.3.5 The amount of the payment or deposit will be based on a two month average bill determined in the same manner as for a deposit as explained in Rule 3C.1 for residential customers, and Rule 3C.2 for non-residential customers. The payments for occupancies for periods less than two months will be determined by prorating the two month's payment based on the number of weeks of expected occupancy.

.3.6 The resulting payment will be credited to the customer's account and used for payment of bills for gas consumed.

.3.7 No interest will be accrued on the advanced payment.

.3.8 The Company may withhold its service should any applicant fail to pay a required advanced payment or deposit.

D. Estimated Bills: Where the metering malfunctions and/or where circumstances indicate that service is being supplied through tampered equipment including the meter or service line or service is otherwise improperly obtained, or the Company's representative is unable to gain admittance to the premises of the customer, or the customer has not been billed for all service consumed, the Company reserves the right to estimate and render bills for all gas consumed but not registered (unmetered service) or billed because of any one of the foregoing circumstances, or any other circumstances, upon the basis of previous consumptions, or upon facts and information obtained by the Company, or upon the best information obtainable. Rule 3D.1 shall apply to Residential customers. Rule 3D.2 shall apply to Non-Residential customers.

.1 Residential Customers:

.1.1 Where readings are estimated, in the case of non access, a notice of such fact will be left at the customer's premises by the Company's representative on the scheduled meter readings date unless the customer does not have access to the meter or the customer will be unable to obtain a reliable reading. On request, the Company will furnish postal and window dial cards for residential customers to report their meter readings.

.1.2 The maximum number of estimated readings shall not exceed four monthly readings or two bimonthly readings. When this number is reached the customer shall be contacted in order to arrange for actual readings during business hours or if necessary, a special reading or by an agreed upon method such as postal or window dial cards; or customer supplying the reading by phone.

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 42
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 10/01/17 SUPERSEDING REVISION: 2
STAMPS:

GENERAL INFORMATION

II. Rules and Regulations (continued):

3D. Estimated Bills (continued):

.1.3 If no meter reading is obtained by the time the bill representing a maximum of six months of consecutive estimates is rendered, the Company shall send a letter to the Access Controller offering a special appointment, including evenings and Saturdays, for a meter reading. If the customer resides in a multiple dwelling (dwelling to contain three or more individual dwelling units as more fully defined in the Multiple Dwelling Law) or in a two-family dwelling and the meter is not in the apartment, such letter shall be sent to the Access Controller and/or the customer's landlord, the landlord's managing agent or building superintendent.

.1.4 If at the end of eight months or four billing periods of consecutively estimated bills no response is received to the request for a special appointment, a second letter shall be sent offering a special appointment and advising the Access Controller that if he or she fails to make an appointment, a special charge of twenty-five dollars may be added to the next bill for refusal to provide access to the meter. The Access Controller who fails to permit access to an area containing one or more meters may be charged twenty-five dollars on his or her next bill and every bill thereafter until access is granted.

.1.5 If no response is received to the second appointment letter within two months of its mailing, the Company may inform the Access Controller by registered letter that:

.1.5.1 per the Transportation Corporations Law and as stated in Rules 2C.4 and 2C.5, the Company shall have the right of access to all of its property installed in the customer's premises at all reasonable times;

.1.5.2 per Rule 4A the Company may, following prescribed procedures, enter a premise and remove the meter and all other equipment installed in the customer's premises by the Company for violation of any of the terms and conditions of any of the Company's Rules and Regulations.

.1.5.3 and if still denied access to the meter after thirty days from the receipt of the registered letter, in accordance with the Public Service Commission's directive, the letter shall state that the Company may apply for a court order to gain access to the meter which would permit the Company to replace or relocate the meter outdoors to preclude future estimated billing, or if the Company determines that the above is not physically feasible, to install a remote reading device; and

.1.5.4 the court costs, the cost of relocating the meter, or the equipment and the installation costs of the remote reading device, shall be paid for by the Access Controller, or landlord where he/she or his/her employee or agent has denied access in accordance with the filed tariff. This provision is subject to Rules II.1 and 2C.3.

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

PSC NO: 1 GAS LEAF: 43
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/17 SUPERSEDING REVISION: 0
STAMPS:

GENERAL INFORMATION

II. Rules and Regulations (continued):

3D. Estimated Bills (continued):

.1.6 The Company is permitted to invoke the provisions prescribed herein starting with Rule 3D.1.3. whenever a customer with a remote meter reading device or a customer submitting postal or window dial cards or a customer supplying the reading by phone, refuses access to the meter at least once in each 12 month period.

.1.7 For seasonal and/or short-term customers, an actual meter reading shall be taken upon termination of service.

.1.8 Where the Company has submitted an estimated bill or bills to a residential customer that understate the actual amount of money owed by such customer for the period when estimated bills were rendered by more than 50 percent or one hundred dollars, whichever is greater, the Company shall notify the customer in writing that he or she has the right to pay the difference between the estimated charges and the actual charges in regular monthly installments over a reasonable period that shall not be less than three months.

.2 Non-Residential Customers:

.2.1 Where readings are estimated, in the case of non-access, a meter reading card will be left at the customer's premises by the Company's representative on the scheduled meter reading date unless the customer does not have access to the meter or the customer will be unable to obtain a reliable reading.

.2.2 When the Company has failed to gain access to the meter(s), or circumstances beyond the control of the Company made obtaining an actual reading of the meter(s) extremely difficult despite having access to the meter area the Company will begin providing no-access notices as described in Rule 3D.2.4 commencing with:

.2.2.1 The fourth consecutive bill estimated for the above mentioned reasons;

.2.2.2 The tenth consecutive bill estimated for the above mentioned reasons or based on a remote registration device or a customer reading.

.2.3 The no-access notices and charges described in this section will be directed to the Access Controller. In the case where the Access Controller is not the customer of the subject account, a copy of the no-access notices shall also be sent to the customer at the same time.

.2.4 The series of no-access notices shall be as follows:

.2.4.1 The first notice shall advise the Access Controller that unless access to the customer's meter is provided on the next meter reading date or a special appointment to read the meter is made and kept by the Access Controller prior to that date, a no-access charge of fifty dollars (see Rule 3D.2.5) will be added to the Access Controller's next bill and to every bill thereafter until access to the customer's meter is provided, but that no charge will be imposed if an appointment is arranged and kept.

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

PSC NO: 1 GAS LEAF: 44
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 7
INITIAL EFFECTIVE DATE: 10/01/17 SUPERSEDING REVISION: 6
STAMPS:

GENERAL INFORMATION

II. Rules and Regulations (continued):

3D. Estimated Bills (continued):

.2.4.2 The second notice shall advise the Access Controller of the fifty dollar no-access charge that has been added to the Access Controller's bill and that unless access to the customer's meter is provided on the next meter reading date or a special appointment to read the meter is made and kept by the Access Controller prior to that date, another fifty dollar charge will be added to the Access Controller's next bill. The notice shall further explain that is the Access Controller's service can be physically terminated without obtaining access, steps to terminate service will follow, and that in the event that the Access Controller's service cannot be physically terminated, steps to obtain a court order to gain access to the customer's meter will follow.

.2.4.3 The third and each successive notice shall advise the Access Controller of the latest fifty dollar no-access charge that has been added to the Access Controller's bill and, shall be accompanied by a final notice of termination for non-access. In any case where the Access Controller's service cannot be physically terminated without obtaining access, the notice shall advise the Access Controller that the utility is seeking to obtain a court order to gain access to the customer's meter.

.2.5 No more than one hundred dollars per building or premises will be added to any single bill of the Access Controller even though multi-meters are located there.

.2.6 The Company may, at its discretion, suspend temporarily up to ninety calendar days the issuance of no-access notices and/or penalties if the Access Controller contacts the Company and provides a legitimate reason for postponing.

.2.7 All related legal costs associated with gaining access to the customer's meter shall be paid for by the Access Controller.

.2.8 For seasonal and/or short-term customers, an actual meter reading shall be taken upon termination of service.

E. Payment of Bills and Charge for Late Payment

.1 Due Date: All bills are due on presentation and are payable by mail or at any customer relations office of the Company where application for service is made or to any duly authorized collector of the Company. Failure to pay a bill within 20 days after receipt of the bill may constitute late payment.

.2 Charge for Late Payment: A late payment charge at the rate of one and one-half percent (1 1/2%) per monthly billing period may be applied to the accounts of all customers except state agencies. The charge will be applied to all amounts billed, including arrears, levelized billing, the balance due under a non-residential deferred payment agreement (as applicable under Rule 4B), and unpaid late payment charge amounts applied to previous bills, which are not received by the Company on or before a date specified on the bill. The date so specified shall not begin until 3 calendar days after the mailing date and shall be not less than 20 days after the date payment was due.

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

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

PSC NO: 1 GAS LEAF: 45
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION

II. Rules and Regulations (continued):

3E--Billing and Payment of Bills (continued):

The charge will not be for amounts backbilled unless the backbill is for service to non-residential received through tampered equipment. The charge will apply to amounts found to be due for each monthly billing period, including all amounts due for preceding monthly billing periods and any late payment charges thereon. Notwithstanding any other provision in this paragraph, the charge will not apply unless it is determined that either the condition began on or after the date the customer initiated service, or the customer actually knew, or reasonably should have known the original billing was incorrect.

Notwithstanding the foregoing, the Company reserves the right to discontinue service in accordance with provisions elsewhere in this tariff 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 payments hereunder. Service to state agencies will be rendered in accordance with the provision of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984 effective July 1, 1984).

.4 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 \$0.41 per service period.

F. Interest on Customer Overpayments

.1 Terms: The Company shall provide interest on customer over-payments in accordance with 16 NYCRR 277.

.2 Definition of Overpayment: A customer over-payment is defined as payment by the customer to the Company in excess of the correct charge for gas service supplied to the customer which was caused by erroneous billing by the Company.

.3 Rate of Interest: The rate of interest on customer over-payments 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 over-payment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly until the date when the over payment was refunded.

.4 Exceptions: The Company shall be required to pay interest on any customer refunds that occurred on or after March 20, 1984, except where customer over-payments are refunded within 30 days after such over-payment is received by the Company.

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

..DID: 7430

..TXT: PSC NO: 1 GAS

LEAF: 46

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0

INITIAL EFFECTIVE DATE: 03/18/99

SUPERSEDING REVISION:

STAMPS:

Effective date postponed to 07/01/99. See Supplement No. 2, 1, 1

RECEIVED: 02/16/99 STATUS: Effective EFFECTIVE: 07/01/99

GENERAL INFORMATION**II. Rules and Regulations (continued):**

3. Billing and Payment of Bills (continued)

G. Heating Value Adjustment

- .1 Billing Zones: The Company's service territory is divided into three billing zones as shown on the map below. The zone demarcations are approximate and may change periodically depending on volumes imported vis-a-vis domestic supplies. Zone 1 comprises the western part of the Company's service area, Zone 3 is in the Company's eastern service area while Zone 2 is between Zone 1 and 3. Zone 2 is a transitional zone which will receive domestic gas in the winter (November 1 through March 31) and Canadian gas in the summer (April 1 through October 31). The Company meter districts included in each zone will be shown on the Statement of Therm Billing Zones - Meter Districts and filed with the Public Service Commission. Every such statement will be filed apart from this rate schedule at least three business days prior to any changes.
- .2 Therm Factor: For billing purposes, a customer's volumetric meter reading usage in 100 Cu. Ft. will be multiplied by the applicable therm factor to determine the customer's usage in therms. The Zone Therm Factor is the Gas Heating value measured in Dekatherms divided by the volume of gas delivered measured in MCF, at the source of the gas supply destined for that zone. For Customers in Zone 2 whose billing period straddles a summer and winter season, the therm factor will be prorated on the number of days in each season.
- .3 Zone Map: (effective 10/12/98)

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 47
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

GENERAL INFORMATION

II. Rules and Regulations (continued):

3--Billing and Payments of Bills (continued):

H. Dishonored Payment

- .1 Effect on Account: Should the Company receive a negotiable instrument from an applicant or customer in payment for any bill, charge or deposit it due, and such negotiable instrument is subsequently dishonored or is uncollectible for any reason, the Company may charge back to the customer any credits given by virtue for the receipt of such negotiable instrument and treat the account as if no such payment was ever received by the Company.
- .2 Penalty: In addition, the Company shall charge the applicant or customer a \$5.00 handling charge plus any additional amounts the Company was required to pay its bank for the bank's handling charge on such instrument. However, the total amount to be charged the customer for each dishonored check shall not exceed \$10.00 as required by General Obligations Law Section 5-328.

I. Budget Billing Plan

.1 Residential Customers:

- .1.1 A customer to whom service is furnished under Service Classification No. 1 Residential Service or who are condominium associations or cooperative housing corporations, may have the option of paying for the service in equal monthly amounts (Budget Billing). The plan will start on the customer's next bill. The customer can request to have the plan start with the current bill at the time of inquiry.
- .1.2 Effective with the successful conversion of the Company's customer billing system on or after December 6, 2013, the monthly Budget Billing payment will be calculated based on the preceding year's charges divided by twelve. If the customer does not have a year's worth of charges, the monthly Budget Billing payment will be estimated and will be reviewed quarterly and adjusted as actual charges are billed.

.2 Non-Residential Customers:

- .2.1 A customer to whom service is furnished under a Non-Residential service (excluding: condominium associations, cooperative housing corporations; customers of record for less than twelve months; seasonal, short-term or temporary customers; customers who have arrears; Non-Firm Demand Response or dual fuel customers; and customers whose patterns of consumption is not sufficiently predictable to be estimated on an annual basis with any reasonable degree of certainty) may have the option of paying for the service in equal monthly amounts (Budget Billing). The plan will start on the customer's next bill. The customer can request to have the plan start with the current bill at the time of inquiry.

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

PSC NO: 1 GAS LEAF: 48
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 12/06/13 SUPERSEDING REVISION: 0
STAMPS:

GENERAL INFORMATION

II. Rules and Regulations (continued):

3--Billing and Payments of Bills (continued):

- .2.2 Effective with the successful conversion of the Company's customer billing system on or after December 6, 2013, the monthly Budget Billing payment will be based on the preceding year's charges divided by twelve. If the customer does not have a year's worth of charges, the monthly Budget Billing payment will be estimated and will be reviewed quarterly and adjusted as actual charges are billed.
- .2.3 Budget Billing Adjustments (effective with the successful conversion of the Company's customer billing system on or after December 6, 2013:
 - .2.3.1 The Company will compare the actual cost of service rendered, as determined by actual meter readings, to the budget bill amount, and for adjusting upwards or downwards the budget billing payment amount to minimize the adjustment required on the final settlement bill. The budget billing payment amount can be further adjusted to reflect known or anticipated changes. This comparison shall normally be done quarterly; however, the Company may conduct budget bill plan reviews at its sole discretion.
 - .2.3.2 The Company will provide during the month of the scheduled settlement, the difference between the cost of service actually used and the amount paid during the plan period (deferred balance). The deferred balance will be rolled over into the next plan year or will be settled at the customer's option.
- .3 Removal from Budget Billing Plan:
 - .3.1 Full payment must be received on or before the date shown on the bill to avoid a late payment charge of one and one-half percent (1½%) pursuant to Rule 3.E.2. If a customer fails to pay the monthly budget bill amount two consecutive times or upon discontinuance of service, the Budget Billing Plan will be canceled and any deficiency shall be due and payable at once, including any late payment charges assessed. Any overpayment shall be credited to the customer's account. The customer can cancel the plan at any time effective with the next regularly scheduled billing.
 - .3.2 A customer may request that the Company remove the customer from the Budget Billing Plan and reinstate billing at any time, in which case the Company may immediately render a final budget settlement bill, and shall do so no later than by the time of the next cycle bill that is rendered more than ten (10) business days after the request.

Issued by: William J. Akley, President, Hickville, NY

PSC NO: 1 GAS LEAF: 49
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 12/06/13 SUPERSEDING REVISION: 1
STAMPS:

GENERAL INFORMATION

II. Rules and Regulations (continued):

3--Billing and Payments of Bills (continued):

J. Billing of Changes in Rates

.1 Effective Date: The rates, charges and classifications of service set forth in this Rate Schedule or in amendments thereof by revised leaves hereafter duly filed and in effect shall, unless otherwise expressly stated therein, apply to service supplied to the Customer commencing with the first meter reading date on or after the effective date set forth in such Rate Schedule or revised leaves thereof.

.2 Prorating of Rates: Whenever a rate change becomes effective (including the Gas and Pipeline Costs and Adjustments Clause) 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.

Issued by: William J. Akley, President, Hicksville, NY

PSC NO: 1 GAS LEAF: 50
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 01/01/17 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with Order in C.16-G-0058 dated December 16, 2016

GENERAL INFORMATION

II. Rules and Regulations (continued)

3--Billing and Payment of Bills (continued)

K. Collection Charges:

- .1 Non-Residential: In cases where notice of non-payment of bills for non-residential gas service furnished has been served upon a customer and the continuation of such non-payment makes it necessary for the Company to send an agent to remove the meter or otherwise disconnect service, and the customer, rather than permit the meter to be removed or have the service disconnected, tenders the amount of the unpaid bills to the Company's agent or enters into a deferred payment agreement, the customer shall be assessed, in addition to the amount owing, the sum of \$31.07 to cover the expense incurred by the Company in the collection of such delinquent account.

L. Termination of Service.

- .1 Responsibility of the Customer: The consumer shall be responsible to the Company for the payment for all gas used on his premises at the established rate for the period required to terminate service as specified in the service classification after written notice from the consumer to discontinue service has been received by the Company.
- .2 Minimum Charge: Any customer may terminate service at any time upon payment of minimum charges for the remainder of the term period specified in the applicable service classification. If, prior to the end of such term, the premises are occupied by another customer, the first customer shall receive refunds equal to minimum charges paid by such subsequent customer but in no case shall such refund exceed the amount paid by the first customer pursuant to this rule.

M. Backbilling:

- .1 Deferred Payment Agreement: The Company's written policy for backbilling offers customers a deferred payment agreement (see Rule 4E).
- .2 Backbilling Policy: The Company has a written policy on backbilling in the event of faulty operation or inoperation of a metering device. This policy is available for inspection at the offices of the Company or the Public Service Commission.

4--Company-Initiated Discontinuance of Service and Complaint Procedure

- A. Reasons for Discontinuance of Service: The Company may, in accordance with the provisions of law and the orders of the Public Service Commission relating thereto, discontinue service, enter the premises and remove the meter and all other equipment or appurtenances installed in the customer's or access controller's premises by the Company if:

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

PSC NO: 1 GAS LEAF: 50.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 6
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 4
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION

II. Rules and Regulations (continued)

3--Billing and Payment of Bills (continued)

N. Service Guarantee

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 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 \$47.14 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 appeared or 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.

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

PSC NO: 1 GAS LEAF: 51
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 09/03/03 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.99-M-0631 and C.03-M-0117 dated 6/20/03

GENERAL INFORMATION

II. Rules and Regulations (continued)

4--Company-Initiated Discontinuance of Service and Complaint Procedure (continued):

- .1 Agreement Violations: The customer violates any of the terms and conditions of any agreement for gas service or any of the Company's Rules and Regulations and unless otherwise specified, after a five day written notice from the Company to the customer.
- .2 Equipment Violations: The customer's equipment, piping and facilities are in violation of the Rules and Regulations of the Company, or the requirements of any governmental authority having jurisdiction thereof, or are considered by the Company to be hazardous to life or property and upon written or oral notice from the Company to the customer as the Company shall find reasonable but not exceeding five days.
- .3 Failure to Pay: The customer fails or neglects to pay the bill for gas service or fails to post a required deposit, but not until:
 - .3.1.1 Residential
 - .3.1.1.1 At least 15 days after written oral notice has been served personally upon the customer or mailed to the customer. This notice may not be issued until at least 20 days have elapsed from the date payment was due.
 - .3.2 Non-Residential
 - .3.2.1 At least five days after a written notice has been served personally upon the customer or mailed to the customer. This notice may not be issued until at least 20 days have elapsed from the date payment was due.
 - .3.2.2 At least eight days after mailing written notice in a post-paid envelope to the customer supplied, addressed to such customer at premises where service is rendered; or
 - .3.2.3 At least five (5) days after the customer supplied has either signed for or refused a registered letter containing written notice addressed to such customer at premises where service is rendered; or
 - .3.2.4 If the customer supplied has specified to the Company in writing an alternate address for billing purposes, the notice authorized under Rules 4A.3.2.2 and 3.2.3 shall be sent to such alternate address rather than to the premises where service is rendered.
- .4 Equipment Interference: The Company reserves the right to discontinue service when and if a customer's equipment is or becomes defective and/or its operation interferes with the service supplied by the Company or other customers.
- .5 Disputed Bills: The Company may discontinue service to a customer who has disputed a bill or deposit when the Company has complied with said Commission rules as stated in Rule 4H.

PSC NO: 1 GAS LEAF: 52
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 09/03/03 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.99-M-0631 and C.03-M-0117 dated 6/20/03

GENERAL INFORMATION

II. Rules and Regulations (continued):

4--Company-Initiated Discontinuance of Service and Complaint Procedure (continued):

B. Notice of Discontinuance of Service:

- .1 Contents: Every notice indicating discontinuance of service shall:
 - .1.1 Clearly indicate in nontechnical language and, where practicable, in a bilingual format;
 - .1.1.1 The reason for service discontinuance;
 - .1.1.2 The total amount required to be paid by the customer to avoid discontinuance of service, indicating the amount for which the customer's account is either in arrears or the required deposit, if any, which must be posted by the customer, or both;
 - .1.1.3 A method whereby the customer may tender payment of the full sum due and owing, including any required deposit, to avoid the discontinuance of his service;
 - .1.1.4 The availability of Company procedures for handling customer complaints prior to discontinuance, including the address and phone number of the office of the Company the customer may contact in reference to his account; and
 - .1.1.5 The earliest date of which discontinuance may be attempted; and
 - .1.2 Have printed on the face thereof in size type capable of attracting immediate attention language conveying the following:
 - .1.2.1 THIS IS A FINAL TERMINATION NOTICE. PLEASE BRING THIS NOTICE TO THE ATTENTION OF THE COMPANY WHEN PAYING THIS BILL.
 - .1.3 Every notice indicating discontinuance of service to residential customers shall include a statement that gas service to any person receiving financial assistance from a local social service department in certain cases may not be terminated and that the recipient may inform the Company of his status so that the Company may ascertain the applicability of such provisions to him.
 - .1.4 Advise residential customers that they should contact the Company's business office immediately if any acute hardship, such as death in the family, recent unemployment, serious illness or infirmity, or other grave condition exists in order that the Company may determine whether any temporary arrangement should be employed to avoid immediate termination.
 - .1.5 Advise customers of the availability of a Deferred Payment Agreement to avoid termination subject to the provisions in 16 NYCRR 13.5 for non-residential customers and 16 NYCRR 11.10 for residential customers.
 - .1.6 Advise non-residential customers that payment of the charges with a check that is subsequently dishonored may result in the immediate termination of service without further notice.
 - .1.7 Advise non-residential customers that at the time the Company representative goes to the premises to terminate service the Company may require any payment to be made with cash, certified check, or money order if the customer has within the last 24 months paid with a check that was subsequently dishonored.

Issued by Alfred C. Bereche, Asst. General Counsel and Secretary, Hicksville, NY

PSC NO: 1 GAS LEAF: 53
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 09/03/03 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.99-M-0631 and C.03-M-0117 dated 6/20/03

GENERAL INFORMATION

II. Rules and Regulations (continued)

4--Company-Initiated Discontinuance of Service and Complaint Procedure (continued):

C. Company Actions Before and Conditions for Discontinuance of Service:

- .1 Actions: The Company will not disconnect service for nonpayment of bills rendered or for failure to post a required deposit until it has:
 - .1.1 Allowed sufficient time for the posting of payments made at any office of the Company or any authorized collection agent, through the end of the notice period required above; and
 - .1.2 Verified on the day disconnection occurs that payment has not been posted to the customer's account as of the opening of business on that day.
- .2 Conditions:
 - .2.1 The Company shall not discontinue service to any customer for nonpayment of bills or for failure to post a required deposit on a Saturday, Sunday, public holiday, a day on which the Public Service Commission is closed. For purposes of Rule 4A, the term "public holiday" refers to the holidays enumerated in the General Construction Law.
 - .2.2 The Company shall not discontinue service to any residential customer for nonpayment of bills or for failure to post a required deposit:
 - .2.2.1 On a Friday, or on the day preceding a day on which the main business offices of the Company are not scheduled to be open for business, or the day immediately preceding a public holiday; or
 - .2.2.2 During a two-week period encompassing Christmas and New Year's Day.
 - .2.2.3 Residential disconnection shall be made only between the hours of 8:00 a.m. and 4:00 p.m.

D. Company Obligations:

- .1 Third Party Receiver: The Company shall permit a residential consumer to designate a third party to receive a copy of every notice of discontinuance of service sent to such residential consumer, provided that such third party indicates in writing his or her willingness to receive such notices; and
 - .1.1 Notify residential consumers annually of the availability of the third party notice procedure.
- .2 Additional Notification: Receipt of a subsequently dishonored negotiable instrument in response to a notice of discontinuance shall not constitute payment of the customer's account, and the Company shall not be required to issue additional notice prior to discontinuance.

Issued by Alfred C. Bereche, Asst. General Counsel and Secretary, Hicksville, NY

PSC NO: 1 GAS LEAF: 54
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 09/03/03 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.99-M-0631 and C.03-M-0117 dated 6/20/03

GENERAL INFORMATION

II. Rules and Regulations (continued)

4--Company-Initiated Discontinuance of Service and Complaint Procedure (continued):

D. Company Obligations (continued):

- .3 Multi-Dwelling Notification: The Company shall not discontinue service to an entire multiple dwelling (dwelling designed to contain three or more individual dwelling units, as more fully defined in the Multiple Dwelling Law) without giving the notices specified in Section 116 of the Public Service Law, provided that where any of the notices required thereunder are mailed in a postage-paid envelope there shall be no discontinuance of service until at least eighteen (18) days after the mailing of such notices; and
 - .3.1 Rules 4C.1, .2, and 4D.2 shall be applicable.
- .4 Two-Family Dwelling Notification: The Company shall not discontinue service to a two-family dwelling that is known by the Company to contain residential units where service is provided by a single meter, unless the notices specified in the Public Service Law have been given.
- .5 Heating Customers Notification: For heat-related service during the cold weather period beginning November 1 of each year and ending April 15 of the following year, the written notices required in Rules 4D.3 and 4D.4 shall be provided not less than 30 days before the intended termination.
- .6 Emergency Conditions: The Company may disconnect service when an emergency may threaten the health or safety of a person, a surrounding area or the utility's distribution system. The Company shall act promptly to assure restoration of service as soon as feasible. Service will be restored before it may be terminated for any other reason.
 - .6.1 Termination of Residential Service - Special Procedures: Special emergency procedures, required by 16 NYCRR 11 provide special protection for specified residential customers regarding the termination and restoration of service in cases involving medical emergencies, the elderly, blind or disabled, and terminations during cold weather.

Copies of the Company's special procedures are on file with the Commission and are available to the public upon request at Company offices where application for service may be made.

PSC NO: 1 GAS LEAF: 55
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 09/03/03 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.99-M-0631 and C.03-M-0117 dated 6/20/03

GENERAL INFORMATION

II. Rules and Regulations (continued):

4--Company-Initiated Discontinuance of Service and Complaint Procedure (continued):

E. Deferred Payment Agreement

.1 Residential Customers:

.1.1 Company's Obligations:

- .1.1.1 The Company will make reasonable efforts to contact eligible customers or applicants by phone, mail or in person for the purpose of offering a deferred payment agreement and negotiating terms tailored to the customer's financial circumstances, prior to making a written offer of a deferred payment agreement specified under Rule 4E.1.1.4. The Company will negotiate in good faith with any customer or applicant with whom it has contact so as to achieve an agreement that is fair and equitable considering the customer's financial circumstances. The Company may require that a customer or applicant complete a form showing assets, income and expenses, and provide reasonable substantiation of the information on that form, provided that all such information shall be treated as confidential. A deferred payment agreement will provide for installments as low as \$10 per month and no down payment when the customer or applicant demonstrates financial need for such terms, but need not provide for monthly installments of less than \$10. A deferred payment agreement may provide for any size or no down payment, and installments on any schedule over any period of time if mutually agreed to by the parties.
- .1.1.2 At the time the Company notifies a customer of his or her right to an installment payment plan under Rule 3D.1.8 or when rendered a backbill in accordance with 16 NYCRR Part 11.14(a) or (c), the Company will also make reasonable efforts to negotiate terms tailored to the customer's financial circumstances, in accordance with Rule 4E.1.1.1.
- .1.1.3 The Company may postpone a scheduled termination of service up to 10 calendar days after the date stated in the final notice of termination for the purpose of negotiating deferred payment agreement terms. The Company will advise the customer of such postponement.
- .1.1.4 The Company will make a written offer of a payment agreement by providing two copies of the deferred payment agreement form setting forth the specific terms for payment and accepted by the Company to an eligible customer or applicant at the following times:
 - a) not less than seven calendar days (10 days, if mailed) before the earliest date on which termination may occur, which is either the date stated in the final notice of termination or a date, to which the Company has postponed the physical termination of service while negotiating a deferred payment agreement pursuant to Rule 4E.1.1.3;
 - b) when payment of outstanding charges is a requirement for acceptance for service, in accordance with 16 NYCRR Part II.3; and

Issued by Alfred C. Bereche, Asst. General Counsel and Secretary, Hicksville, NY

PSC NO: 1 GAS LEAF: 56
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 09/03/03 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.99-M-0631 and C.03-M-0117 dated 6/20/03

GENERAL INFORMATION

II. Rules and Regulations (continued):

4--Company-Initiated Discontinuance of Service and Complaint Procedure (continued):

E. Deferred Payment Agreement (continued):

- c) as required after a broken deferred payment agreement in accordance with Rule 4E.1.4.3.
- .1.1.5 The Company will renegotiate a deferred payment agreement if the customer or applicant demonstrates that his or her financial circumstances have changed significantly because of conditions beyond his or her control.
- .1.1.6 The Public Service Commission or its authorized designee may direct the Company to enter into a deferred payment agreement as a fair and equitable resolution of an individual complaint.
- .1.1.7 The Company and the 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.
- .1.2 Eligibility:
 - .1.2.1 A customer or applicant is eligible for a deferred payment agreement and will be offered one in accordance with Rule 4E.1.1, unless: the customer has broken an existing deferred payment agreement, except as provided in Rule 4E.1.4.3; or the Public Service Commission or its designee determines that the customer or applicant has the resources available to pay the bill.
 - .1.2.2 If the Company believes that a customer or applicant is not eligible for a deferred payment agreement because he or she has the resources to pay the bill, the Company may seek a determination from the Public Service Commission or its designee, provided; the Company notify the customer or applicant and the Commission or its designee in writing of the reason for its belief; and the Company gives the customer or applicant written notice summarizing the procedures of Rule 4E.1.2 in clear and understandable language. The Commission or its designee will forthwith make a determination as to whether the customer or applicant has the resources available to pay the bill; and until such a determination is made by the Commission or its designee, the Company will postpone any termination activity, restore service or provide service, as applicable, as long as the customer or applicant pays current bills, and a downpayment and monthly installments consistent with Rule 4E.1.3, or such amounts established by the Commission or its designee.
- .1.3 Terms:
 - .1.3.1 A deferred payment agreement shall obligate the customer to make timely payments on all current charges.
 - .1.3.2 A deferred payment agreement shall either contain:
 - a) the specific terms for payment of the amount covered by the agreement mutually agreed upon by the Company and the customer or applicant after negotiation pursuant to Rule 4E.1.1.1; or

Issued by Alfred C. Bereche, Asst. General Counsel and Secretary, Hicksville, NY

PSC NO: 1 GAS LEAF: 57
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 02/19/04 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with order in Cs.98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION

II. Rules and Regulations (continued):

4--Company-Initiated Discontinuance of Service and Complaint Procedure (continued):

E. Deferred Payment Agreement (continued):

- b) a downpayment up to 15 percent of the amount covered by the deferred payment agreement or the cost of one-half of one month's average usage, whichever is greater; and monthly installments up to the cost of one-half of one month's average usage or one-tenth of the balance, whichever is greater. The cost of one month's average usage shall be calculated based upon the prior 12 months usage cost.

.1.4 Broken Agreements:

- .1.4.1 If a customer fails to make timely payment in accordance with a deferred payment agreement, the Company will send a reminder notice at least eight calendar days prior to the day when a final notice of termination will be sent, stating in conspicuous bold type that:

- a) the customer must meet the terms of the existing deferred payment agreement by making the necessary payment within 20 calendar days of the date payment was due or a final termination notice may be issued;
- b) if the customer can demonstrate that he or she is unable to make payment under the terms of the payment agreement because his or her financial circumstances have changed significantly because of conditions beyond his or her control, the customer should immediately contact the utility at a specified telephone number because a new deferred payment agreement may be available.

- .1.4.2 If by the 20th calendar day after payment was due, the Company has neither received payment nor negotiated a new deferred payment agreement, the Company may demand full payment of the total outstanding charges and send a final termination notice in accordance with 16 NYCRR Part 11.4 and 11.10 and contained herein in Rule 4B.1. If Billing Agency arrangement exists refer to Uniform Business Practices for Retail Access Section 9.

- .1.4.3 Any final termination notice sent because the customer has broken an agreement negotiated pursuant to Rule 4E.1.1.1 and which required payment over a shorter period than the standard agreement (Rule 4E.1.3.2(b)) for that customer would allow, will also be accompanied by a written offer of a new deferred payment agreement to pay the outstanding balance in monthly installments calculated in accordance with Rule 4E.1.3.2(b).

.1.5 Entering into the Agreement:

- .1.5.1 The copy of the written agreement must be signed by the customer and returned to the Company in order to be valid and enforceable. In the case of the customers who are subject to a final notice of termination, the signed agreement must be returned to the Company by the day before the earliest day on which termination may occur in order to avoid termination. If the agreement is not signed and returned, the Company reserves the right to terminate service.

PSC NO: 1 GAS LEAF: 58
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 09/03/03 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.99-M-0631 and C.03-M-0117 dated 6/20/03

GENERAL INFORMATION

II. Rules and Regulations (continued):

4--Company-Initiated Discontinuance of Service and Complaint Procedure (continued):

E. Deferred Payment Agreement (continued):

.2 Non-Residential Customers:

- .2.1 The Company will not disconnect or refuse to restore or provide service to an eligible non-residential customer because of arrears owed on such customer's account unless it offers the eligible customer a deferred payment agreement. The Company will provide an offer of a deferred payment agreement to all eligible non-residential customers not less than five calendar days (eight calendar days if mailed) before the date of a scheduled termination of service for non-payment of arrears, as indicated on a final termination notice, provided the termination notice was based upon arrears exceeding two months average billing; and when the Company renders a backbill which exceeds twice the average monthly bill or \$100.00, whichever is greater, except where the customer knew, or reasonably should have known, that the original billing was incorrect.
- .2.2 All non-residential customers are eligible for a deferred payment agreement except:
 - .2.2.1 A customer who owes any amount under a prior deferred payment agreement;
 - .2.2.2 A customer who failed to make timely payments under a prior deferred payment agreement in effect during the previous twelve months;
 - .2.2.3 A customer that is a publicly held company, or a subsidiary thereof;
 - .2.2.4 A seasonal, short-term or temporary customer;
 - .2.2.5 A customer who during the previous 12 months had a combined total consumption for all its accounts with the Company in excess of 4,000 therms;
 - .2.2.6 A customer who the Company can demonstrate has the resources available to pay his or her bill, provided that the Company notifies the customer of its reasons and of the customer's right to contest this determination with the Public Service Commission or its designee.
- .2.3 Every offer of a deferred payment agreement shall inform the customer of the availability of a deferred payment agreement for eligible customers, set forth generally the minimum terms to which such customer is entitled, explain that more generous terms may be possible, and specify the telephone number and hours to call to discuss an agreement. Any offer of a deferred payment agreement to a customer scheduled for termination of service shall also state the date by which the customer must contact the Company in order to avoid termination, and explain that the Company has the right to a larger down payment if the deferred payment agreement is not entered into until after a field visit to physically terminate service has been made as described in Rule 4E.2.4.

Issued by Alfred C. Bereche, Asst. General Counsel and Secretary, Hicksville, NY

PSC NO: 1 GAS LEAF: 59
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 09/03/03 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with C.99-M-0631 and C.03-M-0117 dated 6/20/03

GENERAL INFORMATION

II. Rules and Regulations (continued):

4--Company-Initiated Discontinuance of Service and Complaint Procedure (continued):

E. Deferred Payment Agreement (continued):

- .2.4 Terms: A deferred payment agreement shall obligate the customer to make timely payments of all current charges.
- .2.4.1 A deferred payment agreement offered to a customer scheduled for termination of service for non-payment of arrears may require the customer:
 - a) to make a downpayment of up to 30 percent of the arrears on which an outstanding termination is based, or the cost of twice the 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 down payment of up to 50 percent of the arrears on which an outstanding termination notice is based or the cost of four times the 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 customer's average monthly usage or one-sixth of the balance, whichever is greater; and
 - d) to pay late payment charges of 1-1/2% per monthly billing period during the term of the agreement; and
 - e) to pay a security deposit in three installments, 50 percent down and two monthly payments of the balance pursuant to provisions of Rule 3C.
- .2.4.2 A deferred payment agreement offered to a customer rendered a back bill as described in Rule 4E.2.1 may require the customer to pay the outstanding charges in monthly installments of up to the cost of one-half of the customer's average monthly usage or one-twenty fourth of the outstanding charges, whichever is greater.
- .2.4.3 A deferred payment agreement may provide for a greater or lesser payment, a longer or shorter period of time, and payment on any schedule, if mutually agreed upon by the parties.
- .2.5 Broken agreements:
 - .2.5.1 The first time a customer fails to make timely payments in accordance with a deferred payment agreement, the Company shall give the customer a reasonable opportunity to keep the agreement in force by paying any amounts due under the agreement.
 - .2.5.2 Except as provided in Rule 4E.2.5.1, if a customer fails to comply with the terms of a deferred payment agreement, the Company may demand full payment of the total outstanding charges and send a final termination notice in accordance with Rule 4B.

Issued by Alfred C. Bereche, Asst. General Counsel and Secretary, Hicksville, NY

PSC NO: 1 GAS LEAF: 60
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 09/03/03 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.99-M-0631 and C.03-M-0117 dated 6/20/03

GENERAL INFORMATION

II. Rules and Regulations (continued):

4--Company-Initiated Discontinuance of Service and Complaint Procedure (continued):

E. Deferred Payment Agreement (continued):

- .2.6 The Public Service Commission or its authorized designee may order the Company to enter into a deferred payment agreement as a fair and equitable resolution of an individual complaint.

F. Unmetered Service Through Tampering or Tampered Equipment:

- .1 Termination of Service: The Company reserves the right to terminate service to the customer without providing advance notice in any and all cases where the Company finds service being supplied through tampered equipment, including the meter or service line, provided that the Company has:
 - .1.1 Evidence that the customer applied for and used service prior to the creation of the condition; or
 - .1.2 Evidence that the customer knew or reasonably should have known that service was not being fully billed; and
 - .1.3 Rendered a written unmetered service bill in accordance with Rule 3D; and
 - .1.4 Made reasonable efforts to provide to a person in charge of the premises the written unmetered service bill and has orally advised this person of the conditions under which the Company will continue service. These conditions may include payment by cash, certified check, or money order within two hours after being rendered the unmetered service bill, of some portion of the bill up to but not exceeding 50%; and
 - .1.5 Not received the required payment.
- .2 Penalties: In cases where tampering and/or theft of service has been established and service was terminated, the customer shall pay the charges described below to the Company before service is restored.
 - .2.1 The amount owed based upon the estimated consumption of gas not recorded on the meter (see Rule 3D); and
 - .2.2 All actual costs directly related to the investigation and inspection in each instance of tampering, and damage to or any loss or destruction of the meter or other property of the Company. All damages will be based on current replacement cost.
- .3 Relocation of Meter: The customer may additionally be required to provide for the relocation of the meter to a location readily accessible to Company representatives from the outside of the consumer's building. Such relocation shall be paid by the customer.
- .4 Interruption of Service: Notwithstanding any of the provisions contained in Rule 4F.1, the Company reserves the right to interrupt service as provided in Rule 5A.

Issued by Alfred C. Bereche, Asst. General Counsel and Secretary, Hicksville, NY

PSC NO: 1 GAS LEAF: 61
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 09/03/03 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance - C.99-M-0631 and C.03-M-0117 dated 6/20/03

GENERAL INFORMATION

II. Rules and Regulations (continued):

4--Company-Initiated Discontinuance of Service and Complaint Procedure (continued):

G. Re-establishment of Service:

- .1 Conditions: Where a customer's service is discontinued for non-payment of bills, the Company reserves the right to refuse to furnish service to Residential customers at the same or any other location until:
 - .1.1 The Company receives not only the full amount of arrears for which service was terminated, but in addition:
 - .1.1.1 The cost of re-establishing service (see Rule 4G.5); and
 - .1.1.2 Any charges incurred by the Company, made necessary in the particular case involved, to prevent the re-establishing of the service by unauthorized personnel before the conditions of this Rule had been met;
 - .1.2 The Company and the customer reach agreement on a deferred payment plan and the payment of a downpayment, if required, under that plan; or
 - .1.3 Upon the direction of the Commission or its designee; or
 - .1.4 Upon the 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
 - .1.5 Where the Company has notice that a serious impairment to health or safety is likely to result if service is not reconnected. Doubts as to whether reconnection of service is required for health or safety reasons shall be resolved in favor of reconnection.
- .2 Conditions-Non-Residential: Where a customer's service is discontinued for non-payment of bills, the Company reserves the right to refuse to furnish service to non-residential customers at the same or any other location until;
 - .2.1 All charges included in Rule 4G.1.1 shall have been paid; or
 - .2.2 The Company and the customer reach agreement, subject to the provisions in 16 NYCRR 13.5, under a Deferred Payment Agreement.
- .3 Reconnection Time: The Company shall reconnect service, unless prevented by circumstances beyond its control or where a customer requests otherwise, to any disconnected customer not more than 24 hours after the conditions of Rules 4G.1.1 and .2 have been satisfied. Whenever circumstances beyond the Company's control prevent reconnecting service within 24 hours, service shall be reconnected within 24 hours after those circumstances cease to exist.
- .4 Reconnection Time - Non-Residential Customer: The Company will reconnect service not more than 24 hours after a non-residential customer's request for reconnection, when service was:
 - .4.1 Terminated solely for failure to provide access, provided the customer has allowed access and has made a reasonable arrangement for future access; or

Issued by Alfred C. Bereche, Asst. General Counsel and Secretary, Hicksville, NY

PSC NO: 1 GAS LEAF: 62
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 6
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 4
STAMPS: Issued in Compliance with Order in C.14-M-0565 and C. 20-M-0266 dated
August 12, 2021

GENERAL INFORMATION

II. Rules and Regulations (continued):

4--Company-Initiated Discontinuance of Service and Complaint Procedure
(continued):

G. Re-establishment of Service (continued):

- .4.2 Terminated solely for a violation of the tariff and, at the option of the Company either receipt by the Company of adequate notice and documentation, or a field verification by the Company, that the violation has been corrected; provided, however, that the field verification, if required, will be arranged within two business days of the customer's request or such later time as may be specified by the customer; or
- .4.3 Terminated for two or more independent reasons and has satisfied all conditions for reconnection. The reconnection will be accomplished within the time period applicable to the last condition satisfied; or
- .4.4 At the direction of the Commission or its designee, which direction may occur only where the termination was in error, or the customer has filed a complaint with the Commission and has either paid in full the undisputed amount or has entered into a deferred payment agreement and has paid the required down payment.
- .5 Re-establishment Charge: When the Company re-establishes gas service where a customer's service is discontinued for nonpayment of bills, a re-establishment charge will be billed after reconnection of service as follows:
 - .5.1 When service is re-established a \$74.39 re-establishment charge will be assessed.
 - .5.2 Re-establishment Charges will not apply to low-income customers as specified in this paragraph. These are customers whose Company records designate them as current recipients (within the preceding twelve months) of Temporary Assistance for Needy Families (Family Assistance), Safety Net Assistance - Public Assistance Supplemental Security Income (SSI), Low Income Home Energy Assistance Program (LIHEAP), Medicaid, SNAP (Food Stamps), Veteran's Disability Pension, Veteran's Surviving Spouse Pension, Child Health Plus, the Federal Lifeline Program or any public assistance programs that would qualify under the Federal Lifeline Program. Customers not currently identified by the Company as low-income are required to provide documentation to the Company that they have been certified as income eligible (within the preceding twelve months) to receive one or more of the above benefits. Whenever an oral request for re-establishment of service is received, the Company will inform the customer at that time that the re-establishment charge will not apply if the customer provides information of receipt of one of the above types of assistance. The Company will attempt to include in customer records customer-specific information obtained for the purposes of this paragraph.

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

PSC NO: 1 GAS LEAF: 63
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 8
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 6
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION

II. Rules and Regulations (continued):

4. Company-Initiated Discontinuance of Service and Complaint Procedure (continued):

- H. Complaint Procedure: Any complaint filed with the Company regarding disputed bills, charges, deposits, or service problems will be promptly investigated in accordance with the procedures and form of notice required by Public Service Commission rules contained in Part 275 -- Notice of Discontinuance and Complaint Procedures of Subchapter D -- Rates and Charges of Chapter III of Title 16 of the New York Code of Rules and Regulations, Sections 275.8 and 275.9. Copies of the Company's complaint handling procedure and form of notice are on file with the Commission and are available to the public upon request at Company offices where applications for service are received.

4.I 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 \$74.39.

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;

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

PSC NO: 1 GAS LEAF: 63.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 10
INITIAL EFFECTIVE DATE: 07/25/22 SUPERSEDING REVISION: 9
STAMPS: Issued in compliance with Order in Case 22-M-0159 dated July 14, 2022

GENERAL INFORMATION

II. Rules and Regulations (continued):

4.I 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. This calculation will be performed in the customer information system for each billing period by changing the rate code on the original bill from a transportation rate to a firm rate. The Company will prepare for the ESCO such bill calculation for a charge to the ESCO of \$6.86 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.

When service is reconnected, a \$74.39 reconnection charge will be assessed to the customer.

5 -- Liability of Company

A. Continuity of Service

- .1 General Interruptions: The Company will endeavor at all times to provide a regular and uninterrupted supply of service, but should it interrupt the supply of service for the purpose of making permanent or temporary repairs, changes or improvements in any part of its system or should the supply service be interrupted or irregular or defective or fail from causes beyond its control or through ordinary negligence of employees, servants or agents the Company will not be liable therefore. The provision of Credits and Reimbursements made available to eligible customers pursuant to Leaf 119.80 as required by law are recognized as an exception, but does not constitute an admission of liability.
- .2 Emergency Interruptions: The Company may, without liability therefore, interrupt service to any customer or customers in the event an emergency threatening the health or safety of a person, a surrounding area, or the integrity of its system if, in its sole judgment, such action will prevent or alleviate the emergency condition.
- .3 Government Directed Interruptions: The Company may, without liability therefore, interrupt service to any customer or customers if there is a governmental order or directive requiring the Company to do so.
- .4 Interruptions for Failure to Comply with Operational Flow Orders: The Company may interrupt service to any customer that fails to comply with an Operational Flow Order if in its sole judgment such action is necessary to maintain system reliability and will prevent or alleviate an emergency condition.

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

PSC NO: 1 GAS LEAF: 63.2
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 12/01/23 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with Order in Case 20-M-0082 dated October 13, 2023

GENERAL INFORMATION

II. Rules and Regulations (continued):

5 -- Liability of Company (Continued)

A. Continuity of Service (continued)

- .5 Advance Notice: The Company shall, to the extent reasonably feasible under the circumstances, provide advance notice to those whose service will be interrupted for any of the above reasons.

- B. Injuries and Damages: 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 structures, equipment, pipes, appliances or devices on the customer's premises, except injuries or damages resulting from the negligence of the Company.

- C. Customer's Equipment: Neither by inspection or non-rejection, nor in any other way does the Company give any warranty, express or implied, as to the adequacy, safety or other characteristics of any structures, equipment, wires, pipes, appliances or devices owned, installed or maintained by the Customer or leased by the Customer from third parties.

- D. Obligation to Continue Service: If for any reason the Company is unable to install or maintain the facilities necessary to furnish gas required under any service agreement, such agreement shall cease and terminate.

- E. 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.

PSC NO: 1 GAS LEAF: 64
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 03/13/08 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with order in Case No. 00-G-0059 dated 8/23/07

GENERAL INFORMATION

II. Rules and Regulations (continued):

6. Leakage: The customer is required to give immediate notice at the Company's office of any interruption in the supply of gas or if any leakage or escape of gas be discovered. Such notice is required not only as a matter of safety but also because no deductions will be made from bills rendered for gas registered by the meter on the customer's premises unless the leakage occurs in the meter or its connections.

7. Restrictions and Limitations

A. Operational Flow Orders:

The Company shall have the right to issue Operational Flow Orders (OFOS) in order to maintain system integrity 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.

B. Gas Service Curtailment:

.1 Curtailments:

.1.1 On August 23, 2007, the State of New York Public Service Commission issued an Order in Case 00-G-0059 establishing guidelines for curtailments. Pursuant to such guidelines, the needs of core Customers, sales or firm transportation, will be met first in the event of an interruption or force-majeure curtailment, in accordance with the priorities set forth below.

.1.2 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. Curtailments will be limited in scope and duration as necessary to alleviate the emergency and will be localized to the extent possible.

Issued by: Nick Stavropoulos, Executive Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 64.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 6
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 4
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

GENERAL INFORMATION

II. Rules and Regulations (continued):

- .1.3 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-curtailement supply management tools, OFOs, interruption of contractually-interruptible load and supply acquisition. In addition, the Company may initially seek voluntary curtailment(s) to alleviate an emergency situation.
- .1.4 When necessary to meet high-priority customer demand, the Company will acquire gas intended for lower priority customers at the citygate and may divert it to higher priority customers. ESCOs/Direct Customers whose gas is diverted by the Company will be required to continue making nominations of gas throughout the curtailment period up to their maximum delivery obligation, unless upstream force majeure interruptions or curtailments prevent the ESCOs/Direct Customers from securing or delivering such supplies.
- .1.5 Compensation for Gas Diverted: If gas is diverted from an ESCO/Direct 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.
- .2 "National Grid's" Priority Order for Curtailments of Customer Service is as follows:
 - .2.1 Electric Generation Customers:

Customers whose gas used for fuel is non-essential to their generation of electricity.
 - .2.2 Cogeneration and Special Contract Customers:

Customers who use gas as one energy type for boiler fuel to generate electric and/or thermal energy, or Cogeneration Customers with special contracts, who do not have dual-fuel options, but who agree to curtail their gas use.
 - .2.3 Non-Firm Demand Response Customers:

Customers, both sales and transportation, who agree to take service on an interruptible basis in the case of system emergency under Service Classification Nos. 18 and 19. The Company will endeavor to provide notification (within two hours) of a scheduled interruption in accordance with the Communications Protocol described in this service classification.

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

PSC NO: 1 GAS LEAF: 65
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 3
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION

II. Rules and Regulations (continued):

7B. Restrictions and Limitations, Gas Service Curtailment (continued):

.2.4 Firm Commercial and Industrial Customers:

.2.4.1 Non-Firm Demand Response Customer:

Customers, both sales and transportation, excluding critical-care facilities, when the temperature drops below specified levels, under Service Classification Nos. 18 and 19.

.2.4.2 General and Water-Heating Customers:

Customers, excluding critical-care facilities, who use gas for general purposes (except for processing) and water heating under Service Classification No. 2.

.2.4.3 Space-Heating Customers:

Customers, excluding critical-care facilities, who use gas for space heating and other purposes in addition to space heating under Service Classification No. 2.

.2.4.4 Process Customers:

Industrial Customers who use gas for processing under Service Classification No. 2.

.2.5 Firm Residential and Human Needs Customers:

Customers who use gas for residential (cooking, water-heating, space-heating, general, distributed generation) and religious purposes. Also, Human Needs Customers such as:

.2.5.1 Apartments, condominiums, or co-operative residences with individual bath/kitchen/sleeping facilities served under Service Classification No. 3, and

.2.5.2 Supportive/supervised living facilities (community residences) served under Service Classification No. 1, and

.2.5.3 Prisons, hospitals, nursing homes, and other critical-care facilities served under Service Classification No. 2.

.3 Special Curtailment Conditions for Customers Who Purchase Non-Company Gas (excluding Residential and Human Needs Customers)

.3.1 The Company may terminate service to a Customer whose supplier is not nominating and delivering gas for that Customer and whose long-term supplies are inadequate.

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

PSC NO: 1 GAS LEAF: 66
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 08/01/15 SUPERSEDING REVISION: 3
STAMPS:

GENERAL INFORMATION

II. Rules and Regulations (continued):

7B. Restrictions and Limitations, Gas Service Curtailment (continued):

- .3.2 The Company will apply penalty and balancing charges to non-Company supplied Customers who use more gas than has been nominated or delivered for them by their supplier. See C. below.
- .4 Special Curtailment Conditions for Residential and Other Human Needs Customers Who Purchase Non-Company Gas
 - .4.1 Residential and other Human Needs Customers who purchase non-Company gas have the right, under the Home Energy Fair Practices Act (HEFPA), to purchase Company gas as the supplier of last resort.
 - .4.2 Critical Care Customers will receive the same priority as Residential Sales Customers.
 - .4.3 The Company may require that these Transportation Customers take a standby supply service from the Company.
- .5 Penalty for Excess Usage During a Curtailment
 - .5.1 The penalty, which is in addition to the incremental cost of gas, will be twenty-five (\$25.00) per Dekatherm of excess usage.
- .6 Notice of Curtailments:
 - .6.1 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.
 - .6.2 The Company will use its best efforts to give oral or written notice of a curtailment prior to implementation thereof. When notice of curtailment is given, a customer must curtail its use of service pursuant to the notice. To the extent that the Company is unable to provide prior notice of curtailment, notice will be provided in the following manner:
 - .6.2.1 Notice to core customers of curtailment and the extent thereof will be reflected on the customer's bill covering the period during which such curtailment occurred.
 - .6.2.2 Notice to all other customers will be provided as promptly as is practicable.

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

PSC NO: 1 GAS LEAF: 66.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 03/13/08 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with order in Case No. 06-G-0059 dated 8/23/07

GENERAL INFORMATION

II. Rules and Regulations (continued):

7B. Restrictions and Limitations, Gas Service Curtailment (continued):

- .7 Miscellaneous - Curtailment
 - .7.1 The Company shall provide periodic updates to Energy Services Companies (ESCO) and curtailed customers so that they can plan accordingly.
 - .7.2 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.
 - .7.3 If, during a curtailment period, the Company is aware of ESCOs or Direct Customers that are not responding to the required actions, it shall 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.
 - .7.4 The Company will recover compensation costs from customers via the GAC or equivalent mechanism, subject to Commission review.

7B. Restrictions and Limitations, Gas Service Curtailment (continued):

C. Service Classifications

- .1 General Application: The service classifications set forth in this schedule are applicable only where the service to be supplied is of a character regularly furnished by the Company through its distribution mains.
- .2 Residential Service: Service Classification No. 1 provides service to residential core customers and is,
 - .2.1 Applicable for all residential purposes in:
 - .2.1.1 An individual separately metered single family dwelling; or
 - .2.1.2 An individual separately metered flat or apartment, occupied by one family, in a two family dwelling, apartment house or other building; or

Issued by: Nick Stavropoulos, Executive Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 67
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 01/01/08 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with order in Case No. 06-G-1186 dated 12/21/07

GENERAL INFORMATION

II. Rules and Regulations (continued):

7C. Restrictions and Limitations, Service Classifications (continued)

- .2.1.3 At the customer's option, a building used primarily for religious purposes, including the operation of a school, notwithstanding that secular subjects are taught at such school, where the use of gas service is exclusively in connection with such religious purposes, and where new applicants and those not presently classified as religious accounts are responsible for identifying themselves and for establishing their credentials for a religious classification; or
- .2.1.4 Any premises, a portion of which is used for business or professional purposes other than farming, when such business or professional use is incidental to the residential use and does not involve a change in the character or appearance of the premises and is limited to the carrying on by an occupant of the premises of a customary home occupation, including the sale of articles or products produced on the premises, but not including the operation of a store for the sale of other articles or products; or
- .2.1.5 At the customer's option, a supportive/supervised living facility (community residence), as defined in Subdivision 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 present on premises on a twenty-four hour per day basis, the residence must provide living accommodations for no more than fourteen residents.
- .2.1.6 Any building or premises owned or leased by a not-for-profit veterans= organization (Chapter 82 of the Laws of 1998).
- .2.1.7 Any customer that has distributed generation equipment.
- .2.1.8 Any customer that participates in the programs listed on Leaf No. 120, special provision (c).
- .3 Violations: If at any time the conditions of service of the customer do not conform to the provisions of Rule 7C, the Company shall have the right, without notice, to transfer the customer to some other appropriate service classification; and only upon written application shall the customer be entitled to Service Classification Nos. 1 or 2, upon satisfying the Company that the conditions of service will conform to the provisions of Rule 7C.
- .4 Combined Service: Where a building or premises is used for both residential and nonresidential purposes, one of which if served separately would be entitled to Service Classification No. 1 in accordance with the provisions of Rule 7C, such customer will only be entitled to service under Service Classification No. 1, provided the piping is arranged by the customer so that the portion entitled to Service Classification No. 1 may be separately supplied, metered and billed thereunder, otherwise, the entire premises shall be served under another appropriate Service Classification.

Issued by: Nick Stavropoulous, Executive Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 68
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 11/01/21 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with Order in Case 20-G-0087 dated 10/7/21

General Information (continued)

II. Rules and Regulations (continued):

.5 Multi-Dwelling Service: Apartments, Condominiums, and Co-operative residences only, with five or more residential dwelling units (containing individual kitchen-bath/sleeping facilities) connected to a common meter when gas is the sole means of space heating and/or water heating will be entitled to service under Service Classification No. 3. As of December 1, 1991, new applicants and those not presently classified as multiple-dwelling accounts under Service Classification No. 3 will be responsible for identifying themselves and for establishing credentials for this service. Customers are entitled to receive Service Classification No. 3 only after the Company verifies that the customer has met the necessary qualifying conditions.

8--Termination, Change or Modification of this Schedule: The Service Classifications, Rates, Charges, Rules and Regulations, Terms and Conditions, Forms of Application or Agreements and other Provisions contained in this Schedule or any revised leaves thereof are subject to such termination, change or modification, at any time as may be provided in any Schedule or revised leaves subsequently issued and in effect under the provisions of the Public Service Law. The Company reserves the right in any manner permitted by law to add to and/or withdraw the Service Classifications, Rates and Charges hereby prescribed or hereafter promulgated and/or to modify any of the Rules, Regulations, Terms and Conditions or any other provision applicable to any Service Classification.

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

PSC NO: 1 GAS LEAF: 69
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 15
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 14
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION

III. Adjustments of Rates and Charges:

1--Adjustment of Rates in Accordance with Changes in the Cost of Gas and Pipeline Costs:

A. Definitions

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

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

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

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

Combined Year-Round Space Conditioning Class: consists of the KEDNY's SC 4B sales customers and the Company'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, 9, 15, 16 and 17 sales customers plus, (2) the Company's estimated sales to ESCOs serving SC 5 transportation customers. All of the above quantities are multiplied by the applicable Factor of Adjustment.

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

PSC NO: 1 GAS LEAF: 69.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 12
INITIAL EFFECTIVE DATE: 04/01/22 SUPERSEDING REVISION: 11
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12,
2021

GENERAL INFORMATION

Lost and Unaccounted for Gas ("LAUF")

1. Effective September 1, 2021
The LAUF Target is set at 2.742%
The LAUF Dead Band Upper Limit is set at 3.742%
The LAUF Dead Band Lower Limit is set at 1.742%

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

System Performance Adjustment (SPA) Mechanism: to take effect starting January 1, 2018 applicable to sales customers served under SC 1, 2, 3, 9, 15, 16, and 17 and to transportation customers served under SC 5. 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.

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

PSC NO: 1 GAS LEAF: 69.1.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0
INITIAL EFFECTIVE DATE: 01/01/17 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Order in C.16-G-0058 dated December 16, 2016

GENERAL INFORMATION

1. The Total SPA Amount will be determined initially for the 9-month period ending August 31, 2017 and for each subsequent 12-month period ending August 31st thereafter. The total SPA amount will be determined by multiplying: (1) the actual average commodity cost of gas by; (2) the metered sales of SC Nos. 1, 2, 3, 9, 15, 16, and 17 and to transportation customers served under SC 5 by; (3) the percentage difference determined by:
 - a. 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.
 - b. Subtracting the LAUF Target from the LAUF Dead Band Upper Limit if actual system LAUF exceeds the LAUF Dead Band Upper Limit.
 - c. Subtracting the LAUF Target from the LAUF Dead Band Lower Limit if actual system LAUF is less than the LAUF Dead Band Lower Limit.
2. 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. 1, 2, 3, 9, 15, 16, and 17 and to transportation customers served under SC 5
 - a. Effective for the 12-month period starting January 1, 2018 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
3. Recoveries of the SPA per therm rate will be reconciled initially for the 9-month period ending August 31, 2017 and each subsequent 12-month period ending August 31st thereafter.
 - a. 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. 1, 2, 3, 9, 15, 16, and 17 and to transportation customers served under SC 5
 - B. The SPA Annual Reconciliation Adjustment per therm rate will take effect initially for the 12-month period starting January 1, 2018 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

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

PSC NO: 1 GAS LEAF: 69.1.2
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION

Inactive Accounts Adjustment

Beginning September 1, 2017, KEDLI 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.

B. 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 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 III. 1.C.1 and III.1.C.2.

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

PSC NO: 1 GAS LEAF: 69.2
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 6
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 4
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION

2. Average Fixed Cost of Gas
The Average Fixed Cost of Gas determined in accordance with Rule III.1.C.3.
3. Weighted Average Cost of Gas
The sum of the Weighted Average Commodity Cost of Gas from A.1 above and the Average Fixed Cost of Gas from A.2 above.
4. Average Fixed Cost Credits
The Average Fixed Cost Credits determined in accordance with Rule III.1.C.4.
5. Monthly Cost of Gas
The sum of the Weighted Average Cost of Gas from A.3 above and the Average Fixed Cost Credits from A.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 in accordance with Rule III.1.G.
 - b. Annual Cost of Gas Imbalance Surcharge or (Refund)
Determined in accordance with Rule III.1.H.
 - c. Research & Development Charge
Determined in accordance with Rule III.1.N.
 - d. Merchant Function Charge
Determined in accordance with Rule III.1.F.
 - 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 III.1.I and the Annual Return Requirement on Gas in Storage Surcharge or Refund determined in accordance with Rule III.1.J.
 - f. System Performance Adjustment (SPA) Surcharge or (Refund)
Determined in accordance with Rule III.1.A.
 - g. Total Adjustments
The sum of A.6.a through A.6.f above.
7. Monthly Cost of Gas and Adjustments
The sum of A.5.b and A.6.g above.

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

PSC NO: 1 GAS LEAF: 70
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 14
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 13
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION - Continued

B. Applications of the Statement of Monthly Cost of Gas and Adjustments

1. The application of the Statement of Monthly Cost of Gas and Adjustments will:
 - a) Begin with meter readings taken on and after the effective date of the current statement, and
 - b) Shall continue in effect until changed on a later statement.

C. **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 KEDNY (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 Combined Firm sales Class based on the Monthly forecasted Firm Dispatch of the Companies:

- 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 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 Dispatch, **PLUS**
 - 3) All other allowable variable fees and charges associated with the dispatch of gas.
- b) The Average Commodity Cost of Gas will be computed by dividing the Total Commodity Cost of Gas determined in C.1.a above by the Combined Monthly Forecasted Firm 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, 9, 15, 16 and 17 by dividing the Companies' combined Risk Management Costs / Credits for the upcoming month by Combined Monthly Forecasted Firm Sendout.

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

PSC NO: 1 GAS LEAF: 70.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 6
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 5
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION - Continued

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 KEDNY on a combined basis as follows:
 - 1) Multiply the estimated fixed rates and charges of the gas supply, Pipeline Transportation and Storage capacity contracts help by the Company and KEDNY by the applicable billing determinants. **PLUS**
 - 2) Any other projected fixed charges applicable to the procurement of gas for the upcoming Gas Cost Year.
- b) The System Average Fixed Cost of Gas will be computed by dividing: 1) the Annual Fixed Cost of Gas determined above, adjusted to account for fixed gas costs not allocated to ESCOs by the sum of; 2) the Company's Annual Forecasted Firm Sendout and 3) KEDNY's Annual Forecasted Firm 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 above: 1) the annual fixed gas costs attributable to the Combined High Load Factor Sales Class, Combined Wholesale NGV Sales Class and Combined Year Round Space Conditioning 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 KEDNY's SC 1, 2, 3, and 21 customers and 3) the Company's SC 1, 2, 3, 9 and 17 and divide by: 4) the Factor of Adjustment.

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

PSC NO: 1 GAS LEAF: 70.2
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 3
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12,
2021

GENERAL INFORMATION - Continued

2) Combined High Load Factor Sales Class

Multiply the System Average Fixed Gas Cost determined above 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 above 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.

4) Combined Year-Round Space Conditioning Sales Class

Multiply the System Average Fixed Gas Cost determined above 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.

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

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 8, 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 19 transportation customers and Annual Daily Balancing Service Demand Charge Credits from ESCOs serving Daily Balanced SC 19 transportation customers.
 - 2) Off-system Revenue Credits

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

PSC NO: 1 GAS LEAF: 70.3
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 01/01/17 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Order in C.16-G-0058 dated December 16, 2016

GENERAL INFORMATION - Continued

- b) The categories of Annual Fixed Cost Credits determined in C.4.a above will be allocated 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) ESCOs participating in the KEDNY's Mandatory Capacity Program pursuant to SC 19 and the Company'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
- 3) The Company will pass 100 percent of the revenues from, its agreement with Brooklyn Navy Yard Cogeneration Partners to firm sales (SC 1, 2, 3, 9, 15, 16 and 17) through the GAC and firm transportation customers (SC 5) through the transportation adjustment clause (TAC).

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

- c) Average Fixed Cost Credits will be allocated among the customer groups proportionate to the Average Fixed Cost of Gas determined for that customer group.

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, 9, 15, 16 and 17 Sales Customers
The Monthly Cost of Gas shall equal the sum of the: 1) Average Commodity Cost of Gas determined in Rule III.1.C.1; 2) Average Monthly Hedging Costs / Credits determined in Rule III.1.C.2; and 3) Average Fixed Cost of Gas determined in Rule III.1.C.3, Less; 4) Average Fixed Cost Credits determined in Rule III.1.C.4, multiplied by: 5) the Factor of Adjustment.

D. **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:

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

PSC NO: 1 GAS LEAF: 71
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 14
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 13
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION - Continued

III. Adjustments of Rates and Charges (continued):

1. Gas Supplier Refunds
 - a) Refunds from gas suppliers will be allocated between the Company and KEDNY in proportion to each company's projected firm and non-firm sales over the calendar year in which the refund is to be credited.
 - b) The Company will credit its portion of the refund to firm and non-firm sales customers served under SC 1, 2, 3, 9, 15, 16, and 17.
 - c) 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.
2. Refunds from Pipeline Transporters and Storage Providers
 - a) 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:
 - 1) The refund will be allocated between the Company and KEDNY in proportion to each company's projected firm and non-firm sales and transportation quantities over the calendar year in which the refund is to be credited.
 - 2) The refund allocable to firm and non-firm sales customers served under SC 1, 2, 3, 9, 15, 16 and 17 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.
 - 3) The refund allocable to firm transportation customers served under SC 5 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.
 - b) 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:

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

PSC NO: 1 GAS LEAF: 71.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION 7
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 6
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12,
2021

GENERAL INFORMATION - Continued

- 1) 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 III.E.1.
3. Reconciliation of Refunds
- a) The Company will reconcile any refunds not previously credited via the Annual Gas Cost Surcharge or Refund to firm sales and non-firm customers served under SC 1, 2, 3, 9, 15, 16 and 17 . Any under or over recoveries of these refunds will be included in the next applicable Annual Cost of Gas Surcharge or Refund.
 - b) The Company will reconcile any refunds not previously credited via the Annual Transportation Imbalance Surcharge or Refund to firm transportation customers served under SC 5. Any under or over recoveries of these refunds will be included in the next applicable Annual Transportation Imbalance Surcharge or Refund.

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

PSC NO: 1 GAS LEAF: 72
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 24
INITIAL EFFECTIVE DATE: 05/25/23 SUPERSEDING REVISION: 23
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION - Continued

III. Adjustments of Rates and Charges (continued):

1--Adjustment of Rates in Accordance with Changes in the Cost of Gas and Pipeline Costs (continued):

F. Merchant Function Charge

The rates for gas service under Service Classification Nos. 1, 2, 3, 9, 15, 16, and 17 shall include each month the Merchant Function Unitized Charge per therm which is equal to the 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 Service Classification No 5 shall include each month the Return Requirement on Gas in Storage unitized charge per therm.

The rates for gas service under service classification No. 18 shall include each month the Merchant Function unitized charge per therm which is equal to the sum of the following : (1) Gas Procurement and Commodity-Related Sales Promotion Expenses, (2) Commodity-Related Credit and Collection Expenses, (3) Uncollectible Expenses Associated with Gas Costs and Return Requirement on Gas Purchase-Related Working Capital.

Calculation of Merchant Function Charge Rate

1. 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:
SC 1, 2, 3, 9, 15, 16, 17, and 18 and shall be computed as follows:

- a) Divide the Total Annual Gas Procurement and Commodity-Related Sales Promotion Expenses for each year as shown on the schedule below

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

September 1, 2021 - August 31, 2022: \$ 349,842
September 1, 2022 - August 31, 2023: \$ 350,035
September 1, 2023 - August 31, 2024: \$ 350,035

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

PSC NO: 1 GAS LEAF: 72.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 13
INITIAL EFFECTIVE DATE: 05/25/23 SUPERSEDING REVISION: 12
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION - Continued

- b) **BY**, the estimated annual sales for customers served under Service Classification Nos.:

1, 2, 3, 9, 15, 16, 17 and 18 for the corresponding time period

2. 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:

- a) Divide the Total Annual Commodity-Related Credit and Collection Expenses for each year as shown on the schedule below

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: \$ 1,271,491
September 1, 2022 - August 31, 2023: \$ 1,272,026
September 1, 2023 - August 31, 2024: \$ 1,272,026

- b) **BY**, the estimated annual sales for customers served under Service Classification Nos.:

1, 2, 3, 9, 15, 16, 17 and 18 and to Marketers participating in the Company's Purchase of Receivables program that serve SC 5 and 19 for the corresponding time period

3. Uncollectible Expenses Associated with Gas Costs

The Uncollectible Expenses Associated with Gas Costs per therm rate is determined monthly for SC 1, 2, 3, 9, 15, 16, 17 and 18 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

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

PSC NO: 1 GAS LEAF: 72.2
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 6
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 5
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION - Continued

4. Return Requirement on Gas Purchase-Related Working Capital

The Return Requirement on Gas Purchase Working Capital will be charges to SC 1, 2, 3, 9, 15, 16, 17 and 18 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.

5. Return Requirement on Gas in Storage

Applicable to Customers under SC 1, 2, 3, 9, 15, 16 and 17 and Firm Transportation under SC 5. The Return Requirement on Gas in Storage 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 ending on August 31st by:

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

PSC NO: 1 GAS LEAF: 72.3
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION - Continued

- a) Multiply the Pre-Tax WACC Percentage by
- b) The projected 12-month average commodity inventory cost of the Company's and KEDNY's market area storage services and production area storage services, excluding WSS inventory used for Off-System Transactions
- c) Estimated Return Requirement on Gas Storage Inventory = (a) x (b) .
- d) 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 =
(c) x the ratio of Storage Inventory between firm sales and firm transportation

- f) 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 (d) for the Gas Cost Year, by the sum of (1) estimated sales for customers served under Service Classification Nos. 1, 2, 3, 9, 15, 16, and 17 and (b) estimated transportation for customers served under Service Classifications No. 5 for the corresponding time period.
6. The Merchant Function Unitized Charge per therm will be set forth on the Statement of Monthly Cost of Gas and Adjustments = (1) + (2) + (3) + (4) + (5)

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

PSC NO: 1 GAS LEAF: 73
 COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 7
 INITIAL EFFECTIVE DATE: 02/19/18 SUPERSEDING REVISION: 6
 STAMPS: Issued in compliance with Order in C.16-G-0058 dated December 16, 2016

GENERAL INFORMATION

III. Adjustments of Rates and Charges (continued):

1--Adjustment of Rates in Accordance with Changes in the Cost of Gas and Pipeline Costs (continued):

F. 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, 9, 15, 16 and 17.

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.

G. Annual Cost of Gas Imbalance Surcharge or Refund

- a) A surcharge or refund (adjusted for simple interest at the Commission's other customer capital rate) to surcharge Monthly Cost of Gas undercollections or refund Monthly Cost of Gas overcollections from sales customers served under SC 1, 2, 3, 9, 15, 16, and 17 shall be computed as follows:

Compare:	1.	Total Actual Fixed Cost of Gas PLUS
	2.	Total Actual Commodity Costs PLUS
	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 PLUS
	9.	Total Imbalance Surcharge Recoveries or Refunds.

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

PSC NO: 1 GAS LEAF: 73.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 5
INITIAL EFFECTIVE DATE: 01/01/17 SUPERSEDING REVISION: 3
STAMPS: Issued in compliance with Order in C.16-G-0058 dated December 16, 2016

GENERAL INFORMATION

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**

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

PSC NO: 1 GAS LEAF: 73.1.1
COMPANY: KEYSPAN GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION:4
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION:2
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

GENERAL INFORMATION - Continued

- c) Actual Standby Demand Charge credits received from marketers serving transportation customers under Service Classifications No. 5, **PLUS**
- d) Non-Firm Demand Response penalty refunds
- e) Total Actual Gas Credits = (a)+(b)+(c)+(d)
- 5. Total Actual Gas Costs = (1)+(2)+(3)-(4)
- 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, net of associated revenue taxes.
- 9. Total Gas Credit Recoveries
Total Gas Credit Recoveries during the Gas Cost Year, net of associated revenue taxes.
- 10. Total Gas Recoveries = (6)+(7)+(8)-(9)

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

PSC NO: 1 GAS LEAF: 73.2
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 9
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 7
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION

11. Total Imbalance Surcharge or Refund Recoveries

Total revenues or refunds from Monthly Imbalance Surcharge or Refund charges during Gas Cost Year, net of associated revenue taxes any net remaining prior year imbalance.

Current Year Imbalance = (5) - (10) + (11)

Divide result by forecasted 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 ending 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.

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

PSC NO: 1 GAS LEAF: 73.2.1
 COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
 INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 1
 STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION

I. Annual Gas Supply-Related Cost Surcharge or Refund for Service
Classification Nos. 1, 2, 3, 9, 15, 16 and 17 shall be computed as follows:

- | | | |
|----------|----|---|
| Compare: | 1. | Expense Targets Gas Supply-Related Costs |
| to | 2. | Actual Gas Supply-Related Cost Recoveries |
| PLUS | 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, |
- 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.
- Current Year Imbalance = (1)-(2)+(3)
- Divide result by the Company's estimated sales to Service Classification Nos. 1, 2, 3, 9, 15, 16 and 17 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, Hicksville, NY

PSC NO: 1 GAS LEAF: 73.3
 COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 7
 INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 5
 STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION

J. Annual Return Requirement on Gas in Storage Surcharge or Refund for Service Classification Nos. 1, 2, 3, 5, 9, 15, 16 and 17 shall be computed as follows:

Compare: 1. Actual Return Requirement on Gas in Storage Costs
 to 2. Return Requirement on Gas in Storage Recoveries
 PLUS 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 12-month average commodity inventory cost of the Company's and KEDNY'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
2. Return Requirement on Gas in Storage Recoveries equal the recoveries from the Return Requirement on Gas in Storage during the Gas Cost Year from Service Classification 1, 2, 3, 9, 5, 15, 16 and 17 net of revenue taxes.
3. Return Requirement on Gas in Storage Surcharge or Refund Recoveries =
 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.

Current Year Imbalance = (1)-(2)+(3)

Divide result by the Company's estimated sales to Service Classification Nos. 1, 2, 3, 9, 15, 16 and 17 and deliveries to Service Classification No. 5 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, Hicksville, NY

PSC NO: 1 GAS LEAF: 73.4
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION

K.. Monthly Transportation Adjustment Charges

1. Rates for transportation customers taking service under SC 5 will be adjusted monthly to include the following charges and credits:
 - a. Return Requirement On Gas In Storage calculated in accordance with Rule III.F
 - b. Annual Return Requirement on Gas in Storage Surcharge or Refund calculated in accordance with Rule III. I.
 - c. Research & Development Charge pursuant to Rule III.L
 - d. Pipeline Refunds Provision
 - e. Delivery Penalty Refunds
 - f. Annual Transportation Adjustment Imbalance Surcharge or Refund calculated in accordance with Rule III.K.2
 - g. System Performance Adjustment Surcharge or Refund calculated in accordance with Rule III.1.A.
 - h. Brooklyn Navy Yard Cogeneration Surcharge or Refund in accordance with Rule III.1.C.4.b.3

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.

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

PSC NO: 1 GAS LEAF: 73.4.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 01/01/17 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Order in C.16-G-0058 dated December 16, 2016

GENERAL INFORMATION - continued

2. 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 5 which will consist of the following charges and credits:

- a. Refunds from pipeline transporters and storage providers pursuant to Rule III.1.2
- b. A reconciliation adjustment for under or over recoveries of refunds from pipeline transporters and storage providers pursuant to Rule III.1.2.
- c. Delivery Penalty Charges collected by the Company from ESCOs taking service under Service Classification No. 8.

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

PSC NO: 1 GAS LEAF: 73.5
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with Order in Case 19-G0310 dated August 12,
2021

GENERAL INFORMATION

Reserved for Future Use

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

PSC NO: 1 GAS LEAF: 74
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 9
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 7
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION

III. Adjustments of Rates and Charges (continued):

M. 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 (dth) 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.

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

PSC NO: 1 GAS LEAF: 74.1
 COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 15
 INITIAL EFFECTIVE DATE: 04/01/23 SUPERSEDING REVISION: 14
 STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION

III. Adjustments of Rates and Charges (continued):

M. Transition Surcharge (continued):

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 stranded costs are incurred. Surcharge collections will be subject to periodic reconciliation.

N. Research and Development Surcharge

The Research and Development Surcharge will be applicable to Service Classification Nos. 1, 2, 3, 5, 9, 15, 16 and 17. 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.

2--Increase in Rates and Charges Applicable in Municipality Where Service is Supplied

A. Statutes: The rates and charges under all service classifications, payable in the municipality where service is supplied, are increased by a percentage equal in amount to the aggregate percentage rate of the taxes imposed on the Company's revenues in respect to such municipality pursuant to the following statutes:

- .1 Tax Law, Article 9 - Section 186a, Article 9-A - Section 210 and 1201(a)
- .2 General City Law Section 20-b; and
- .3 Village Law Section 5-530.

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

PSC NO: 1 GAS LEAF: 75
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 12
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 11
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12,
2021

GENERAL INFORMATION

III. Adjustments of Rates and Charges (continued):

- B. Statement: The applicable revenue tax surcharges shall set forth on statements filed with the Public Service Commission and are subject to adjustment whenever the state, city or village levies a new tax on the company's gross revenues, repeals such a tax, or changes the rate of such tax.
- .1 Filing Requirements and Applicability: 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, and no sooner than the date of the tax enactment to which the statement responds; 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.
- .2 Availability: Such statement will be available to the public at the company offices at which application for service may be made.
- C. Metropolitan Transportation Authority Surcharge: The rates and charges under all service classifications 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 Business Tax Surcharge, pursuant to Tax Law Section 186b and 186c.
- The surcharge percentage shall be set forth on the Statement of Adjustment in Rates and Charges described in Section III.2B and shall remain in effect for a twelve (12) month period.
- A new surcharge percentage shall be filed for each year the tax surcharge is applicable. The actual tax surcharge expense shall be reconciled with the revenues produced during each 12 month period and a reconciliation adjustment made in the last two (2) months, if necessary, of each 12 month period.

3--Applicable to Non-Firm Demand Response Service:

- A. Statement of Non-Firm Demand Response Sales and Transportation Rates.
- .1 Filing and Other Conditions: The Statement of Non-Firm Demand Response sales and transportation service shall commence with meter readings taken on and after the effective date of the Statement issued for the calendar month following the computation date and shall continue in effect until changed. A Statement will be filed with the Public Service Commission apart from this rate schedule not less than two business days prior to the date on which the statement is proposed to be effective.
- .2 Effective Rate: The Company will set the rate in accordance with the provisions in Service Classification Nos. 18 and 19.

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

PSC NO: 1 GAS LEAF: 76
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 10
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 8
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

GENERAL INFORMATION

III. Adjustments of Rates and Charges (continued):

Reserved for future use

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

PSC NO: 1 GAS LEAF: 77
COMPANY: KEYSPAN GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 10
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 8
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

GENERAL INFORMATION

III. Adjustments of Rates and Charges (continued):

Reserved for future use

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 78
 COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 8
 INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 6
 STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION**III. Adjustments of Rates and Charges (continued):****4--Weather Normalization Adjustment****Applicability and Formula:**

- A. The rates for gas service to all space heating customers under Service Classification Nos. 1, 2, 3, 5 and 16 shall be subject to a Weather Normalization Adjustment (WAF) to reflect the impact of degree day variations from normal levels, as determined on a revenue month basis, for the months of October through May, inclusive.
- B. The Weather Adjustment Factor will be applied to the customer's total consumption for the billing cycle. A new Weather Adjustment Factor will be calculated for each billing cycle. The monthly volume deviation shall be computed for each billing period for which adjustment is made using the formula described below.

$$WAF = \frac{M * DDF * [(NDD + \text{or} - (NDD * .022)) - ADD]}{(BL * BC) + (DDF * ADD)}$$

$$WNA \text{ R/S} = (WAF) * (U)$$

Definitions:

- (a) M = Margin is the non-gas rate in dollars per therm. It equals the unit price of the rate block in which the customer's monthly delivery usage ended.
- (b) DDF = Average degree day factor in therms/heating degree day, is the estimated number of therms/heating degree days required to provide space heating for the average customer. DDF is determined separately for each customer classification and will be revised annually to reflect the temperature sensitivity reflected in the new throughput forecast. DDFs for the weather normalization period will be shown on the Statement of Weather Normalization Clause Adjustment.
- (c) NDD = Normal heating degree days. The normal heating degree days are calculated in the same manner as the actual heating degree days, but they are based on a 30 year average of daily high and low temperatures as of June 30, 2018.
- (d) ADD = Actual heating degree days. Degree days are calculated by subtracting the average daily temperature (sum of the daily high and the daily low divided by two) from 65 degrees F. The remainder is the number of degree days for the day. Heating degree days result when the remainder is a positive number, (i.e., when the average temperature is below 65).

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

PSC NO: 1 GAS

LEAF: 79

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 6

INITIAL EFFECTIVE DATE: 01/01/17

SUPERSEDING REVISION: 4

STAMPS: Issued in compliance with Order in C.16-G-0058 dated December 16, 2016

GENERAL INFORMATION**III. Adjustments of Rates and Charges (continued):****4--Weather Normalization Adjustment (continued):**

- (e) BL = Base load is the average non-weather sensitive usage (in therms per customer) based on average usage by customers to which this adjustment applies. It is determined separately for each customer classification and will be revised annually to reflect the non-temperature sensitive usage of customers to which the adjustment applies in the new throughput forecast. Base Loads for the weather normalization period will be shown on the Statement of Weather Normalization Clause Adjustment.
- (f) BC = Actual Number of Heating Days in the customer billing cycle for which the adjustment applies.
- (g) M = Margin is the non-gas rate in dollars per therm. It equals the unit price of the rate block in which the customer's monthly delivery usage ended.
- (h) R/S = Refund or Surcharge in \$/customer.
- (i) U = Usage over the billing period in therms/customer.

For all space heating customers receiving service under Service Classification Nos. 1B, 1BR, 1B-DG, 2B, 3B, 5-1B, 5-1BR, 5-2B and 5-3B, 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 Service Classification No. 16, however, the weather normalization adjustment will only take effect if the degree day variance from normal weather (NDD - ADD) exceeds 2.2% of normal (NDD).

Statement:

The Statement of Weather Normalization Clause Adjustment effective January 1, 2017 will be filed in compliance with the Commission's Order in Case No. 16-G-0058 and go into effect pursuant to such Order. Each statement filed thereafter will be filed by the Company fifteen (15) days prior to its effective date.

5--New York City Relocation Credit

- A. **Applicability and Filing Requirements:** By agreement with the City of New York (City), customers who take gas service in the Fifth Ward of Queens County will receive credits for reimbursements by the City to the Company for support and protection, replacement, and relocation of gas mains disturbed by projects funded by New York City Municipal Water Finance Authority. The amounts, computed annually, will be credited to the accounts of all firm gas customers within the Fifth Ward of Queens County, on February 1 of each year. The New York City Gas Relocation Credit shall be shown on a separate statement filed with the Public Service Commission by January 15 of the year the credit is provided.
 - B. **Computation:** The credit shall be determined by dividing the unrefunded contribution received from the City, adjusted for interest, by the sum of the prorated annual gas sales during the months of January through December, inclusive, of Fifth Ward customers of record at December 31. This unit refund shall be multiplied by the program gas sales of each customer contained in the summation and credited to that customer's account. Refund to customers who terminate their accounts between January 1, and January 31 will be redeposited in the refund account for distribution the following year.
- Issued by: David B. Doxsee, Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 79.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 6
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 4
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION**III. Adjustments of Rates and Charges (continued):****6- RIDER - BUSINESS INCENTIVE RATE:**

Applicable to Service Classification No. 2 (Commercial Firm), Subclassification Nos. 2A (Non-heating) and 2B (Heating) and Service Classification No. 5 (Firm Transportation Service), Subclassification Nos. 2A (Non-heating) and 2B (Heating) and Service Classification No. 18 (Non-Firm Demand Response Sales) and Service Classification No. 19 (Non-Firm Demand Response Transportation).

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 under designated programs as outlined below:

In the Rockaway Peninsula: commercial and industrial customers receiving EDZ, ECSP, ICIP or other documentable loan or grant for a capital improvement administered by New York State or New York City or an Industrial Development Agency ("IDA") as determined at the Company's sole discretion; and (1) who occupies new premises; or (2) vacant premises; or (3) existing customer that increases 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.

In Nassau and Suffolk Counties: commercial and industrial customers receiving EDZ, IDA, SBA or other documentable loan or grant for a capital improvement administered by New York State or local municipalities as determined at the Company's sole discretion; and (1) who occupies new premises; or (2) vacant premises; or (3) existing customer that increases 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 of 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.

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, Hicksville, NY

PSC NO: 1 GAS LEAF: 79.1.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12,
2021

GENERAL INFORMATION**III. Adjustments of Rates and Charges (continued):**

The Company shall determine increased gas consumption by establishing a monthly base usage pattern at the premises based upon the customer's historical consumption, normalized for weather conditions, for the twelve month period immediately preceding the customer's application for service. Where actual gas usage, as 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 described in this Rider. The benefits shall commence on the first day of the next successive billing period and continue 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 historical normalized base twelve months' gas consumption. This will not apply to existing customers that install energy efficient equipment.

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

PSC NO: 1 GAS LEAF: 79.2
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 11
INITIAL EFFECTIVE DATE: 05/25/23 SUPERSEDING REVISION: 10
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12,
2021

GENERAL INFORMATION

III. Adjustments of Rates and Charges (continued):

6- RIDER -BUSINESS INCENTIVE RATE (continued):

Terms:

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

An applicant may continue to receive the benefits of this Rider for ten years from the first billing period, provided that at the end of the seventh year the benefits will be reduced annually by twenty-five percent. Following the seventh year, reductions will be implemented at the beginning of each twelve-month period through the end of the benefits period when no further benefits will be available.

The Company reserves the right to deny approval of an application or discontinue benefits under this Rider if customer makes a false statement or misrepresentation in its application or for the nonpayment of bills rendered for services to the point where the Company initiates collection action.

Rate

For customers served under Service Classification No. 2 (Commercial Firm), Subclassification Nos. 2A (Non-heating) and 2B (Heating) and Service Classification No. 5 (Firm Transportation Service), Subclassification Nos. 2A (Non-heating) and 2B (Heating) as well as Service Classification No. 18 (Non-Firm Demand Response (Sales) and Service Classification No. 19 (Non-Firm Demand Response (Transportation)), the applicable monthly rates for gas service in excess of 250 therms per month shall be reduced by an amount equal to 35% of the local distribution rates which excludes the base cost of gas. Monthly consumption less than or equal to 250 therms shall be billed at the applicable Service Classification 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 Business Incentive Rate locations may be supplemented, modified or withdrawn from availability for further applicants.

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

PSC NO: 1 GAS LEAF: 79.2.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 01/01/14 SUPERSEDING REVISION: 1
STAMPS:

GENERAL INFORMATION

III. Adjustments of Rates and Charges (continued):

7. RIDER - 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 No. 2 (Commercial Firm), Subclassification Nos. 2A (Non-heating) or 2B (Heating) or Service Classification No. 5 (Firm Transportation Service), Subclassification Nos. 2A (Non-heating) or 2B (Heating):

- (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 is a new customer.

Issued by: William J. Akley, President, Hicksville, New York

PSC NO: 1 GAS LEAF: 79.2.2
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 01/01/14 SUPERSEDING REVISION: 1
STAMPS:

GENERAL INFORMATION

III. Adjustments of Rates and Charges (continued):

7. RIDER - EXCELSIOR JOBS PROGRAM (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.

Issued by: William J. Akley, President, Hicksville, New York

PSC NO: 1 GAS LEAF: 79.2.3
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 8
INITIAL EFFECTIVE DATE: 04/01/22 SUPERSEDING REVISION: 7
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION**III. Adjustments of Rates and Charges (continued):****7. RIDER - EXCELSIOR JOBS PROGRAM (continued):****EJP Rate****Service Classification Nos. 2A, 2B, 5-2A and 5-2B:**

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
2A, 5-2A	\$0.101	\$0.0201	\$0.1211
2B, 5-2B	\$0.101	\$0.0201	\$0.1211

All customers receiving the EJP rate will be responsible for the Monthly Minimum Charge under the customer's applicable Service Classification Nos. 2A, 2B, 5-2A and 5-2B.

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. 2A, 2B, 5-2A and 5-2B.

All monthly gas consumption not meeting the discount qualifications of this Rider shall be billed at the customer's applicable Service Classification Nos. 2A, 2B, 5-2A and 5-2B 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.

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

PSC NO: 1 GAS LEAF: 79.3
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION:4
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION:2
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12,
2021

GENERAL INFORMATION

8. RIDER - AREA DEVELOPMENT PROGRAM

Applicable to Service Classification No. 2 (Commercial Firm), Subclassification Nos. 2A (Non-heating) and 2B (Heating) and Service Classification No. 5 (Firm Transportation Service), Subclassification Nos. 2A (Non-heating) and 2B (Heating) and Service Classification No. 18 (Non-Firm Demand Response - Sales and Service Classification No. 19 (Non-Firm Demand Response - Transportation).

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. 79.3.2 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.

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, Hicksville, NY

PSC NO: 1 GAS LEAF: 79.3.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 05/25/23 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12,
2021

GENERAL INFORMATION

8. RIDER - AREA DEVELOPMENT PROGRAM (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 Nos. 2 and 18:

- (a) For new Service Classification Nos. 2 and 18 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 Nos. 2 and 18 rates and charges.
- (b) All monthly gas consumption not meeting the discount qualifications of this Rider shall be billed at the applicable Service Classification Nos. 2 and 18 rates and charges.

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

PSC NO: 1 GAS LEAF: 79.3.2
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12,
2021

GENERAL INFORMATION

8. RIDER - AREA DEVELOPMENT PROGRAM (Continued)

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 Program.

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, Hicksville, NY

Received: 02/16/1999

Status: EFFECTIVE

Effective Date: 07/01/1999

..DID: 7463

..TXT: PSC NO: 1 GAS

LEAF: 80

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0

INITIAL EFFECTIVE DATE: 03/18/99

SUPERSEDING REVISION:

STAMPS:

Effective date postponed to 07/01/99. See Supplement No. 2, 1, 1

RECEIVED: 02/16/99 STATUS: Effective EFFECTIVE: 07/01/99

GENERAL INFORMATION**IV. Forms for Gas Service:**

1 - Application and Contract

A. Residential:

KEYSPAN GAS EAST CORPORATION D/B/A BROOKLYN UNION OF LONG ISLAND**APPLICATION & CONTRACT**

<u>CY</u>	<u>DIST.</u>	<u>RT.</u>	<u>FOLIO</u>	<u>S.</u>	[] SERVICE CLASSIFICATION NO. _____	RATE CODE _____
					GAS	
					[] SERVICE CLASSIFICATION NO. _____	RATE CODE _____
					ELECTRIC	

MAP NUMBER _____

GRID NUMBER _____

OFFICE _____

APPLICANT'S	LAST	FIRST	MIDDLE
<u>FULL NAME</u>			

SERVICE ADDRESS	NUMBER STREET	APT. NO.	VILLAGE	NY	ZIP
-----------------	---------------	----------	---------	----	-----

NEAREST CROSS STREET	TELEPHONE [] HOME	PREMISES OCCUPIED AS [] OTHER	STARTING ON DATE [] OWN [] RENT
----------------------	--------------------	--------------------------------	-----------------------------------

MAILING ADDRESS (IF OTHER THAN ABOVE)	NUMBER STREET	APT. NO.	VILLAGE	ZIP
---------------------------------------	---------------	----------	---------	-----

FORMER ADDRESS	NUMBER OF YEARS HERE	FORMER ACCT. NUMBER
----------------	----------------------	---------------------

EMPLOYED BY	ADDRESS	OCCUPATION	TELEPHONE	NO. OF YRS. HERE
-------------	---------	------------	-----------	------------------

THE APPLICANT AGREES THAT HE WILL PAY THE APPLICABLE RATES AND CHARGES FOR THE ELECTRIC AND/OR GAS SERVICE HEREIN REQUESTED AND THAT HE WILL BE BOUND BY AND COMPLY WITH THE RULES AND REGULATIONS OF THE COMPANY APPLICABLE THERETO.

SIGNATURE OF APPLICANT/AGENT (AGENT-ALSO PRINT YOUR NAME ON LINE BELOW)	Date
--	------

[] CUT ON	[] CHANGE RATE	NEW JOB NO. _____	DEPOSIT AMT. _____
DEPOSIT RECEIPT NO.	DATE PAID	COMPANY ACCEPT.	DATE

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

Effective date postponed to 07/01/99. See Supplement No. 2, 1, 1

PSC NO: 1 GAS LEAF: 81
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 04/15/05 SUPERSEDING REVISION: 0
STAMPS:

GENERAL INFORMATION

IV. Forms for Gas Service (continued):

1 - Application and Contract (Continued):

B. Non-Residential:

APPLICATION AND CONTRACT FOR NON-RESIDENTIAL CUSTOMERS

This is your application for gas service. As a customer, you agree to pay for the service supplied at the rates, charges and terms of your service classification as prescribed in our tariff and rate schedule.

Service classification and rates may change from time to time and our service will be supplied in accordance with all such changes. A copy of our current non-residential rate schedule is enclosed with this application, and the tariffs are available in every business office. Customer representatives are also available to answer questions and provide assistance.

In addition, we have enclosed a brochure which details your rights as a non-residential customer. It also explains our obligations and procedures for handling any inquiries you may have.

Please read all questions and answer them to the best of your knowledge. In the event the information you provide is not sufficient to process your application, we will notify you of the additional information required.

Please be sure this application is signed in Part 5 before returning it to us. Thank you.

Issued by: Joseph F. Bodanza, Senior Vice President Hicksville, NY

GENERAL INFORMATION

PART 1 - ACCOUNT INFORMATION

Issued by: Joseph F. Bodanza, Senior Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 83
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF LI REVISION: 1
INITIAL EFFECTIVE DATE: 04/15/05 SUPERSEDIING REVISION: 0
STAMPS:

GENERAL INFORMATION

IV. Forms for Gas Service (continued):
1 B. Application and Contract, Non-Residential Customers (continued):

PART 1 - ACCOUNT INFORMATION (continued)

IF YOU HAVE HAD A NON-RESIDENTIAL ACCOUNT IN THE PAST OR IF YOU CURRENTLY HAVE A NON-RESIDENTIAL ACCOUNT, PLEASE FILL IN THIS SECTION.

☐ CURRENT OR ☐ FORMER ACCOUNT INFORMATION

Account Name: _____

Account Address: _____
Number Street Suite No. Village Zip

Account Number(s): _____

IF THIS IS A CURRENT ACCOUNT, DO YOU WANT THIS SERVICE SHUT OFF?:
☐ YES ☐ NO

IF YES, INDICATE DATE TO SHUT OFF SERVICE: _____

PART 2 - METER ACCESS INFORMATION

WHEN ACCESS CANNOT BE OBTAINED FOR A SPECIFIED PERIOD, YOU OR THE PERSON CONTROLLING ACCESS TO THE METER(S) WILL BE SUBJECT TO NON-ACCESS CHARGES AND POSSIBLE TERMINATION OF SERVICE AS SPECIFIED IN THE TARIFF, RULE II.3D.2 IN ORDER OT PROVIDE BILLS ON ACTUAL READINGS, WE MUST HAVE ACCESS TO YOUR METER(S). IF YOU DO NOT CONTROL ACCESS TO YOUR METER(S), PLEASE FILL IN THIS SECTION.

WHO CONTROLS ACCESS TO YOUR METER:

Name: _____

Address: _____
Number Street Suite No. Village Zip

Telephone Numbers: _____ Account Number: _____

Issued by: Joseph F. Bodanza, Senior Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 84
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF LI REVISION: 1
INITIAL EFFECTIVE DATE: 04/15/05 SUPERSEDIING REVISION: 0
STAMPS:

GENERAL INFORMATION**IV. Forms for Gas Service (continued):****1 B. Application and Contract, Non-Residential Customers (continued):****PART 3 - SERVICE AND RATE CLASSIFICATION INFORMATION**

Rates for each service classification are different because the cost to provide service is different. You, the customer, qualify for a service classification if you meet the eligibility conditions of that classification. Further, we will endeavor to assist in the selection of your most favorable rate classification.

If served by multiple rate classifications at the same location, you will not be permitted switchable thermal requirements (gas) between the multiple classifications.

To insure proper billing, you must notify us in writing if use of service or equipment changes in the future.

Please answer the following questions accurately and completely. The information provided here will assist us in determining the proper service classification for your account. If service information you provide is inaccurate or incomplete, you may be subject to backbilling or may be precluded from receiving a refund for overcharges from the resulting incorrect billing.

Type of Business: _____ Size of Your Premises: _____

Do you plan to live at the premises? ☐ Yes ☐ No

If yes, will the service be used primarily for residential purposes?
☐ Yes ☐ No

PREMISES USED FOR:

☐ CHURCH ☐ FACTORY ☐ RESTAURANT/CATERING HALL ☐ OFFICE
☐ SCHOOL ☐ HOSPITAL ☐ NURSING/ADULT HOME ☐ RETAIL
☐ WAREHOUSE ☐ DAY CARE CTR. ☐ MULTI FAMILY DWELLINGS ☐ THEATRE
☐ 5 OR MORE UNITS ☐ OTHER (Specify: _____)

Does the premises contain a community room, cafeteria or meeting room which holds 70 or more people? ☐ Yes ☐ No

Normal Occupancy: ☐ 70 or More ☐ Less than 70

Type of Heat: ☐ Gas ☐ Electric ☐ Oil ☐ Other: _____

What type of business previously occupied this location?

Issued by: Joseph F. Bodanza, Senior Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 85
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF LI REVISION: 1
INITIAL EFFECTIVE DATE: 04/15/05 SUPERSEDIING REVISION: 0
STAMPS:

GENERAL INFORMATION

IV. Forms for Gas Service (continued):
1 B. Application and Contract, Non-Residential Customers (continued):

PART 3 - SERVICE AND RATE CLASSIFICATION INFORMATION (continued)**GAS Estimated Monthly Connected Load (Therms/Month)**

1) Service Used for:

☐ Cooking _____
☐ Hot Water _____
☐ Heating _____
☐ Air Conditioning _____
☐ Vehicular Fuel _____
 Alternate Type _____
☐ Temperature Controlled _____
☐ Interruptible _____
☐ Transportation _____

2) Is your application for new or additional gas use at this location?

☐ Yes ☐ No

If **YES**, your representative will verify the availability of gas supply at your location and will contact you with this information.

3) Is there any significant change in use from the previous customer?

☐ Yes ☐ No

Describe the change: _____

Issued by: Joseph F. Bodanza, Senior Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 86
 COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF LI REVISION: 2
 INITIAL EFFECTIVE DATE: 04/18/05 SUPERSEDIING REVISION: 1
 STAMPS:

GENERAL INFORMATION

IV. Forms for Gas Service (continued):
1 B. Application and Contract, Non-Residential Customers (continued):

PART 4 - DEPOSIT INFORMATION

New non-residential customers are required to pay a deposit when applying for service. The deposit amount shall not exceed the cost of twice the expected monthly usage for a peak season. The deposit is subject to later upward or downward revision based on actual subsequent billing. You may request that your account be reviewed in order to assure that the deposit is not excessive. Deposit alternatives which provide a level of security equivalent to cash, such as irrevocable bank letters of credit and surety bonds, may be accepted.

PART 5 - SIGNATURE
FOR NEW SERVICE INSTALLATION:

THE APPLICANT CERTIFIES THAT: (Circle A or B)

- A) I am the owner of the real property onto which proposed service Facilities shall be installed and further, I am aware that the Utilities are not responsible for the permanent restoration on private property.
- B) I have obtained the permission of the owner to install Gas service facilities and further, that said owner is aware that the Utilities are not responsible for permanent restoration on private property.

In addition, applicant understands that if the Utility installs a new gas service facility at applicant's request and the service is not used within 6 months, applicant must pay for the entire installation cost in accordance with the Gas Tariff.

I/WE HEREBY CERTIFY THAT THE ABOVE NAMED CORPORATION/BUSINESS IS DULY ORGANIZED AND EXISTING UNDER THE LAWS OF: _____
 Name of State

The applicant further agrees to pay the applicable rates and charges for the gas service herein requested and that the applicant will be bound by and comply with the rules and regulations of the Company applicable thereto.

X

 Signature of Owner, Officer or Authorized Agent

 Date Signed

 Print Name and Title

 Signature of Utility Representative

 Empl. Number

 Date Signed

 Affix Corp. Seal Here
 (or Cash and Film Nos.) or Certified Copy
 Business Certificate if not a Corporation

Issued by: Joseph F. Bodanza, Senior Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 86.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF LI REVISION: 0
INITIAL EFFECTIVE DATE: 04/15/05 SUPERSEDIING REVISION:
STAMPS:

GENERAL INFORMATION

IV. Forms for Gas Service (continued):
1 B. Application and Contract, Non-Residential Customers (continued):

PART 6 - PLEASE DO NOT WRITE IN THIS AREA - FOR OFFICE USE ONLY

ACCOUNT NUMBER: _____

CATEGORY CODE: _____

GAS RATE CODE: _____

DEPOSIT AMOUNT: _____

RECEIPT NUMBER: _____

DATE PAID: _____

Issued by: Joseph F. Bodanza, Senior Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 87
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 01/15/14 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with order in Case No. 13-M-0661 dated 11/18/13

GENERAL INFORMATION**IV. Forms for Gas Service (continued):**

1--Application and Contract (continued):

C. Deferred Payment Agreement - Non-Residential

Date:

Account Number:

Signed Agreement must be returned by:

DEFERRED PAYMENT AGREEMENTABOUT THIS AGREEMENT

This is an agreement between and the KeySpan Gas East Corporation D/B/A Brooklyn Union of Long Island ("Brooklyn Union") that service will be maintained provided returns a signed copy and makes payments to "Brooklyn Union" in accordance with this agreement.

ACCOUNT STATUS

Arrears Due \$

Current Charges Due \$

Total Charges Due \$

TERMS OF THE AGREEMENT

Current Charges \$ Due by

Down Payment \$ Due by

_____ Installments of \$ every days beginning

Final Installment Amount \$

IN ADDITION, ALL CURRENT CHARGES ON FUTURE BILLS ARE DUE AND PAYABLE UPON RECEIPT.

LATE PAYMENT CHARGES

Agreement amount may be subject to Late Payment Charges.

A total of \$ in Late Payment Charges may be accrued during the term of this agreement. Late Payment Charges are calculated at 1/2% per month (19.56% annually) on all arrears. Late Payment Charges will appear on your regular bill. The total amount of Late Payment Charges may vary if you make payments earlier or later than the payment due dates.

"BROOKLYN UNION" YOUR SIGNATURE IS REQUIRED ON THE REVERSE SIDE
IF YOU ACCEPT THE TERMS OF THIS AGREEMENT

Issued by: William J. Akley, President, Hicksville, NY

PSC NO: 1 GAS LEAF: 88
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 12/06/13 SUPERSEDING REVISION: 0
STAMPS:

GENERAL INFORMATION**IV. Forms for Gas Service (continued):**

1--Application and Contract (Continued):

C. Deferred Payment Agreement - Non-Residential (continued):

WHAT HAPPENS IF PAYMENT IS NOT MADE

If payment is not made according to the terms of this agreement, we will offer you one opportunity to bring the agreement to date. If the agreement is not brought up to date, we will issue a Final Termination Notice and require full immediate payment of your overdue bill to assure continued service.

BUDGET BILLING OPTION**Non-Residential Accounts**

You may be eligible for our Budget Billing Plan which allows you to pay for your service in equal monthly installments, and wish to enroll, check the box below and we will start you on the our plan immediately. A brochure describing the plan in more detail is enclosed. Contact one of our Customer Relations offices listed below if you have any questions about our Budget Billing Plan.

YES! I WOULD LIKE BUDGET BILLING

ACCEPTANCE OF AGREEMENT

If you are unable to pay according to the terms of this agreement, please do not sign. Instead, contact our office immediately.

I agree to the terms set forth in this agreement.

Customer/Agent Name _____ Telephone # _____
Please Print

Customer/Agent Signature _____ Date _____

If we do not receive a signed copy of this agreement by the due date on the front of this form, you may be required to pay immediately the total arrears due on your account. Failure to pay the amount due may result in termination of your service.

**TERMS OF THIS AGREEMENT ACCEPTED BY: KEYSpan GAS EAST CORPORATION D/B/A
BROOKLYN UNION OF LONG ISLAND**

Issued by: William J. Akley, President, Hicksville, NY

Received: 02/16/1999

Status: EFFECTIVE

Effective Date: 07/01/1999

..DID: 7395

..TXT: PSC NO: 1 GAS

LEAF: 89

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0

INITIAL EFFECTIVE DATE: 03/18/99

SUPERSEDING REVISION:

STAMPS:

Effective date postponed to 07/01/99. See Supplement No. 2, 1, 1

RECEIVED: 02/16/99 STATUS: Effective EFFECTIVE: 07/01/99

GENERAL INFORMATION

IV. Forms for Gas Service (continued):

1--Application and Contract (Continued):

C. Deferred Payment Agreement - Non-Residential (continued):

IF YOU HAVE ANY QUESTIONS REGARDING THIS AGREEMENT YOU CAN CONTACT US 24 HOURS A DAY, 7 DAYS A WEEK AT _____ [telephone number]. If you are calling from outside the area served by the 800 number, you can reach us at _____ [telephone number]. This agreement conforms with New York State Public Service Commission regulations. If you require any additional assistance, you may contact them at _____ [telephone number].

OFFICES: Open 8:30 a.m. to 5:00 p.m., Monday to Friday, except holidays.

Bellmore - 2400 Sunrise Hwy., 11710
Brentwood - 1650 Islip Ave., 11717
Bridgehampton - Montauk Hwy., 11932
Coram - 2045 Route 112, 11776
Hewlett - 455 Mill Rd., 11557
Hicksville - 175 E. Old Country Rd., 11801
Melville - 1800 Old Walt Whitman Rd., 11747
Patchogue - 460 E. Main St., 11772
Riverhead - 117 Doctors Path, 11901
Roslyn Heights - 250 Willis Ave., 11704
West Babylon - 510 Park Ave., 11704

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

Effective date postponed to 07/01/99. See Supplement No. 2, 1, 1

..DID: 7397

..TXT: PSC NO: 1 GAS

LEAF: 90

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0

INITIAL EFFECTIVE DATE: 03/18/99

SUPERSEDING REVISION:

STAMPS:

Effective date postponed to 07/01/99. See Supplement No. 2, 1, 1

RECEIVED: 02/16/99 STATUS: Effective EFFECTIVE: 07/01/99

GENERAL INFORMATION**IV. Forms for Gas Service (continued):**

1--Application and Contract (Continued):

D. Deferred Payment Agreement - Residential

"BROOKLYN UNION"John Doe
10 Main St.
Anytown, N.Y. 12345

Date:

Account Number:

Signed Agreement must be
returned by:John Doe
10 Main St.
Anytown, N.Y. 12345**DEFERRED PAYMENT AGREEMENT**ABOUT THIS AGREEMENT

This is an agreement between _____ and the KeySpan Gas East Corporation D/B/A Brooklyn Union of Long Island ("Brooklyn Union") whereby "Brooklyn Union" agrees to provide service and in return Mr./Mrs _____ agrees to make payment to "Brooklyn Union" in accordance with the terms described below.

TERMS OF THE AGREEMENT

Past Due \$ _____
 Current Charges Due \$ _____
 Total Charges Due \$ _____
 Downpayment \$ _____ Due by _____
 _____ installment amount \$ _____ every _____ days beginning _____
 Final installment amount \$ _____

IN ADDITION, CURRENT CHARGES ON FUTURE BILLS MUST BE PAID BY THE DATE STAMPED ON YOUR BILL.

PAYMENT AGREEMENT RULES

The purpose of this agreement is to establish a fair schedule for you to pay your overdue bill based on your ability to pay. If you can show that you are unable to make these payments, other terms will be arranged. Depending on your circumstances, you may not be required to make a downpayment and monthly payments may be as low as \$10.00 per month.

This agreement can be changed if your ability to pay changes for reasons you cannot control. If a change is needed, please call us or come in to our office.

If you receive public assistance or supplemental security income, you may be eligible for help in paying your utility bills. If so, you may wish to call or visit your local Social Services office.

"BROOKLYN UNION"

**SIGNATURE REQUIRED ON THE REVERSE SIDE
 IF YOU ACCEPT THE TERMS OF THIS AGREEMENT**

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 91
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 12/06/13 SUPERSEDING REVISION: 0
STAMPS:

GENERAL INFORMATION**IV. Forms for Gas Service (continued):**

1D. Application and Contract, Deferred Payment Agreement - Residential
(continued):

WHAT HAPPENS IF PAYMENT IS NOT MADE

If payment is not made according to the terms of this agreement, we will offer you one opportunity to bring the agreement to date. If the agreement is not brought up to date, we will issue a Final Termination Notice and require full immediate payment of your overdue bill to assure continued service.

BUDGET BILLING OPTION**Residential Accounts**

If you are not already enrolled in our Budget Billing Plan which allows you to pay for your service in equal monthly installments, and wish to enroll, check the box below and we will start you on our plan immediately. A brochure describing the plan in more detail is enclosed. Contact one of our Customer Relations offices listed below if you have any questions about our Budget Billing Plan.

YES! I WOULD LIKE BUDGET BILLING

ACCEPTANCE OF AGREEMENT

If you are unable to pay according to the terms of this agreement, please do not sign. Instead, contact our office immediately.

I agree to the terms set forth in this agreement.

Customer/Agent Name _____ Telephone # _____
Please Print

Customer/Agent Signature _____ Date _____

If we do not receive a signed copy of this agreement by the due date on the front of this form, you may be required to pay immediately the total arrears due on your account. Failure to pay the amount due may result in termination of your service.

Issued by: William J. Akley, President, Hicksville, NY

Received: 02/16/1999

Status: EFFECTIVE

Effective Date: 07/01/1999

..DID: 7399

..TXT: PSC NO: 1 GAS

LEAF: 92

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0

INITIAL EFFECTIVE DATE: 03/18/99

SUPERSEDING REVISION:

STAMPS:

Effective date postponed to 07/01/99. See Supplement No. 2, 1, 1

RECEIVED: 02/16/99 STATUS: Effective EFFECTIVE: 07/01/99

GENERAL INFORMATION

IV. Forms for Gas Service (continued):

- 1D. Application and Contract, Deferred Payment Agreement - Residential
(continued):

**TERMS OF THIS AGREEMENT ACCEPTED BY: KEYSpan GAS EAST CORPORATION D/B/A
BROOKLYN UNION OF LONG ISLAND**

IF YOU HAVE ANY QUESTIONS REGARDING THIS AGREEMENT YOU CAN CONTACT US 24 HOURS A DAY, 7 DAYS A WEEK AT _____ [telephone number]. If you are calling from outside the area served by the 800 number, you can reach us at _____ [telephone number]. This agreement conforms with New York State Public Service Commission regulations. If you require any additional assistance, you may contact them at _____ [telephone number].

OFFICES: Open 8:30 a.m. to 5:00 p.m., Monday to Friday, except holidays.

Bellmore - 2400 Sunrise Hwy., 11710
Brentwood - 1650 Islip Av., 11717
Bridgehampton - Montauk Hwy., 11932
Coram - 2045 Route 112, 11776
Hewlett - 455 Mill Rd., 11557
Hicksville - 175 E. Old Country Rd., 11801
Melville - 1800 Old Walt Whitman Rd., 11747
Patchogue - 460 E. Main St., 11772
Riverhead - 117 Doctors Path, 11901
Roslyn Heights - 250 Willis Ave., 11577
West Babylon - 510 Park Ave., 11704

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

Effective date postponed to 07/01/99. See Supplement No. 2, 1, 1

PSC NO: 1 GAS LEAF: 93
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 5
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 3
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

GENERAL INFORMATION

Reserved for Future Use

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 94
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 7
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 5
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

GENERAL INFORMATION

Reserved for Future Use

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 95
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

GENERAL INFORMATION

Reserved for Future Use

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 96
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

GENERAL INFORMATION

Reserved for Future Use

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 97
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION:0
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

GENERAL INFORMATION

Reserved for Future Use

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

..DID: 7400

..TXT: PSC NO: 1 GAS

LEAF: 98

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0

INITIAL EFFECTIVE DATE: 03/18/99

SUPERSEDING REVISION:

STAMPS:

Effective date postponed to 07/01/99. See Supplement No. 2, 1, 1

RECEIVED: 02/16/99 STATUS: Effective EFFECTIVE: 07/01/99

GENERAL INFORMATION**IV. Forms for Gas Service (continued):**

.1 Application and Contract (continued):

F. Firm Transportation Service Agreement

KEYSPAN GAS EAST CORPORATION D/B/A BROOKLYN UNION OF LONG ISLAND**Service Classification No. 5****Firm Transportation Service Agreement****To KeySpan Gas East Corporation D/B/A Brooklyn Union of Long Island:**

_____ (Customer) is a qualified Seller pursuant to KeySpan Gas East Corporation D/B/A Brooklyn Union of Long Island ("Brooklyn Union") Service Classification No. 5C and will arrange for the purchase of natural gas for delivery to "Brooklyn Union" for subsequent redelivery to Customer at _____ (Location) under the terms of Service Classification No. 5.

OR

_____ (Customer) has contracted with _____ (Seller - a qualified seller pursuant to "Brooklyn Union" Service Classification No. 5C) to deliver natural gas to "Brooklyn Union" for subsequent redelivery to customer at _____ (Location) under the terms of Service Classification No. 5.

At least 30 days before the commencement of service for each annual service term, "Brooklyn Union" will calculate the customer's Daily Transportation Quantity (DTQ) of natural gas for each month of the term. Seller is obligated to deliver or cause to be delivered to "Brooklyn Union" at the City Gate the customer's DTQ each day of the service term adjusted during the term to reflect the customer's usage. "Brooklyn Union" may also adjust the customer's DTQ during the term due to changes in the customer's gas equipment or pattern of usage and address balances contained in the customer's Commodity Account as described in Service Classification No. 5. Customer understands and agrees as follows:

- (I) Customer shall take and pay for the service in accordance with Service Classification No. 5 and is bound by the terms and conditions contained therein and in accordance with any changes or modifications thereof as approved by the Public Service Commission of the State of New York;
- (ii) Customer's term shall begin on and shall expire twelve months thereafter. This term will be extended for additional twelve month periods unless otherwise terminated pursuant to Service Classification No. 5;
- (iii) Customer warrants that all information provided to "Brooklyn Union" for the purpose of qualifying for service under Service Classification No. 5 is true and accurate and Customer acknowledges that such information has been provided to "Brooklyn Union" for the purpose of inducing "Brooklyn Union" to provide service pursuant to Service Classification No. 5;
- (iv) Seller has satisfied the credit criteria for Sellers pursuant to Service Classification No. 8 and is a qualified Seller without providing security to "Brooklyn Union", or has provided "Brooklyn Union" with an advance deposit, or a standby irrevocable letter of credit, a security interest in collateral, or a guarantee of payment by another person or entity, acceptable to "Brooklyn Union" as Security to ensure performance pursuant to Service Classification No. 8;

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

..DID: 7401

..TXT: PSC NO: 1 GAS

LEAF: 99

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0

INITIAL EFFECTIVE DATE: 03/18/99

SUPERSEDING REVISION:

STAMPS:

Effective date postponed to 07/01/99. See Supplement No. 2, 1, 1

RECEIVED: 02/16/99 STATUS: Effective EFFECTIVE: 07/01/99

GENERAL INFORMATION**IV. Forms for Gas Service (continued):****.1 Application and Contract (continued);****F. Firm Transportation Service Agreement (continued):**

- (v) Customer and Seller hereby acknowledge that they have current, fully executed agreements with each other to supply natural gas and to have such natural gas delivered to "Brooklyn Union";
- (vi) If any provision herein is construed to be inconsistent with Service Classification Nos. 5 or 8, Customer acknowledges that the provisions of Service Classification Nos. 5 or 8 as modified and approved by the New York State Public Service Commission shall govern; and
- (vii) "Brooklyn Union's" waiver or Seller's waiver of any one or more of the provisions of this Service Agreement and/or Service Classification Nos. 5 and 8 shall not operate or be construed as a future waiver of any provision or future provision, whether of a like or different character.

Seller as Customer's Agent

_____ Customer hereby authorizes _____, Seller, to act as Customer's agent to act on Customer's behalf in all matters between Customer and "Brooklyn Union" under Service Classification No. 5, including, as a replacement shipper in released pipeline capacity transactions.

OR

_____ Customer chooses to act on its own behalf in all matters between Customer and "Brooklyn Union" under Service Classification No. 5.

Metering

_____ Customer hereby elects not to have a remote reading device installed and will accept the accuracy of "Brooklyn Union's" estimated meter readings for the purpose of adjusting customer's monthly DTQs.

OR

_____ Customer hereby elects to have a remote reading device installed at customer's cost under the provisions of Service Classification No. 5.

Seasonal Delivery Option

_____ Yes

_____ No

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

Received: 02/16/1999

Status: EFFECTIVE

Effective Date: 07/01/1999

..DID: 7564

..TXT: PSC NO: 1 GAS

LEAF: 100

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0

INITIAL EFFECTIVE DATE: 03/18/99

SUPERSEDING REVISION:

STAMPS:

Effective date postponed to 07/01/99. See Supplement No. 2, 1, 1

RECEIVED: 02/16/99 STATUS: Effective EFFECTIVE: 07/01/99

GENERAL INFORMATION

IV. Forms for Gas Service (continued):

.1 Application and Contract (continued);

F. Firm Transportation Service Agreement (continued):

ACCEPTED:

Account Number

Customer

Seller

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Instructions

- * Customer should read this Service Agreement and Service Classification Nos. 5 and 8 before executing this Agreement.
- ** After executing this Service Agreement, Customer should send this Agreement to a qualified Seller.
- *** Seller should execute this Service Agreement and the Seller Agreement. Executed Service Agreements for all of Seller's Customers and a single executed Seller Agreement shall be submitted to "Brooklyn Union's" Customer Assistance Center at least 45 days before the anticipated commencement of service to a Customer under Service Classification No. 5.

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

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Received: 02/16/1999

Status: EFFECTIVE

Effective Date: 07/01/1999

..DID: 7565

..TXT: PSC NO: 1 GAS

LEAF: 101

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0

INITIAL EFFECTIVE DATE: 03/18/99

SUPERSEDING REVISION:

STAMPS:

Effective date postponed to 07/01/99. See Supplement No. 2, 1, 1

RECEIVED: 02/16/99 STATUS: Effective EFFECTIVE: 07/01/99

GENERAL INFORMATION

IV. Forms for Gas Service (continued):

.1 Application and Contract (continued):

Firm Transportation Service Agreement (continued):

KEYSPAN GAS EAST CORPORATION D/B/A BROOKLYN UNION OF LONG ISLAND
Service Classification No. 5
Annual Calculated DTQs and Load Factor

Customer:

Service Agreement Effective Date:

Load Factor:

DTQs without Seasonal
Delivery Service:

DTQs with Seasonal
Delivery Service:

Winter Period

Winter Period

Month DTQ (Therms)

Month DTQ (Therms)

November
December
January
February
March

Summer Period

Summer Period

Month DTQ (Therms)

Month DTQ (Therms)

April
May
June
July
August
September
October

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

Effective date postponed to 07/01/99. See Supplement No. 2, 1, 1

PSC NO: 1 GAS LEAF: 102
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 5
INITIAL EFFECTIVE DATE: 12/01/21 SUPERSEDING REVISION: 4
STAMPS:

GENERAL INFORMATION**IV. Forms for Gas Service (continued):****.1 Application and Contract (continued):****G. Seller Service Agreement**

**KEYSPAN GAS EAST CORPORATION d/b/a National Grid
Service Classification No. 8
Seller Service Agreement**

THIS AGREEMENT entered into this ____ day of _____, _____, by and between KeySpan Gas East Corporation d/b/a National Grid, 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. 8 ("SC 8") pursuant to which the Company offers a seller service to qualifying sellers of gas;

WHEREAS, Seller is aggregating a Pool of one or more Customers taking transportation service under either Service Classification No. 5 ("SC 5"), Service Classification No. 7 ("SC 7") or Service Classification No. 19 ("SC 19");

WHEREAS, Seller has requested Company provide SC 8 Seller 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. Seller Service

- (a) Seller represents and warrants that Seller qualifies for service under SC 8.
- (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".
- (c) 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

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

PSC NO: 1 GAS LEAF: 103
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 12/01/21 SUPERSEDING REVISION: 2
STAMPS:

GENERAL INFORMATION

IV. Forms for Gas Service (continued):

.1 Application and Contract (continued):

G. Seller Service Agreement (continued):

- (d) Seller represents that each of the customers listed in Appendix "A" qualifies for service under SC 5, SC 7 or SC 19, meets the applicability requirements specified in SC 8 and qualifies for the Company Balancing Program selected in (b).

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, interruptible or temperature-controlled basis, as determined by the nature of the transportation service received by the Customers in the Pool.

3. 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 8 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 8, or the Tariff, as may be deemed necessary by the Company to assure just and reasonable rates and charges.

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

PSC NO: 1 GAS LEAF: 103.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0
INITIAL EFFECTIVE DATE: 11/01/14 SUPERSEDING REVISION:
STAMPS:

GENERAL INFORMATION**IV. Forms for Gas Service (continued):****.1 Application and Contract (continued):****G. Seller Service Agreement (continued):****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 8, 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 8, 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.

6. Seller understands and agrees as follows:

- (a) Seller warrants that all information provided to the Company for the purpose of qualifying for service under SC 8 is true and accurate and Seller acknowledges that such information has been provided to the Company for the purpose of inducing the Company to provide service pursuant to Service Classification No. 8.

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

PSC NO: 1 GAS LEAF: 103.2
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 12/01/21 SUPERSEDING REVISION: 1
STAMPS:

GENERAL INFORMATION

IV. Forms for Gas Service (continued):

.1 Application and Contract (continued):

G. Seller Service Agreement (continued):

- (b) Seller has satisfied the credit criteria for Sellers pursuant to SC 8 and is a qualified Seller without providing security to the Company, or has provided the Company with an advance deposit, or a standby irrevocable letter of credit, a security interest in collateral, or a guarantee of payment by another person or entity, acceptable to the Company, as Security to ensure performance pursuant to SC 8. The amount of security required to ensure performance will be periodically reviewed by the Company and Sellers agree to increase or reduce such security as the Company determines is necessary to reflect increases or decreases in the DDQ of Customers that are supplied natural gas by Seller. The Company will respond within ten days to a grievance filed by a Seller that is denied service under SC 8 for failure to satisfy the credit criteria.
- (c) Seller hereby acknowledges that its obligations to deliver natural gas to the Company under SC 8 will not be abated by any circumstance, including a breach of the obligations by any Customer to the Seller, except for events of Force Majeure as specified under SC 8 or actions by the Company that prevent performance by Seller.
- (d) If any provision herein is construed to be inconsistent with SC 5, SC 7, SC 8 or SC 19, Seller acknowledges that the provisions of SC 5, SC 7, SC 8 or SC 19 as modified and approved by the New York State Public Service Commission shall govern.
- (e) The Company's waiver or Seller's waiver of any one or more of the provisions of this Service Agreement and/or SC 5, SC 7, SC 8 and SC 19 shall not operate or be construed as a future waiver of any provision or future provision, whether of a like or different character.

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

PSC NO: 1 GAS LEAF: 104
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 05/01/16 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with Order in C. 14-G-0330 and C. 06-G-1186 dated 10/23/14

GENERAL INFORMATION**IV. Forms for Gas Service (continued):****.1 Application and Contract (continued):****G. Seller Service Agreement (continued):****6. Seller Provisions (continued)**

(f) 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, charge and other requirements applicable as a result of the change.

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.

KEYSPAN GAS EAST CORPORATION
d/b/a NATIONAL GRID

By: _____

Title: _____

By: _____

Title: _____

ACCEPTED:

Seller

By:

Title:

Date:

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

Effective date postponed to 10/01/2016. See Supplement No. 65.

PSC NO: 1 GAS LEAF: 105
COMPANY: KEYSPAN GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 11/01/14 SUPERSEDING REVISION: 0
STAMPS:

GENERAL INFORMATION

IV. Forms for Gas Service (continued);

.1 Application and Contract (continued):

G. Seller Service Agreement (continued):

KEYSPAN GAS EAST CORPORATION d/b/a NATIONAL GRID

Service Classification No. 8

APPENDIX A

CUSTOMER NAME	ACCOUNT NUMBER	ANNUAL USAGE	OUTLET OF METER
----------------------	-----------------------	---------------------	------------------------

Total Annual Usage:

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

PSC NO: 1 GAS LEAF: 106
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 12
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 10
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

GENERAL INFORMATION

Reserved for Future Use

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 107
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 12
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 10
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

GENERAL INFORMATION

Reserved for Future Use

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 108
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 10
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 8
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

GENERAL INFORMATION

Reserved for Future Use

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 109
COMPANY: KEYSPAN GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 6
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 4
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

GENERAL INFORMATION

Reserved for Future Use

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

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PSC NO: 1 GAS LEAF: 110
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION:0
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

GENERAL INFORMATION

Reserved for Future Use

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 111
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

GENERAL INFORMATION**IV. Forms for Gas Service (continued):****.1 Application and Contract (continued):****I. Non-Firm Demand Response Service - Non-Residential Service Agreement**

KEYSPAN GAS EAST CORPORATION d/b/a NATIONAL GRID
Service Classification No. 18
Non-Firm Demand Response - Non-Residential Service Agreement

To KeySpan Gas East Corporation d/b/a National Grid

_____(Customer) requests that KeySpan Gas East Corporation d/b/a National Grid ("National Grid") supply natural gas under the provisions of Service Classification No. 18 to its premises located at the service address listed below. Customer (has) or (does not have) dual fuel capability. Customer will be subject to the interruption provisions in Service Classification No. 18.

Business Name: _____ Account # _____
Company or
Corporation Name: _____ Telephone # _____
Service Address: _____ Zip: _____
Mailing Address: _____ Zip: _____

Service Classification No. _____. Grid # _____
Contact Telephone No.: _____
Alt Rate Code _____

Service Start _____

Check off applicable rate below:

Tier 1 _____
Customers with fully automatic switchover equipment

Tier 2 _____
Customers with semi-automatic or manual switching capability

Customer understands and agrees as follows:

- (i) 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.
- (ii) To comply with the rules and regulations set forth in the Rules, Regulations and General Information for Gas Service, P.S.C. No. 1 and any amendments thereof, in effect and on file with the Public Service Commission.

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

PSC NO: 1 GAS LEAF: 112
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

GENERAL INFORMATION**IV. Forms for Gas Service (Continued):**

1. Application and Contract (Continued):

I. Non-Firm Demand Response - Non-Residential Service Agreement
(continued):

This Agreement shall inure to the benefit of and bind the successors and assigns of the parties hereto.

ACCEPTED:

Customer

KeySpan Gas East Corporation D/B/A
National Grid

By: _____

By:

Title: _____

Title:

Date: _____

Date:

Instructions

* Customer should read this Service Agreement and Service Classification No. 18 before executing this Agreement.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 113
 COMPANY: KEYSPAN GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
 INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 0
 STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

GENERAL INFORMATION**IV. Forms for Gas Service (Continued):****1. Application and Contract (Continued):****I. Non-Firm Demand Response - Non-Residential Service Agreement
(continued):**

Attachment A

Type Equipment Including Controller If Applicable	<u>Manufacturer</u>	<u>Model</u>	BTUH Input <u>Rating</u>	Maximum Hourly <u>Quantity</u>
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____
6. _____	_____	_____	_____	_____
7. _____	_____	_____	_____	_____
8. _____	_____	_____	_____	_____
9. _____	_____	_____	_____	_____
10. _____	_____	_____	_____	_____

Issued by David Doxsee, Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 114
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 9
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 7
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

GENERAL INFORMATION**IV. Forms for Gas Service (continued):****.1 Application and Contract (continued):****J. Non-Firm Demand Response Transportation Service Agreement**

KEYSPAN GAS EAST CORPORATION d/b/a NATIONAL GRID
Service Classification No. 19
Non-Firm Demand Response Transportation Service Agreement

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

(Customer) requests that National Grid provide Non-Firm Demand Response transportation service of natural gas to Customer at: _____
(Service Location) under the terms of Service Classification No. 19. Customer (has) or (does not have) a dual fuel capability. Customer will be subject to the interruption provisions in Service Classification No. 19.

Business Name: _____ Account# _____

Company or
Corporation Name: _____ Telephone# _____
Service Address: _____ Zip: _____
Mailing Address: _____ Zip: _____
Service Classification No. _____ Grid# _____
Service Start _____

Check off applicable rate below:

Tier 1 _____
Customer with fully automatic switchover capability

Tier 2 _____
Customers with semi-automatic or manual switchover capability

Option: (Please check one)

☐ Daily Balancing Transportation Service
(see Leaf Nos. 159.1, 159.1.1 and 159.1.2 for requirements)
or

☐ Monthly Balancing Transportation Service
(see Leaf Nos. 158.1 and 159 for requirements)

Seller of Gas
Customer designates _____
to be its Seller of gas hereunder.

Customer understands and agrees as follows:

1. Upon the customer's request, "National Grid" will estimate the customer's Annualized Transportation Quantity, based upon the equipment specified as Attachment A, hereto, to determine if the Customer has the capability of consuming at least 2,000 dth per year to qualify for service under Service Classification No. 19.

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

PSC NO: 1 GAS LEAF: 115
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 6
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 4
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

GENERAL INFORMATION

IV. Forms for Gas Service (continued):

.1 Application and Contract (continued):

J. Non-Firm Demand Response Transportation Service Agreement (continued):

2. Customer shall take and pay for the service in accordance with Service Classification No. 13 and is bound by the terms and conditions contained therein and in accordance with any changes or modifications thereof as approved by the Public Service Commission of the State of New York;

3. Customer's term shall begin on _____ and shall expire twelve months thereafter unless otherwise terminated pursuant to Service Classification No. 19. This term will be extended for additional twelve month periods unless the Customer or National Grid has provided sixty (60) days prior written notice of termination. Upon such termination, the Customer shall pay for all service rendered through effective date of termination.

4. Customer warrants that all information provided to "National Grid" for the purpose of qualifying for service under Service Classification No. 19 is true and accurate and Customer acknowledges that such information has been provided to "National Grid" for the purpose of inducing "National Grid" to provide service pursuant to Service Classification No. 19;

5. The Customer acknowledges and agrees that the supply and transportation of Customer purchased gas to an existing Receipt Point(s) of the company's gas facilities shall be solely the responsibility of the Customer;

6. Customer is responsible for the costs associated with the installation and maintenance of 1) remote and automatic meter reading devices ("telemetering") and 2) any new facilities required for the company's provision of service to Customer pursuant to Special Provision (1) of Service Classification No. 19; If telemetering equipment is inoperative for customer controlled reasons for a period of time greater than eight weeks, the customer shall be returned to the appropriate sales rate for a minimum term of 12 months.

7. Under Service Classification No. 19, service shall be provided at either Tier 1 or Tier 2 set forth under Service Classification No. 19;

8. Service to customers will be interrupted when the temperature drops below the temperature level specified by the Company. Temperature settings of the control devices, whether automatic or semi-automatic, will be established solely by the Company as set forth in Service Classification No. 19. For gas consumed during an interruption period without expressed written authorization of the Company, The Company will impose a penalty charge as specified in the Company's SC-19 Tariff.

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

PSC NO: 1 GAS LEAF: 116
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 7
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 5
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

GENERAL INFORMATION

IV. Forms for Gas Service (continued):

.1 Application and Contract (continued):

J. Non-Firm Demand Response Transportation Service Agreement (continued):

9. All rates and charges under the Service Classification No. 19 tariff are subject to increase pursuant to Rule III.2 of the tariff where service is provided to a Customer in a municipality;

10. Charges for transportation of gas are applicable to quantities metered at the customer's Service Location;

11. The Customer or Supplier will provide "National Grid" with a nomination schedule daily in the Timely Cycle for the next gas day's deliveries. All deliveries are expected to be load following.

12. The Customer or Supplier will abide by all requirements and procedures as specified in National Grid's Gas Transportation Operating Procedures Manual.

13. The Customer represents that the seller is authorized to act as its agent in all dealings with "National Grid" including, but not limited to, the submittal of daily Customer nomination schedules. The Customer accepts full responsibility for all acts committed by such agent. The customer must provide "National Grid" with at least ten (10) days written notice of changes in a customer's agent before the new agent may nominate deliveries on "National Grid's" system;

14. The Company may not accept the customer's nomination to the Company's City Gate if the Company has interrupted service to the customer's facilities;

15. If any provision herein is construed to be inconsistent with Service Classification No. 19, Customer acknowledges that the provisions of Service Classification No. 19 as modified and approved by the New York State Public Service Commission shall govern; and

16. "National Grid's" waiver of any one or more of the provisions of this Service Agreement and/or Service Classification No. 19 shall not operate or be construed as a future waiver of any provision or future provision, whether of a like or different character.

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

PSC NO: 1 GAS LEAF: 117
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 5
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 3
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

GENERAL INFORMATION

IV. Forms for Gas Service (continued);

.1 Application and Contract (continued):

**J. Non-Firm Demand Response Transportation Service Agreement
(continued):**

ACCEPTED:

Customer Keyspan Gas East Corporation
d/b/a National Grid

By: _____

By:

Title: _____

Title:

Date: _____

Date:

Instructions

* Customer should read this Service Agreement and Service Classification No. 19 before executing this Agreement.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 118
 COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
 INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION:0
 STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

GENERAL INFORMATION

IV. Forms for Gas Service (continued):

1. Application and Contract (continued):

J. Non-Firm Demand Response Transportation Service Agreement (continued):

Attachment A

<u>Type Equipment Including Controller, If Applicable</u>	<u>Manufacturer</u>	<u>Model</u>	<u>BTUH Input Rating</u>	<u>Maximum Hourly Quantity</u>
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____
6. _____	_____	_____	_____	_____
7. _____	_____	_____	_____	_____
8. _____	_____	_____	_____	_____
9. _____	_____	_____	_____	_____
10. _____	_____	_____	_____	_____

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

..DID: 7543

..TXT: PSC NO: 1 GAS

LEAF: 119

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0

INITIAL EFFECTIVE DATE: 03/18/99

SUPERSEDING REVISION:

STAMPS:

Effective date postponed to 07/01/99. See Supplement No. 2, 1, 1

RECEIVED: 02/16/99 STATUS: Effective EFFECTIVE: 07/01/99

GENERAL INFORMATION**IV. Forms for Gas Service****2--Certificate of Insulation Compliance for Existing Residential Dwellings****A. For Signature of Owner****KEYSPAN GAS EAST CORPORATION D/B/A BROOKLYN UNION OF LONG ISLAND CERTIFICATE OF COMPLIANCE DWELLING CONVERTING TO GAS SPACE HEAT**

I am aware that the Minimum Insulation Standards for
 (Owner print)
 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.

The undersigned attests that all statements and representations contained in
 this certificate are true and accurate.

.....
Signature of Owner.....
Address

Dated

B. For Signature of Contractor or Company Representative**KEYSPAN GAS EAST CORPORATION D/B/A BROOKLYN UNION OF LONG ISLAND CERTIFICATE OF COMPLIANCE DWELLING CONVERTING TO GAS SPACE HEAT**

I have inspected the building at
 (Location)

owned by and certify that
 (Owner)
 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
 representations contained in this certificate are true and accurate.

Dated

.....
Signature of Contractor or
Company Representative

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 11/01/14 SUPERSEDING REVISION: 3
STAMPS:

GENERAL INFORMATION (Cont.)

IV. Forms for Gas Service (continued):

.3 Power Plant Application and Contract

A. Procedures

**PROCEDURES FOR PROCESSING REQUESTS FROM ELECTRIC GENERATORS FOR GAS
TRANSPORTATION SERVICE UNDER SERVICE CLASSIFICATION NOS. 7 AND 14**

I. 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 "Application 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.
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 Facility") and (ii) the estimated time required to perform such work.

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

Effective date postponed to 08/01/2015. See Supplement No. 1.

PSC NO: 1 GAS LEAF: 119.2
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 11/01/14 SUPERSEDING REVISION: 3
STAMPS:

GENERAL INFORMATION (Cont.)

IV. Forms for Gas Service (continued):

.3 Power Plant Application and Contract (continued)

A.Procedures (continued)

**PROCEDURES FOR PROCESSING REQUESTS FROM ELECTRIC GENERATORS FOR GAS
TRANSPORTATION SERVICE UNDER SERVICE CLASSIFICATION NOS. 7 AND 14 (continued)**

- 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 II 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.

II. 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.

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

Effective date postponed to 08/01/2015. See Supplement No. 1.

PSC NO: 1 GAS LEAF: 119.3
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 11/01/14 SUPERSEDING REVISION: 3
STAMPS:

GENERAL INFORMATION (Cont.)

IV. Forms for Gas Service (continued):

.3 Power Plant Application and Contract (continued)

A. Procedures (continued)

**PROCEDURES FOR PROCESSING REQUESTS FROM ELECTRIC GENERATORS FOR GAS
TRANSPORTATION SERVICE UNDER SERVICE CLASSIFICATION NOS. 7 AND 14 (continued)**

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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: David B. Doxsee, Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.4
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 11/01/14 SUPERSEDING REVISION: 3
STAMPS:

GENERAL INFORMATION (Cont.)

IV. Forms for Gas Service (continued):

.3 Power Plant Application and Contract (continued)

B. Application

**APPLICATION FOR TRANSPORTATION SERVICE UNDER SERVICE CLASSIFICATION NOS. 7
AND 14**

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.
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.

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

Effective date postponed to 08/01/2015. See Supplement No. 1.

PSC NO: 1 GAS LEAF: 119.5
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 11/01/14 SUPERSEDING REVISION: 3
STAMPS:

GENERAL INFORMATION (Cont.)

IV. Forms for Gas Service (continued):

.3 Power Plant Application and Contract (continued)

B. Application (continued)

**APPLICATION FOR TRANSPORTATION SERVICE UNDER SERVICE CLASSIFICATION NOS. 7
AND 14 (continued)**

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 Customer's facility for purposes of determining available system pressure.
23. Estimated monthly load factor.

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

Effective date postponed to 08/01/2015. See Supplement No. 1.

PSC NO: 1 GAS LEAF: 119.6
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 11/01/14 SUPERSEDING REVISION: 3
STAMPS:

GENERAL INFORMATION (Cont.)

IV. Forms for Gas Service (continued):

.3 Power Plant Application and Contract (continued)

C. Transportation Service Agreement

**FORM OF SERVICE AGREEMENT
FOR NON-CORE TRANSPORTATION SERVICE
FOR ELECTRIC GENERATION
(Service Classification Nos. 7 and 14)**

THIS AGREEMENT entered into this ____ day of _____, _____, by and between KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF LONG ISLAND, 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. 7 (SC-7) and 14 (SC-14) pursuant to which the Company offers a non-core transportation service for electric generation to qualifying customers.

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.

NOW, THEREFORE, Company and Customer agree as follows:

1. Transportation Service.

(a) Customer represents and warrants that customer qualifies for service under either:

☐ SC-7.

☐ SC-14.

(b) Subject to the terms and conditions of this Agreement and the Tariff, Customer hereby agrees to nominate the Daily Nomination Quantity on the Electric Bulletin Board to Company. The Daily Nomination Quantity may not exceed the Maximum Daily Delivery Quantity of ____ dekatherms, exclusive of the factor of adjustment for system losses. Subject to the terms and conditions of this Agreement, the Tariff and the terms and conditions of SC-14, 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 the factor of adjustment for system losses.

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

PSC NO: 1 GAS LEAF: 119.7
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 11/01/14 SUPERSEDING REVISION: 3
STAMPS:

GENERAL INFORMATION (Cont.)

IV. Forms for Gas Service (continued):

.3 Power Plant Application and Contract (continued)

C. Transportation Service Agreement (continued)

**FORM OF SERVICE AGREEMENT
FOR NON-CORE TRANSPORTATION SERVICE
FOR ELECTRIC GENERATION
(Service Classification Nos. 7 and 14)**

(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).

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 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-14.

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-14, 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-14, or the Tariff, as may be deemed necessary by the Company to assure just and reasonable rates and charges.

Issued by: David B. Doxsee, Vice President, Hicksville, NY
Effective date postponed to 08/01/2015. See Supplement No. 1.

PSC NO: 1 GAS LEAF: 119.8
 COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
 INITIAL EFFECTIVE DATE: 11/01/14 SUPERSEDING REVISION: 3
 STAMPS:

GENERAL INFORMATION (Cont.)**IV. Forms for Gas Service (continued):****.3 Power Plant Application and Contract (continued)****C. Transportation Service Agreement (continued)**

**FORM OF SERVICE AGREEMENT
 FOR NON-CORE TRANSPORTATION SERVICE
 FOR ELECTRIC GENERATION
 (Service Classification Nos. 7 and 14)**

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-14, 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-14, 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 (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: KeySpan Gas East Corporation
 d/b/a National Grid
 175 East Old Country Road
 Hicksville, New York, 11801
 Attention: _____

If to Customer: _____

 Attention: _____

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

Effective date postponed to 08/01/2015. See Supplement No. 1.

PSC NO: 1 GAS LEAF: 119.9
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 11/01/14 SUPERSEDING REVISION: 3
STAMPS:

GENERAL INFORMATION (Cont.)

IV. Forms for Gas Service (continued):

.3 Power Plant Application and Contract (continued)

C. Transportation Service Agreement (continued)

**FORM OF SERVICE AGREEMENT
FOR NON-CORE TRANSPORTATION SERVICE
FOR ELECTRIC GENERATION
(Service Classification Nos. 7 and 14)**

10. Creditworthiness. In accordance with SC-14, as a condition to Company's execution of this Agreement, Customer shall guarantee payment of \$_____ (the "credit amount") by providing to Company (i) a letter of credit for the credit amount from a financial institution acceptable to Company; (ii) a prepayment of the credit amount, or (iii) a financial guarantee of the credit amount from a financial institution acceptable to the Company. Upon termination of this Agreement, the letter of credit, prepayment or financial guarantee shall be returned to the Customer, to the extent not required to offset or secure any amount owed by Customer to Company.

11. Incorporation by Reference. The terms and conditions of SC-14 and the general terms and conditions of the Tariff are incorporated herein by reference, and made a part hereof.

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.

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

PSC NO: 1 GAS LEAF: 119.10
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 11/01/14 SUPERSEDING REVISION: 3
STAMPS:

GENERAL INFORMATION (Cont.)

IV. Forms for Gas Service (continued):

.3 Power Plant Application and Contract (continued)

C. Transportation Service Agreement (continued)

**FORM OF SERVICE AGREEMENT
FOR NON-CORE TRANSPORTATION SERVICE
FOR ELECTRIC GENERATION
(Service Classification Nos. 7 and 14)**

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.

KEYSPAN GAS EAST CORP.
D/B/A NATIONAL GRID

By: _____

By: _____

Title: _____

Title: _____

Issued by: David B. Doxsee, Vice President, Hicksville, NY
Effective date postponed to 08/01/2015. See Supplement No. 1.

PSC NO: 1 GAS LEAF: 119.11
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 06/01/13 SUPERSEDING REVISION: 3
STAMPS:

GENERAL INFORMATION (Cont.)

IV. Forms for Gas Service (continued):

.3 Power Plant Application and Contract (continued)

D. Gas Balancing Agent Agreement

**FORM OF AGREEMENT
DESIGNATION OF GAS BALANCING AGENT
FOR NON-CORE TRANSPORTATION SERVICE
FOR ELECTRIC GENERATION
(Service Classification Nos. 7 or 14)**

This Agreement ("Agreement") is made as of this _____ day of _____, 20__, by and among KeySpan Gas East Corporation d/b/a National Grid, a New York Corporation, having its principal office at 175 East Old Country Road, Hicksville, NY 11801 ("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 No. [7] [14] of the Company's PSC No. 1 Schedule for Service (the "Tariff") to supply natural gas to the Customer's Generating Facilities (defined below);

WHEREAS, pursuant to Service Classification No. [7] [14], 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 power 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: William J. Akley, President, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.12
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 06/01/13 SUPERSEDING REVISION: 3
STAMPS:

GENERAL INFORMATION (Cont.)

IV. Forms for Gas Service (continued):

.3 Power Plant Application and Contract (continued)

D. Gas Balancing Agent Agreement (continued)

**FORM OF AGREEMENT
DESIGNATION OF GAS BALANCING AGENT
FOR NON-CORE TRANSPORTATION SERVICE
FOR ELECTRIC GENERATION
(Service Classification Nos. 7 or 14)**

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 Service Classification No. [7] [14]. and penalties set forth under Service Classification No. [7] [14] 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: William J. Akley, President, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.13
 COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
 INITIAL EFFECTIVE DATE: 06/01/13 SUPERSEDING REVISION: 2
 STAMPS:

GENERAL INFORMATION (Cont.)

IV. Forms for Gas Service (continued):

.3 Power Plant Application and Contract (continued)

D. Gas Balancing Agent Agreement (continued)

FORM OF AGREEMENT

DESIGNATION OF GAS BALANCING AGENT
 FOR NON-CORE TRANSPORTATION SERVICE
 FOR ELECTRIC GENERATION

(Service Classification Nos. 7 or 14)

(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-14, 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: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I.
 175 East Old Country Road
 Hicksville, New York, 11801
 Attention: _____

If to Customer: _____

 Attention: _____

If to Gas Balancing Agent: _____

 Attention: _____

Issued by: William J. Akley, President, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.14
 COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
 INITIAL EFFECTIVE DATE: 06/01/13 SUPERSEDING REVISION: 3
 STAMPS:

GENERAL INFORMATION (Cont.)

IV. Forms for Gas Service (continued):
 .3 Power Plant Application and Contract (continued)
 D. Gas Balancing Agent Agreement (continued)

FORM OF AGREEMENT
 DESIGNATION OF GAS BALANCING AGENT
 FOR NON-CORE TRANSPORTATION SERVICE
 FOR ELECTRIC GENERATION
 (Service Classification Nos. 7 or 14)

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.

KEYSPAN GAS EAST CORPORATION
 D/B/A NATIONAL GRID

By: _____
 Name: _____
 Title: _____
 Date: _____

CUSTOMER

By: _____
 Name: _____
 Title: _____
 Date: _____
 Service Classification: _____

GAS BALANCING AGENT

By: _____
 Name: _____
 Title: _____
 Date: _____

Issued by: William J. Akley, President, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.15
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 06/01/13 SUPERSEDING REVISION: 2
STAMPS:

GENERAL INFORMATION (Cont.)

IV. Forms for Gas Service (continued):

.3 Power Plant Application and Contract (continued)

D. Gas Balancing Agent Agreement (continued)

**FORM OF AGREEMENT
DESIGNATION OF GAS BALANCING AGENT
FOR NON-CORE TRANSPORTATION SERVICE
FOR ELECTRIC GENERATION
(Service Classification Nos. 7 or 14)**

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: William J. Akley, President, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.16
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 07/10/04 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION (Cont.)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.17
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 07/10/04 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION (Cont.)

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Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.18
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 07/10/04 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION (Cont.)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.19
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 6
INITIAL EFFECTIVE DATE: 07/10/04 SUPERSEDING REVISION: 5
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION (Cont.)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.20
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 07/10/04 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION (Cont.)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.21
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 6
INITIAL EFFECTIVE DATE: 07/10/04 SUPERSEDING REVISION: 5
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION (Cont.)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.22
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 6
INITIAL EFFECTIVE DATE: 07/10/04 SUPERSEDING REVISION: 5
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION (Cont.)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.23
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 07/10/04 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION (Cont.)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.24
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 07/10/04 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION (Cont.)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.25
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 07/10/04 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION (Cont.)

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Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.26
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 07/10/04 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION (Cont.)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.27
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 07/10/04 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION (Cont.)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.28
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 07/10/04 SUPERSEDING REVISION: 3
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION (Cont.)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.29
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 07/10/04 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION (Cont.)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.30
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 07/10/04 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION (Cont.)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.31
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 07/10/04 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION (Cont.)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.32
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 07/10/04 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION (Cont.)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.33
COMPANY: KEYSPAN GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 5
INITIAL EFFECTIVE DATE: 07/10/04 SUPERSEDING REVISION: 4
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION (Cont.)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.34
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 07/10/04 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION (Cont.)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.35
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 07/10/04 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION (Cont.)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.36
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 5
INITIAL EFFECTIVE DATE: 07/10/04 SUPERSEDING REVISION: 4
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION (Cont.)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.37
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 07/10/04 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION (Cont.)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.38
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 07/10/04 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION (Cont.)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.39
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 07/10/04 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION (Cont.)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.40
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 07/10/04 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION (Cont.)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.41
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 07/10/04 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION (Cont.)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.42
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 07/10/04 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION (Cont.)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.43
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 07/10/04 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION (Cont.)

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Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.44
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 07/10/04 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION (Cont.)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.45
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 07/10/04 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION (Cont.)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.46
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 07/10/04 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION (Cont.)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.47
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 07/10/04 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION (Cont.)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.48
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 07/10/04 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with order in Cs. 98-M-1343, 99-M-0631, 03-M-0117 dated 11/21/03

GENERAL INFORMATION (Cont.)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.49
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 17
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 16
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION (Cont.)

SPECIAL METER READING FEE

\$20 will be charged to the part (ESCO/Marketer/Direct Customer or Retail Access 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.

CUSTOMER BILLING ARRANGEMENTS

When consolidated 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 as follows:
September 1, 2021: \$1.32 per account, per month

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, 2A, 2B, 3, 5, 9, 15, 16, 17, 18, and 19 will be charged as follows:
September 1, 2021: \$1.32 per account, per month

This charge will not apply to any customer taking service under Service Classification Nos. 5 and 19 and, their ESCO participates in the Consolidated Billing Option.

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

PSC NO: 1 GAS LEAF: 119.50
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 20
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 19
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION - Continued

Site Investigation and Remediation (SIR) Recovery Surcharge

Effective September 1, 2021, the approved rate allowance for SIR expenses will be collected in base delivery rates. Each rate year, the Company will fully reconcile actual SIR expense to the forecast rate allowance and any under or over expenditures will be deferred for future refund to or recovery from customers. In the event that the Company incurs unanticipated expenses related to SIR costs incremental to the forecast rate allowance, the Company may file a petition requesting approval to recover incremental costs through the SIR Recovery Surcharge. If implemented, the SIR Recovery Surcharge will be included in the DRA recovered from SC 1, 2, 3, 9, 15, 16, and 17 firm sales customers and SC 5 firm transportation customers and will appear on the Statement of Site Investigation and Remediation Recovery Surcharge.

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

PSC NO: 1 GAS LEAF: 119.50.1
 COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 6
 INITIAL EFFECTIVE DATE: 07/01/22 SUPERSEDING REVISION: 5
 STAMPS: Issued in compliance with Order in Case 17-E-0238, et al., dated June 17, 2022

GENERAL INFORMATION - Continued

Late Payment Charges 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-0310.

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, 15 firm sales and SC 5 firm transportation, excluding deliveries of EJP qualifying load. The LPCO will appear on the Statement of Late Payment Charges 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	6.631%
SC-1B Residential Heat	64.398%
SC-2A Non-Residential Non Heat	7.161%
SC-2B Non-Residential Heat	20.041%
SC-3 Multi Dwelling	1.755%
SC-15 HLF Service	0.013%

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

PSC NO: 1 GAS LEAF: 119.51
 COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 10
 INITIAL EFFECTIVE DATE: 02/01/23 SUPERSEDING REVISION: 9
 STAMPS: Issued in compliance with Order in Cases 14-M-0565 and 20-M-0266
 dated January 19, 2023

GENERAL INFORMATION - Continued

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.

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	6.631%
SC-1B Residential Heat	64.398%
SC-2A Non-Residential Non Heat	7.161%
SC-2B Non-Residential Heat	20.041%
SC-3 Multi Dwelling	1.755%
SC-15 HLF Service	0.013%

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.

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

PSC NO: 1 GAS LEAF: 119.51.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0
INITIAL EFFECTIVE DATE: 02/01/23 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Order in Cases 14-M-0565 and 20-M-0266
dated January 19, 2023

GENERAL INFORMATION - Continued

Arrears Management Program ("AMP") Recovery Surcharge - continued:

The AMP Recovery Surcharge will be included in the Delivery Rate Adjustment ("DRA") for customers served under SC 1, 2, 3, 15 firm sales and SC 5 firm transportation, 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.

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

PSC NO: 1 GAS LEAF: 119.52
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 13
INITIAL EFFECTIVE DATE: 05/25/23 SUPERSEDING REVISION: 12
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION - Continued

Revenue Decoupling Mechanism

A. Commencing with the 12-month period beginning April 1, 2021 and thereafter, Service Classifications Nos. 1A, 1AR, 5-1A, 5-1AR, 1B, 1BR, 5-1B and 5-1BR, 2, 5-2 (Rate Schedule A and B), 3 and 5-3 will be subject to as 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, 5-1A and 5-1AR: \$35,692,838
2. Service Classification Nos. 1B, 1BR, 5-1B and 5-1BR: \$529,471,229

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

PSC NO: 1 GAS LEAF:119.52.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION:6
INITIAL EFFECTIVE DATE: 05/25/23 SUPERSEDING REVISION:5
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12,
2021

GENERAL INFORMATION - Continued

Revenue Decoupling Mechanism continued:

B. Service Classification Nos. 2 (Rate Schedules A and B), 3, 5-2 (Rate Schedules A and B), and 5-3 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. 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:

Service Classification Nos. 2 and 5-2 (Rate Schedule A): \$38,073,378
Service Classification Nos. 2 and 5-2 (Rate Schedule B): \$188,804,420
Service Classification Nos. 3 and 5-3: \$21,988,597

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

PSC NO: 1 GAS LEAF: 119.52.1.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I REVISION: 2
INITIAL EFFECTIVE DATE: 04/01/22 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION - Continued

Revenue Decoupling Mechanism continued:

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.

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

PSC NO: 1 GAS LEAF: 119.52.2
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 10
INITIAL EFFECTIVE DATE: 05/25/23 SUPERSEDING REVISION: 9
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12,
2021

GENERAL INFORMATION - Continued

Gas Safety and Reliability Surcharge

The Gas Safety and Reliability Surcharge ("GSRS") would allow the Company to recover (i) incremental proactive 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, 9, 15, 16, and 17 firm sales customers and SC 5 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.

Non-Firm Demand Response Revenues Reconciliation ("NFRR") Surcharge

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

Twelve months ending March 31, 2021: \$5,176,323
Twelve months ending March 31, 2022: \$3,422,035
Twelve months ending March 31, 2023: \$3,327,314
Twelve months ending March 31, 2024: \$3,327,314

An adjustment will be made to the revenue targets 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 customers through the DRA for the 12-month period starting July 1.

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

PSC NO: 1 GAS LEAF: 119.52.3
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 04/01/22 SUPERSEDING REVISION: 3
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION - Continued

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 under SC Nos. 7 and 14.

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 DRA for the 12-month period starting July 1st.

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

PSC NO: 1 GAS LEAF: 119.52.4
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 04/01/22 SUPERSEDING REVISION: 3
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION - Continued

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 will be included in the DRA and recovered from SC 1 (excluding 1-DG), 2, 3, 9, 15 and 16 firm sales customers and SC 5 firm transportation customers (SC 5-1 (excluding 5-1DG), 5-2, 5-3, 5-9, 5-15 and 5-16). The NYFS rate will appear on the Statement of New York Facilities System Surcharge to be filed 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 1st 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.

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

PSC NO: 1 GAS LEAF: 119.52.5
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 10/08/21 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION - Continued

Earnings Adjustment Mechanism

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-0310.

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, 9, 15, 16 and 17 firm sales, SC 5 firm transportation and SC 18 and 19 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, 9, 15, 16 and 17 firm sales and SC 5 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.

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

PSC NO: 1 GAS LEAF: 119.52.5.1
 COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0
 INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION:
 STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12,
 2021

GENERAL INFORMATION - Continued**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	2.046%	1.273%
SC-1B Residential Heat	53.426%	59.464%
SC-1DG Res. Dist Gen	0.001%	0.002%
SC-2A Non-Residential NonHeat	10.342%	3.746%
SC-2B Non-Residential Heat	22.448%	28.190%
SC-3A Multiple Dwelling NonHeat	0.119%	0.063%
SC-3B Multiple Dwelling Heat	5.036%	4.980%
SC-9 Wholesale NGV	0.666%	0.159%
SC-15 HLF Service	2.255%	0.728%
SC-16 Yr Round Space AC	2.621%	1.392%
SC-17 DG Sales	0.007%	0.003%
SC-18/19 Non-Firm Demand Response	1.032%	0.000%

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

PSC NO: 1 GAS LEAF: 119.52.6
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 11/22/21 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION - Continued

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-0310.

The Demand Capacity Surcharge Mechanism is included in the Delivery Rate Adjustment ("DRA") for customers served under SC 1, 2, 3, 9, 15, 16 and 17 firm sales, SC 5 firm transportation customers and SC 18 and 19 non-firm demand response, adjusted for Pre-Tax WACC. Total allocation of costs are as follows:

Demand Response: based on peak sendout (applicable to SC 1, 2, 3, 5, 9, 15, 16 & 17)

Incremental NE:NY Energy Efficiency: based on total deliveries (applicable to SC 1, 2, 3, 5, 9, 15, 16, 17, 18 & 19)

Long-Term Capacity Projects: based on peak sendout (applicable to SC 1, 2, 3, 5, 9, 15, 16 & 17)

Incremental energy efficiency costs are allocated to customers served under SC 18 and 19. 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-0310.

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

PSC NO: 1 GAS LEAF: 119.52.7
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12,
2021

GENERAL INFORMATION - Continued

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-0310.

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, 9, 15, 16 and 17 firm sales customers and SC 5 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.

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

SC NO: 1 GAS LEAF: 119.52.8
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 09/01/23 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with Order in Case 23-G-0253 dated August 18, 2023

GENERAL INFORMATION - Continued

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 extent 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, 9, 15, 16 and 17 firm sales, SC 5 firm transportation and SC 18 and 19 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-0310) 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.

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

PSC NO: 1 GAS LEAF: 119.52.9
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 04/01/23 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

GENERAL INFORMATION - Continued

Rate Adjustment Clause ("RAC")

Pursuant to the Commission's Order, dated August 12, 2021, in Case 19-G-0310, 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, 9, 15, 16 and 17 firm sales, SC 5 firm transportation, SC 18 and 19 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.

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

PSC NO: 1 GAS LEAF: 119.53
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 14
INITIAL EFFECTIVE DATE: 07/01/22 SUPERSEDING REVISION: 12
STAMPS: Issued in compliance with Order in Case 17-E-0238, et al., dated June 17, 2022

GENERAL INFORMATION - Continued

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, 2A, 2B, 3A, 3B, 5, 9, 15, 16 and 17. 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. 78 and 79), a Site and Investigation and Remediation surcharge (as explained on Leaf No. 119.50), the Gas Safety and Reliability Surcharge (as explained on Leaf No. 119.52.2), the Non-Firm Demand Response Revenue Reconciliation Surcharge (as explained on Leaf No. 119.52.2), the Electric Generator Revenue Surcharge (as explained on Leaf No. 119.52.3), where applicable, the Revenue Decoupling Mechanism (as explained on Leaf No. 119.52), where applicable, New York Facilities System Surcharge/Surcredit (as explained on Leaf No. 119.52.4), an Earnings Adjustment Mechanism (as explained on Leaf No. 119.52.5), where applicable, Demand Capacity Surcharge Mechanism (as explained on Leaf No. 119.52.6), Non-Labor Demand Response Operation & Maintenance Cost (as explained on Leaf No. 119.52.7), where applicable, Net Utility Plant & Depreciation Expense Reconciliation (as explained on Leaf No. 119.52.8), Rate Adjustment Clause (as explained on Leaf No. 119.52.9), Arrears Management Program Recovery Surcharge (as explained on Leaf No. 119.51), and Late Payment Charges and Other Waived Fees Surcharge (as explained on Leaf 119.50.1).

Non-Firm Service Classifications:

Additionally, the Delivery Rate Adjustment ("DRA") will also apply to all customers being served under Service Classification Nos. 18 and 19. 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. 119.52.5), where applicable, Demand Capacity Surcharge Mechanism (as explained on Leaf No. 119.52.6), Non-Labor Demand Response Operation & Maintenance Cost (as explained on Leaf No. 119.52.7), where applicable, Net Utility Plant & Depreciation Expense Reconciliation (as explained on Leaf No. 119.52.8) and Rate Adjustment Clause (as explained on Leaf No. 119.52.9).

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

PSC NO: 1 GAS LEAF: 119.53.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 11/01/2023 SUPERSEDING REVISION: 2
STAMPS:

GENERAL INFORMATION - Continued

COMMUNITY CHOICE AGGREGATION ("CCA") PROGRAM

A CCA Program allows municipalities (villages, towns and cities) 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.

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 municipality 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.

2. Upon fulfilling the requirements (a) and (b) above, the Company will provide the following information to the municipality 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 municipality or CCA Administrator within twenty days of a request. The above aggregated data will be provided without charge.

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

PSC NO: 1 GAS LEAF: 119.54
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 5
INITIAL EFFECTIVE DATE: 11/01/2023 SUPERSEDING REVISION: 4
STAMPS: Issued in Compliance with Order in Case 14-M-0224 dated October 16, 2023

GENERAL INFORMATION - Continued

COMMUNITY CHOICE AGGREGATION ("CCA") PROGRAM (continued)

(b) After each municipality has entered into a CCA contract with an ESCO, the Company shall transfer customer-specific data to the municipality 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 municipality 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 cycle
- 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 municipality 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.

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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PSC NO: 1 GAS LEAF: 119.55
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GENERAL INFORMATION - Continued

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) and 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 and that satisfies the Program requirements, as determined by the Company.

"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.

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GENERAL INFORMATION - Continued

Firm Gas Demand Response ("DR") for Commercial, Industrial and Multi-Family Customers - Continued

"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.

"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.

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GENERAL INFORMATION - Continued

Firm Gas Demand Response ("DR") for Commercial, Industrial and Multi-Family Customers - Continued

"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.

"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.

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GENERAL INFORMATION - Continued

Firm Gas Demand Response ("DR") for Commercial, Industrial and Multi-Family Customers - Continued

"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.

"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. Non-Firm rate classifications may not participate in the program.
- c. 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

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.
- e. 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.

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GENERAL INFORMATION - Continued

Firm Gas Demand Response ("DR") for Commercial, Industrial and Multi-Family Customers - Continued

i. 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.

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.

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GENERAL INFORMATION - Continued

Firm Gas Demand Response ("DR") for Commercial, Industrial and Multi-Family Customers - Continued

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

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 and/or 4PM-8PM
DLC	Yes	6AM-10AM and/or 4PM-8PM

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GENERAL INFORMATION - Continued**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. Below table 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

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GENERAL INFORMATION - Continued

Firm Gas Demand Response ("DR") for Commercial, Industrial and Multi-Family Customers - Continued

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.

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

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GENERAL INFORMATION - Continued

Firm Gas Demand Response ("DR") for Commercial, Industrial and Multi-Family Customers - Continued

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.

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

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.

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

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GENERAL INFORMATION - Continued

Firm Gas Demand Response ("DR") for Commercial, Industrial and Multi-Family Customers - Continued

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.

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.

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GENERAL INFORMATION - Continued

Firm Gas Demand Response ("DR") for Commercial, Industrial and Multi-Family Customers - Continued

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.

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.

The Company utilizes the above estimate of Design Day and Design Hour consumption, to arrive at a customer's maximum potential event dekatherm 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.

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GENERAL INFORMATION - Continued

Firm Gas Demand Response ("DR") for Commercial, Industrial and Multi-Family Customers - Continued

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%.

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.

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

PSC NO: 1 GAS LEAF: 119.69
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 11/01/23 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with order in Case 20-G-0087 dated 10/16/23

GENERAL INFORMATION - Continued

Firm Gas Demand Response ("DR") for Commercial, Industrial and Multi-Family Customers - Continued

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. Those will then be combined to determine 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:

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.
- v) If the account, as determined by National Grid, is temperature dependent, apply the Weather Adjustment to the Unadjusted Baseline.

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

PSC NO: 1 GAS LEAF: 119.70
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 11/01/23 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with order in Case 20-G-0087 dated 10/16/23

GENERAL INFORMATION - Continued

Firm Gas Demand Response ("DR") for Commercial, Industrial and Multi-Family Customers - Continued

- 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.

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.

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

PSC NO: 1 GAS LEAF: 119.71
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 11/01/23 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with order in Case 20-G-0087 dated 10/16/23

GENERAL INFORMATION - Continued

Firm Gas Demand Response ("DR") for Commercial, Industrial and Multi-Family Customers - Continued

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.

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.

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

PSC NO: 1 GAS LEAF: 119.72
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 11/01/22 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with order in Case 20-G-0087 dated 10/13/22

GENERAL INFORMATION - Continued

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.

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

PSC NO: 1 GAS LEAF: 119.73
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 11/01/22 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with order in Case 20-G-0087 dated 10/13/22

GENERAL INFORMATION - Continued

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 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. 5-1, 5-2, and 5-3.
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.

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

PSC NO: 1 GAS LEAF: 119.74
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 11/01/22 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with order in Case 20-G-0087 dated 10/13/22

GENERAL INFORMATION - Continued

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.

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

PSC NO: 1 GAS LEAF: 119.75
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 11/01/22 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with order in Case 20-G-0087 dated 10/13/22

GENERAL INFORMATION - Continued

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.

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

PSC NO: 1 GAS LEAF: 119.76
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 11/01/22 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with order in Case 20-G-0087 dated 10/13/22

GENERAL INFORMATION - Continued

Reserved for Future Use

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

PSC NO: 1 GAS LEAF: 119.80
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. 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

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:

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PSC NO: 1 GAS LEAF: 119.81
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. 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

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 II.C.4 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, Hicksville, NY

PSC NO: 1 GAS LEAF: 119.82
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. 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

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, Hicksville, NY

PSC NO: 1 GAS LEAF: 120
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 8
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 7
STAMPS: Issued in Compliance with Order in C.14-M-0565 and C.20-M-0266 dated August 12, 2021

SERVICE CLASSIFICATION No. 1 Residential Service
(Rate Codes: 120, 120R, 130, 130R, 140, 140R, 150)

Applicable to Use of Service for:

All residential and religious purposes as more fully defined in Rule II.7C. Availability of such service shall be subject to the conditions set forth in Rule II.7B.

Conditions Applicable to All Residential Sub-Classifications:

Character of Service:

Continuous natural gas, or a suitable mixture of natural and manufactured gas of a Btu content of not less than 950 Btu per cubic foot (dry basis) on a monthly average, supplied at pressures within the limits prescribed by the Public Service Commission.

Rate Conditions:

Heating Value Adjustment: The volume of gas registered by the customer's meter, in 100 Cu. Ft., will be converted to therms as explained in Rule II-.3G.

Increase in Rates and Charges: The rates and charges under this service classification including Gas and Pipeline Costs and Adjustments and Minimum Charges are increased by the applicable percentage as explained in Section III.2 for service supplied within the municipality where the Customer is taking service.

Terms of Payment:

Net cash, or under the Budget Plan as set forth in Rule II.3I of this schedule, which by reference is made a part hereof.

Term:

Terminable by the Customer on five days' written notice to the Company and by the Company in the manner provided by law and the rules and regulations of the Company.

Special Provisions:

- a) For purposes of this Service Classification under Subclassification 1DG (Distributed Generation), 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.
- b) Customers under this service classification who use gas for (1) religious purposes in accordance with Rule II.9C.2.1.3, (2) community residences that are supportive/supervised living facilities in accordance with Rule II.9C.2.1.5 or (3) any building or premises owned or leased by a not-for-profit veterans' organization (Chapter 82 of the Laws of 1998) in accordance with Rule II.9C.2.1.6, may apply for service on an appropriate non-residential classification after a minimum term of one year. The transferring Customer is required to submit a new application form to the Company prior to the transfer and will be allowed to transfer at the time of the customer's next meter reading.
- c) For purposes of this Service Classification under Subclassification 1AR and 1BR (Energy Affordability Program), the customer or the Office of Temporary Disability Assistance ("OTDA") or New York City Human Rights Administration ("HRA") must provide proof of current enrollment in one of the following programs: Temporary Assistance for Needy Families, Safety Net Assistance - Public Assistance Supplemental Security Income, Medicaid, SNAP (Food Stamps), Low Income Home Energy Assistance Program (LIHEAP), Veteran's Disability Pension, Veteran's Surviving Spouse Pension, Child Health Plus, the Federal Lifeline Program or any public assistance programs that would qualify under the Federal Lifeline Program.

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

PSC NO: 1 GAS LEAF: 120.1
 COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
 INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 0
 STAMPS: Issued in Compliance with Order in C.14-M-0565 and C.20-M-0266 dated
 August 12, 2021

SERVICE CLASSIFICATION No. 1
Residential Service continued)
(Rate Codes: 120, 120R, 130, 130R, 140, 140R, 150)

Special Provisions (continued):

d) 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 Benefit	
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 the HRA file matching mechanism; when OTDA (DSS) or HRA notifies the Company that the customer is a recipient of Direct Voucher / Guarantee; 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; or when the customer self-identifies and provides documentation of enrollment in a program identified in Special Provision c) above. Once enrolled, customers with no arrears will be automatically enrolled in the Company's Monthly Budget Plan as set forth in Rule II.3.I. 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.

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PSC NO: 1 GAS LEAF: 121
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 21
INITIAL EFFECTIVE DATE: 04/01/23 SUPERSEDING REVISION: 20
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

SERVICE CLASSIFICATION No. 1
Residential Service continued)
(Rate Codes: 120, 120R, 130, 130R, 140, 140R, 150)

Special Provisions (continued):

Conditions Applicable to Sub Classification - 1A (Non-Heating):

Rate Codes: 120 - General
130 - Water Heating

Rate: (per meter, per month)

First	3 therms or less	\$19.75
Next	47 therms @	\$ 1.6275 per therm
Excess of	50 therms @	\$ 0.3971 per therm

Gas and Pipeline Costs and Adjustments:

- (a) The charges set forth in this service classification shall be subject to an adjustment as explained in Section III.1, Gas and Pipeline Costs and Adjustments.

Minimum Charge:

\$19.75 per meter, per month exclusive of Gas and Pipeline Costs and Adjustments and Increase in Rates and Charges.

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PSC NO: 1 GAS LEAF: 122
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 20
INITIAL EFFECTIVE DATE: 04/01/23 SUPERSEDING REVISION: 19
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

SERVICE CLASSIFICATION No. 1
Residential Service (continued)
(Rate Codes: 120, 120R, 130, 130R, 140, 140R, 150)

Conditions Applicable to Sub Classification - 1B (Heating):

Rate Code: 140 - Space Heating

Rate: (per meter, per month)

First	3 therms or less	\$21.66
Next	47 therms @	\$ 1.3528 per therm
Excess of	50 therms @	\$ 0.3185 per therm

Gas and Pipeline Costs and Adjustments:

- (a) The charges set forth in this service classification shall be subject to an adjustment as explained in Section III.1, Gas and Pipeline Costs and Adjustments.

Minimum Charge:

\$21.66 per meter, per month exclusive of Gas and Pipeline Costs and Adjustments and Increase in Rates and Charges.

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

PSC NO: 1 GAS LEAF: 122.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 8
INITIAL EFFECTIVE DATE: 04/01/22 SUPERSEDING REVISION: 7
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

SERVICE CLASSIFICATION No. 1
Residential Service (continued)
(Rate Codes: 120, 120R, 130, 130R, 140, 140R, 150)

Conditions Applicable to Sub Classification - 1DG (Distributed Generation):

Rate Code: 150 - Distributed Generation

Rate: (per meter, per month)

First	3 therms or less	\$33.04
Excess of 3 therms @		\$ 0.1786 per therm

Gas and Pipeline Costs and Adjustments:

- (a) The charges set forth in this service classification shall be subject to an adjustment as explained in Section III.1, Gas and Pipeline Costs and Adjustments.

Minimum Charge:

\$33.04 per meter, per month exclusive of Gas and Pipeline Costs and Adjustments and Increase in Rates and Charges.

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

PSC NO: 1 GAS LEAF: 122.2
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 17
INITIAL EFFECTIVE DATE: 04/01/23 SUPERSEDING REVISION: 16
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

SERVICE CLASSIFICATION No. 1
RESIDENTIAL SERVICE (Continued)
(Rate Codes: 120, 120R, 130, 130R, 140, 140R, 150)

Conditions applicable to Sub Classification - 1AR (Energy Affordability Program - Non-Heating)

Rate Code: 120R - Energy Affordability Program Non-Heating - General
130R - Energy Affordability Program Non-Heating - Water Heating
Rate: (per meter, per month)

First	3 therms or less	\$19.75
Next	47 therms @	\$ 1.6275 per therm
All over	50 therms @	\$ 0.3971 per therm

Gas and Pipeline Costs and Adjustments:

- (a) The charges set forth in this service classification shall be subject to an adjustment as explained in Section III.1, Gas and Pipeline Costs and Adjustments.

Minimum Charge:

\$19.75 per meter, per month exclusive of Gas and Pipeline Costs and Adjustments and Increase in Rates and Charges.

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

PSC NO: 1 GAS LEAF: 122.3
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 17
INITIAL EFFECTIVE DATE: 04/01/23 SUPERSEDING REVISION: 16
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

SERVICE CLASSIFICATION No. 1
RESIDENTIAL SERVICE (Continued)
(Rate Codes: 120, 120R, 130, 130R, 140, 140R, 150)

Conditions applicable to Sub Classification - 1BR (Energy Affordability Program - Heating)

Rate Code: 140R - Energy Affordability Program Heating - Space Heating

Heating

Rate: (per meter, per month)

First	3 therms or less	\$21.66
Next	47 therms @	\$ 1.3528 per therm
All over	50 therms @	\$ 0.3185 per therm

Gas and Pipeline Costs and Adjustments:

(a) the charges set forth in this service classification shall be subject to an adjustment as explained in Section III.1, Gas and Pipeline Costs and Adjustments.

Minimum Charge:

\$21.66 per meter, per month exclusive of Gas and Pipeline Costs and Adjustments and Increase in Rates and Charges.

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

PSC NO: 1 GAS LEAF: 123
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 01/15/14 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with order in Case No. 13-M-0661 dated 11/18/13

SERVICE CLASSIFICATION No. 2
Non-Residential Service
(Rate Codes: 160, 170, 250)

Applicable to Use of Service for:

All non-residential purposes excluding Multi-Dwelling, and including building heating. Availability of such service shall be subject to the conditions set forth in Rule II.7B. 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.

Rate Codes: 160 - Water Heating
170 - Space Heating
250 - General

Conditions Applicable to All Non-Residential Sub-Classifications:

Character of Service:

Continuous natural gas, or a suitable mixture of natural and manufactured gas of a Btu content of not less than 950 Btu per cubic foot (dry basis) on a monthly average, supplied at pressures within the limits prescribed by the Public Service Commission.

Rate Conditions:

Heating Value Adjustment: The volume of gas registered by the customer's meter, in 100 Cu. Ft., will be converted to therms as explained in Rule II.3G.

Increase in Rates and Charges:

The Rates and Charges under this Service Classification, including Gas and pipeline Costs and Adjustments and Minimum Charges, are increased by the applicable percentage as explained in Section III.2. for service supplied within the municipality where the Customer is taking service.

Terms of Payment:

Net cash, subject to any applicable late payment charge in accordance with provisions of Rule II.3E.2.

Term:

Terminable by the Customer on five days' written notice to the Company and by the Company in the manner provided by law and the rules and regulations of the Company.

Special Provisions:

- (a) A customer with less than two years on this service and who received extension of facilities without charge, will be required to conform to Rule II.2B.1.2 for purposes of transferring to an interruptible service.
- (b) Customers under this service classification who use gas for religious purposes in accordance with Rule II.7C.2.1.3, or community residences that are supportive/supervised living facilities in accordance with Rule II.7C.2.1.5, may apply for service on an appropriate residential classification after a minimum term of one year. The transferring customer is required to submit a new application form to the Company prior to the transfer and will be allowed to transfer at the time of the customer's next meter reading.
- (c) Effective with billing cycles after March 1, 2008, any customer whose January usage is at least two times greater than their July usage will be deemed space heating; all others will be deemed general service.

Issued by: William J. Akley, President, Hicksville, NY

PSC NO: 1 GAS LEAF: 124
 COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 19
 INITIAL EFFECTIVE DATE: 04/01/23 SUPERSEDING REVISION: 18
 STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

SERVICE CLASSIFICATION No. 2
Non-Residential Service (continued)
(Rate Codes: 160, 170, 250)

Special Provisions (continued):

- (c) If a customer taking service under Service Classification No. 18 switches voluntarily to service under Service Classification No. 2, that Customer will be precluded from returning to SC 18 for twelve months from the effective date of the switch.
- (d) 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 5,000,000 Btu per hour. Process and feedstock requirements are exempt from the conditions for gas service set forth in this Special Provision (d).
- (e) Exemption from the limitation provision set forth in Special Provision (d) 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. 28.1.

Conditions Applicable to Sub-Classifications 2A (Non-Heating):

Rate Codes: 250 - General
 160 - Water Heating

Rate: (per meter, per month)

First	3 therms or less	\$37.66
Next	87 therms @	\$ 1.8441 per therm
Next	2,910 therms @	\$ 0.3739 per therm
Excess of 3,000 therms @		\$ 0.2404 per therm

Gas and Pipeline Costs and Adjustments:

- (a) The charges set forth in this Service Classification shall be subject to an adjustment as explained in Section III.1, Gas and Pipeline Costs and Adjustments.

Minimum Charge:

\$37.66 per meter, per month, exclusive of Gas and Pipeline Costs and Adjustments and Increase in Rates and Charges.

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

PSC NO: 1 GAS LEAF: 125
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 18
INITIAL EFFECTIVE DATE: 04/01/23 SUPERSEDING REVISION: 17
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

SERVICE CLASSIFICATION No. 2
Non-Residential Service (continued)
(Rate Codes: 160, 170, 250)

Conditions Applicable to Sub-Classifications 2B (Heating):

Rate Code: 170 - Heating

Rate: (per meter, per month)

First	3 therms or less	\$37.66
Next	87 therms @	\$ 1.8428 per therm
Next	2,910 therms @	\$ 0.4627 per therm
Excess of	3,000 therms @	\$ 0.3194 per therm

Gas and Pipeline Costs and Adjustments:

(a) The charges set forth in this Service Classification shall be subject to an adjustment as explained in Section III.1, Gas and Pipeline Costs and Adjustments.

Minimum Charge:

\$37.66 per meter, per month, exclusive of Gas and Pipeline Costs and Adjustments and Increase in Rates and Charges.

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

PSC NO: 1 GAS LEAF: 126
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 07/01/18 SUPERSEDING REVISION: 3
STAMPS:

SERVICE CLASSIFICATION No. 3
Multiple-Dwelling Service
(Rate Codes: 151, 152)

Applicable to Use of Service for:

Apartments, Condominiums, or Co-operative Residences only, with five or more residential dwelling units (containing individual kitchen/bath/sleeping facilities) connected to a common meter when gas is the sole means of space heating and/or water heating. Availability of such service shall be subject to the conditions set forth in Rules II.7B and 7C. 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.

Conditions Applicable to All Multi-Dwelling Sub-Classifications:

Character of Service:

Continuous natural gas, or a suitable mixture of natural and manufactured gas of a Btu content of not less than 950 Btu per cubic foot (dry basis) on a monthly average, supplied at pressures within the limits prescribed by the Public Service Commission.

Heating Value Adjustment:

The volume of gas registered by the customer's meter, in 100 Cu. Ft., will be converted to therms as explained in Rule II.3G.

Increase in Rates and Charges:

The rates and charges under this Service Classification, including Gas and Pipeline Costs and Adjustments and Minimum Charges, are increased by the applicable percentage as explained in Section III.2 for service supplied within the municipality where the Customer is taking service.

Terms of Payment

Net cash, subject to any applicable late payment charge in accordance with provisions of Rule II.3E.2.

Term:

Terminable by the Customer on five days' written notice to the Company and by the Company in the manner provided by law and the rules and regulations of the Company.

Special Provisions:

- (a) A customer with less than two years on this service and who received extension of facilities without charge, will be required to conform to Rule II.2B.1.2 for purposes of transferring to an interruptible service.
- (b)

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

PSC NO: 1 GAS LEAF: 127
 COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 18
 INITIAL EFFECTIVE DATE: 04/01/23 SUPERSEDING REVISION: 17
 STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

SERVICE CLASSIFICATION No. 3
Multiple-Dwelling Service (continued)
(Rate Codes: 151, 152)

Special Provisions (continued):

(b) Customers under this service classification who use gas for religious purposes in accordance with Rule II.7C.2.1.3, or community residences that are supportive/supervised living facilities in accordance with Rule II.7C.2.1.5, may apply for service on an appropriate residential classification after a minimum term of one year. The transferring customer is required to submit a new application form to the Company prior to the transfer and will be allowed to transfer at the time of the customer's next meter reading.

(c) If a customer taking service under Service Classification No. 18 switches voluntarily to service under Service Classification No. 3, that Customer will be precluded from returning to SC 18 for twelve months from the effective date of the switch.

(d) 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 5,000,000 Btu per hour. Process and feedstock requirements are exempt from the conditions for gas service set forth in this Special Provision (d).

(e) Exemption from the limitation provision set forth in Special Provision (e) 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. 28.1

Conditions Applicable to Sub-Classification 3A (Non-Heating):

Rate Code: 152 - Water Heating
 Rate: (per meter per month)

First	3 therms or less	\$74.66
Next	997 therms @	\$ 0.5053 per therm
Excess of 1,000 therms @		\$ 0.2985 per therm

Gas and Pipeline Costs and Adjustments:

(a) The charges set forth in this Service Classification shall be subject to a gas and pipeline cost and adjustment as explained in Section III.1.

Minimum Charge:

\$74.66 per meter per month, exclusive of Gas and Pipeline Costs and Adjustments and Increase in Rates and Charges.

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

PSC NO: 1 GAS LEAF: 128
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 15
INITIAL EFFECTIVE DATE: 04/01/23 SUPERSEDING REVISION: 14
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12,
2021

SERVICE CLASSIFICATION No. 3
Multiple-Dwelling Service (continued)
(Rate Codes: 151, 152)

Conditions Applicable to Sub-Classification 3B (Heating):

Rate Code: 151 - Heating

Rate: (per meter per month)

First	3 therms or less	\$74.66
Next	997 therms @	\$ 0.5053 per therm
Excess of 1,000 therms @		\$ 0.2985 per therm

Gas and Pipeline Costs and Adjustments:

(a) The charges set forth in this Service Classification shall be subject to an adjustment as explained in Section III.1, Gas and Pipeline Costs and Adjustments.

Minimum Charge:

\$74.66 per meter per month, exclusive of Gas Cost Adjustment and Increase in Rates and Charges.

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

PSC NO: 1 GAS LEAF: 129
COMPANY: KEYSPAN GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION:17
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 15
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 4 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 129.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 15
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 13
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 4 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 129.2
COMPANY: KEYSPAN GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 8
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 6
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 4 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 130
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 8
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 6
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 4 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 131
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 5
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 3
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 4 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 132
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 5
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 4 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 133
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 12
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 10
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 4 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 133.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 10
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 8
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 4 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 133.2
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 4 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 133.3
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 4 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 134
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 6
INITIAL EFFECTIVE DATE: 04/01/06 SUPERSEDING REVISION: 5
STAMPS:

SERVICE CLASSIFICATION NO. 5
Firm Transportation Service

(Rate Codes: 127, 137, 147, 167, 177, 158, 159, 257, 267, 277, 347, 357, 367, 807)

Rate Code: 127 - Residential General
137 - Residential Water Heating
147 - Residential Space Heating
167 - Commercial Water Heating
177 - Commercial Space Heating
158 - Multiple Dwelling Heating
159 - Multiple Dwelling Non-Heating
257 - Commercial General
267 - Distributed Generation
277 - Year-Round Space Conditioning
347 - Baseload Distributed Generation-Rate 1
357 - Baseload Distributed Generation-Rate 2
367 - Baseload Distributed Generation-Rate 3
807 - Uncompressed Natural Gas Vehicle

Availability and Applicability of Service :

Service is available under this Service Classification for the transportation by the Company of customer-owned natural gas to:

- (i) a single Customer with a single facility or meter, that can demonstrate annual natural gas consumption of at least 3,500 DTHM at the single meter;
- (ii) a group of Customers that can demonstrate annual natural gas consumption of at least 5,000 DTHM;
- (iii) a single entity or firm with facilities at more than one location or having more than one meter that can demonstrate annual natural gas consumption of at least 3,500 DTHM at a single meter; and
- (iv) a single entity or firm with facilities at more than one location or having more than one meter that can demonstrate annual natural gas consumption of at least 5,000 DTHM.

Service to a single Customer will commence under this Service Classification only after the Company has received documentable notice and agreement and a Seller Agreement for service under this Service Classification executed by Seller for the applicable service period.

Service to a group of Customers will commence under this Service Classification only after the Company has received documentable notice and agreement and a Seller Agreement for service under this Service Classification executed by Seller for the applicable service period.

For a Seller Agreement to be effective under this Service Classification, the Seller must be qualified in conformance with the provisions of Service Classification No. 8.

Issued by Joseph F. Bodanza, Senior Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 135
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 9
INITIAL EFFECTIVE DATE: 01/05/10 SUPERSEDING REVISION: 8
STAMPS: Issued in compliance with order in Case 06-G-1186 dated 06/23/09

SERVICE CLASSIFICATION NO. 5
Firm Transportation Service (continued)
(Rate Codes: 127, 137, 147, 167, 177, 158, 159, 257, 267, 277, 347, 357,
367, 807)

Availability and Applicability of Service (continued):

Service under this Service Classification will commence on the first day of the month provided that the Company is in receipt of all applications by the fifteenth day of each month.

Character of Service:

Transportation service under this Service Classification shall be on a firm basis. In providing service under this Service Classification, the Company will transport and control the dispatch of the natural gas from the Company's City Gate points of receipt as described in the GTO Manual to the customer's metered facilities.

Service under this Service Classification shall consist of transportation of natural gas of a Btu content of not less than 950 Btu per cubic foot (dry basis) on a monthly average, supplied at pressures within the limits prescribed by the Public Service Commission.

Issued by: Nick Stavropoulos, Executive Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 136
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 9
INITIAL EFFECTIVE DATE: 08/01/09 SUPERSEDING REVISION: 8
STAMPS: Issued in compliance with order in Case 06-G-1186 dated 06/23/09

SERVICE CLASSIFICATION NO. 5
Firm Transportation Service (continued)
(Rate Codes: 127, 137, 147, 167, 177, 158, 159, 257, 267, 277, 347, 357,
367, 807)

RESERVED FOR FUTURE USE

Issued by: Nick Stavropoulos, Executive Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 137
 COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 27
 INITIAL EFFECTIVE DATE: 04/01/23 SUPERSEDING REVISION: 26
 STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

SERVICE CLASSIFICATION NO. 5**Firm Transportation Service (continued)**

(Rate Codes: 127, 137, 147, 167, 177, 158, 159, 257, 267, 277, 347, 357, 367, 807)

Rate (per meter, per month):

Firm Transportation Rates for all metered use are as follows:

Customers that would Qualify under
 Service Classification No. 1
 Rate Codes 127 and 137
Sub Classification 1A (Non-Heating)
 First 3 therms
 or less \$19.75
 Next 47 therms @ 1.6275 per therm
 Excess 50 therms @ 0.3971 per therm

Customers that would Qualify under
 Service Classification No. 1
 EAP - Non-Heating
 Rate Codes 127R and 137R
Sub Classification 1AR (Non-Heating)
 First 3 therms
 or less \$19.75
 Next 47 therms @1.6275 per therm
 Excess 50 therms @0.3971 per therm

Customers that would Qualify under
 Service Classification No. 2
 Rate Codes 167 and 257
Sub Classification 2A (Non-Heating)
 First 3 therms
 or less \$37.66
 Next 87 therms @ 1.8441 per therm
 Next 2,910 therms @ 0.3739 per therm
 Excess 3,000 therms@ 0.2404 per therm

Customers that would Qualify under
 Service Classification No. 1
 Rate Code 147
Sub Classification 1B (Heating)
 First 3 therms
 or less \$21.66
 Next 47 therms @ 1.3528 per therm
 Excess 50 therms @ 0.3185 per therm

Customers that would Qualify under
 Service Classification No. 1
 EAP - Heating
 Rate Code 147R
Sub Classification 1BR (Heating)
 First 3 therms
 or less \$21.66
 Next 47 therms @ 1.3528 per therm
 Excess 50 therms @ 0.3185 per therm

Customers that would Qualify under
 Service Classification No. 2
 Rate Code 177
Sub Classification 2B (Heating)
 First 3 therms
 or less \$37.66
 Next 87 therms @1.8428 per therm
 Next 2,910 therms @0.4627 per therm
 Excess 3,000 therms@0.3194 per therm

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

PSC NO: 1 GAS LEAF: 137.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 13
INITIAL EFFECTIVE DATE: 04/01/23 SUPERSEDING REVISION: 12
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12,
2021

SERVICE CLASSIFICATION NO. 5**Firm Transportation Service (continued)**

(Rate Codes: 127, 137, 147, 167, 177, 158, 159, 257, 267, 277, 347, 357,
367, 807)

Rate (per meter, per month):

Firm Transportation Rates for all metered use are as follows:

Customers that would Qualify under
Service Classification No. 3:
Rate Code 159
Sub Classification 3A (Non-Heating)
First 3 therms
or less \$74.66
Next 997 therms @ 0.5053 per therm
Excess 1,000 therms @ 0.2985 per therm

Customers that would Qualify under
Service Classification No. 3:
Rate Code 158
Sub Classification 3B (Heating)
First 3 therms
or less \$74.66
Next 997 therms @ 0.5053 per therm
Excess 1,000 therms @ 0.2985 per therm

Customers that would Qualify under
Service Classification No. 15:
Rate Code 267
First 10 therms
or less \$153.35
Excess 10 therms @ 0.2243 per therm

Customers that would Qualify under
Service Classification No. 16:
Rate Code 277
First 3 therms
or less \$230.43
Next 497 therms @ 1.7319 per therm
Excess 500 therms @ 0.2969 per therm

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

PSC NO: 1 GAS LEAF: 138
 COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 27
 INITIAL EFFECTIVE DATE: 04/01/23 SUPERSEDING REVISION: 26
 STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

SERVICE CLASSIFICATION NO. 5**Firm Transportation Service (continued)**

(Rate Codes: 127, 137, 147, 167, 177, 158, 159, 257, 267, 277, 347, 357, 367, 807)

Customers that would Qualify under S.C. No. 17 - Rate 1:
 Rate Code 347

First	10 therms or less per month	\$180.61
All over	10 therms per month (April - October)	\$ 0.1517 per therm
All over	10 therms per month (November - March)	\$ 0.1949 per therm

Customers that would Qualify under S.C. No. 17 - Rate 2:
 Rate Code 357

First	10 therms or less per month	\$328.22
All over	10 therms per month (April - October)	\$ 0.1517 per therm
All over	10 therms per month (November - March)	\$ 0.1949 per therm

Customers that would Qualify under S.C. No. 17 - Rate 3:
 Rate Code 367

First	10 therms or less per month	\$949.35
All over	10 therms per month (April - October)	\$ 0.0376 per therm
All over	10 therms per month (November - March)	\$ 0.0513 per therm

For customers taking service under Rate 3, there will also be a monthly demand charge of \$6,252.00 per MW.

Customers that would Qualify under S.C. No. 9 - Rate Code 807

First	3 therms or less	\$38.00
All over	3 therms per month	\$0.6165 per therm

Minimum Charge (per meter, per month):

For Customers that would qualify under Service Classification No. 1A, the Minimum Charge is \$19.75, exclusive of Gas and Pipeline Costs and Adjustments and Increases in Rates and Charges. For Customers that would qualify under Service Classification No. 1B, the Minimum Charge is \$21.66, exclusive of Gas and Pipeline Costs and Adjustments and Increases in Rates and Charges. For Customers that would qualify under Service Classification No. 1AR, the Minimum Charge is \$19.75, exclusive of Gas and Pipeline Costs and Adjustments and Increases in Rates and Charges. For Customers that would qualify under Service Classification No. 1B-DG, the Minimum Charge is \$33.04, exclusive of Gas and Pipeline Costs and Adjustments and Increases in Rates and Charges. For Customers that would qualify under Service Classification No. 1BR, the Minimum Charge is \$21.66, exclusive of Gas and Pipeline Costs and Adjustments and Increases in Rates and Charges. For Customers that would qualify under Service Classification No. 2, the Minimum Charge is \$37.66, exclusive of Gas and Pipeline Costs and Adjustments and Increases in Rates and Charges. For Customers that would qualify under Service Classification No. 3, the Minimum Charge is \$74.66, exclusive of Gas and Pipeline Costs and Adjustments and Increases in Rates and Charges. For Customers that would qualify under Service Classification No. 15, the Minimum Charge is \$153.35 and Service Classification No. 16, the Minimum Charge is \$230.43, exclusive of Gas and Pipeline Costs and Adjustments and Increases in Rates and Charges. For Customers that would qualify under Service Classification No. 17 - Rate 1, the Minimum Charge is \$180.61, exclusive of Gas and Pipeline Costs and Adjustments and Increases in Rates and Charges. For Customers that would qualify under Service Classification No. 17 - Rate 2, the Minimum Charge is \$328.22, exclusive of Gas and Pipeline Costs and Adjustments and Increases in Rates and Charges. For Customers that would qualify under Service Classification No. 17 - Rate 3, the Minimum Charge is \$949.35, exclusive of Gas and Pipeline Costs and Adjustments and Increases in Rates and Charges. For customers taking service under Rate Code 807, the minimum charge is \$38.00, exclusive of Gas and Pipeline Costs and Adjustments and Increases in Rates and Charges.

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

PSC NO: 1 GAS LEAF: 139
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 15
INITIAL EFFECTIVE DATE: 10/01/10 SUPERSEDING REVISION: 14
STAMPS:

SERVICE CLASSIFICATION NO. 5
Firm Transportation Service (continued)
(Rate Codes: 127, 137, 147, 167, 177, 158, 159, 257, 267, 277, 347, 357,
367, 807)

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. 72.2 and 72.3.
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 No. 73.3.
3. Research and Development Surcharge
The Research and Development Surcharge as described on General Information Leaf No. 74.1.
4. Pipeline Refunds Provision
A credit for Pipeline Refunds Provision as described on General Information Leaf No. 71.
5. Delivery Penalty Refunds
6. Annual Transportation Adjustment Charge Imbalance Surcharge or Refund
7. The Total Transportation Adjustment Charge = 1 + 2 + 3 + 4 + 5 + 6
8. Unaccounted for Gas ("UFG")
A percentage UFG described on General Information Leaf No. 17.1

Issued by: Nick Stavropoulos, Executive Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 139.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0
INITIAL EFFECTIVE DATE: 08/01/09 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Order in Case 06-G-1186 dated 06/23/09

SERVICE CLASSIFICATION NO. 5
Firm Transportation Service (continued)
(Rate Codes: 127, 137, 147, 167, 177, 158, 159, 257, 267, 277, 347, 357,
367, 807)

Seller Charges and Adjustments:

In the event a Customer is eligible to and does act as its own Seller, the Customer will be deemed a Seller under the Company's tariffs and, as such, will adhere to the provisions of the Seller Service under Service Classification No. 8 and will be responsible for all charges set forth on the Statement of Seller Charges and Adjustments as described on Leaf Nos. 157 and 158.

Remote Meter Reading Device Option:

Customers may opt to have a remote meter reading device installed by paying to the Company at the time of installation the Company's total cost to purchase and install such device.

Individually Negotiated Service:

Notwithstanding any provision contained in this Service Classification, the Company maintains the right to individually negotiate service agreements for the provision of firm transportation service subject to the prevailing test to determine the appropriateness of streaming transactions applied by the NYS Public Service Commission.

Heating Value Adjustment:

The volume of gas registered by the customer's meter, in 100 Cu. Ft. will be converted to therms as explained in Rule II.3G. For customers taking service under Rate Code 807, the Customer's meter is that owned by the Company and located at the inlet to the refueling station.

Increase in Rates and Charges:

The rates and charges set forth in this Service Classification, including Minimum Charge, are increased by the applicable percentage as explained in Rule III.2 for service provided within the municipality where the Customer is taking service.

Issued by: Nick Stavropoulos, Executive Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 140
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 12
INITIAL EFFECTIVE DATE: 01/15/14 SUPERSEDING REVISION: 11
STAMPS: Issued in compliance with order in Case No. 13-M-0661 dated 11/18/13

SERVICE CLASSIFICATION NO. 5
Firm Transportation Service (continued)
(Rate Codes: 127, 137, 147, 167, 177, 158, 159, 257, 267, 277, 347, 357,
367, 807)

Weather Normalization Adjustment:

Rates for gas service to all space heating Customers will be subject to a Weather Normalization Adjustment as explained in Rule III.4.

Terms of Payment:

The Customer shall pay the balance due in cash or its equivalent on receiving the bill, or may be subject to late payment charge in accordance with provisions of Rule II.3E.2. If Billing Agency arrangement exists refer to Uniform Business Practices for Retail Access, Section 9.J.2.

Term:

The Customer's term under Service Classification will commence on the first day of the month following 15 day notification, provided the Company has received all necessary information required for the commencement of service as instructed in the Uniform Business Practices for Retail Access, Section V.

Service under this Service Classification shall be provided for consecutive twelve (12) month terms unless terminated by the following:

- (i) the Customer provides the Company with notice of termination; or
- (ii) the Customer otherwise fails to qualify for service under this Service Classification pursuant to Availability and Applicability of Service.

Service under this Service Classification shall be terminated effective the first day of the month immediately following fifteen (15) days after:

- (i) the Company has received notice of termination; or
- (ii) the Company has determined that the Customer fails to qualify for service under this Service Classification.

Nothing herein shall be deemed to preclude the Customer from applying for gas service under any Service Classification for which the Customer may be eligible.

Availability of Firm Sales Service:

A Customer may return to firm sales service under Service Classification Nos. 1, 2, 3, 9, 15, 16, and 17 following the initial term of service under this Service Classification by providing the Company with notice of termination fifteen (15) days before the expiration of the term.

Issued by: William J. Akley, President, Hicksville, NY

PSC NO: 1 GAS LEAF: 140.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 5
INITIAL EFFECTIVE DATE: 08/01/09 SUPERSEDING REVISION: 4
STAMPS: Issued in compliance with Order in Case 06-G-1186 dated 06/23/09

SERVICE CLASSIFICATION NO. 5
Firm Transportation Service (continued)
(Rate Codes: 127, 137, 147, 167, 177, 158, 159, 257, 267, 277, 347, 357,
367, 807)

Availability of Firm Sales Service (continued)

A Customer may return to the Company for firm sales service under Uniform Business Practices for Retail Access Section 5.

If during the initial year or in any subsequent year, the Company becomes aware of a disqualification of a customer's Seller, the Company will attempt to notify such Customer. If this notice cannot be accomplished or if this Customer does not notify the Company of its election of another qualified Seller within 30 days of this initial attempt at notification, the Company will assume at that time that the Customer has provided notice of termination. During the period between when a customer's Seller has terminated supplying natural gas and prior to the Customer receiving gas either from a new marketer or under the Company Sales Services, the Company will provide gas to the Customer.

At any time outside this initial term, a Customer may return to firm sales service under Service Classification Nos. 1, 2, 3, 9, 15, 16, and 17 following any term other than its initial term of service under this Service Classification if:

- (i) the Company has received timely notice of termination under this Service Classification; and
- (ii) the Company deems such service to be generally available to new service applicants.

Issued by: Nick Stavropoulos, Executive Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 141
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 9
INITIAL EFFECTIVE DATE: 08/01/09 SUPERSEDING REVISION: 7
STAMPS: Issued in compliance with Order in Case 06-G-1186 dated 06/23/09

SERVICE CLASSIFICATION NO. 5
Firm Transportation Service (continued)
(Rate Codes: 127, 137, 147, 167, 177, 158, 159, 257, 267, 277, 347, 357,
367, 807)

Special Provisions:

- (a) Remote Reading Devices: Customers choosing a remote reading device are required to provide a telephone connection point within fifteen (15) feet of the remote reading device and bear all applicable telephone charges for communicating meter usage information to the Company. All Customers electing not to have a remote reading device installed must be willing to accept the accuracy of the Company's estimates for the purpose of calculating the Customer's DDQ.
- (b) Service Separately Metered: Service provided under this Service Classification shall be separately metered and shall not be combined with service provided by the Company under any other Service Classification.
- (c) Reassignment of Gas: A Customer that takes service under this Service Classification must take delivery of the gas at its facilities and may not remeter (or submeter), resell, assign, or otherwise dispose of the customer-owned gas to others for delivery at other facilities on the company's system.
- (d) Seller Obligations: Sellers who arrange for upstream gas supply and pipeline capacity shall make all necessary arrangements, obtain all necessary regulatory approvals and be responsible for all costs including taxes to appropriate governmental entities for the acquisition and transportation of the customer's gas supply.
- (e) Extension of Facilities Charge: A Customer that takes service under this Service Classification for less than two (2) years, that is transferring to an interruptible service, and that received an extension of facilities without charge, will be required to conform to Rule II.2B.1.2 for purposes of transferring to an interruptible service.
- (f) Customer Verification: A Customer that takes service under this Service Classification must provide the Company with proof of the customer's identification upon the Company's request.
- (g) Seller Limitation: A Customer that takes service under this Service Classification is limited to receiving supply service from one Seller during the service term except as provided for in the section entitled "Availability of Firm Sales Service".
- (h) Customers taking service under Rate Code 807 are required to provide individual agreements for each location.

Issued by: Nick Stavropoulos, Executive Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 142
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF LI REVISION: 10
INITIAL EFFECTIVE DATE: 04/01/06 SUPERSEDING REVISION: 9
STAMPS:

SERVICE CLASSIFICATION NO. 5
Firm Transportation Service (continued)
(Rate Codes: 127, 137, 147, 167, 177, 158, 159, 257, 267, 277, 347, 357, 367, 807)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 143
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 7
INITIAL EFFECTIVE DATE: 04/01/06 SUPERSEDING REVISION: 6
STAMPS:

SERVICE CLASSIFICATION NO. 5
Firm Transportation Service (continued)
(Rate Codes: 127, 137, 147, 167, 177, 158, 159, 257, 267, 277, 347, 357, 367, 807)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 143.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 5
INITIAL EFFECTIVE DATE: 04/01/06 SUPERSEDING REVISION: 4
STAMPS:

SERVICE CLASSIFICATION NO. 5
Firm Transportation Service (continued)
(Rate Codes: 127, 137, 147, 167, 177, 158, 159, 257, 267, 277, 347, 357, 367, 807)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President, Hicksville, NY

..DID: 7522

..TXT: PSC NO: 1 GAS

LEAF: 144

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0

INITIAL EFFECTIVE DATE: 03/18/99

SUPERSEDING REVISION:

STAMPS:

Effective date postponed to 07/01/99. See Supplement No. 2, 1, 1

RECEIVED: 02/16/99 STATUS: Effective EFFECTIVE: 07/01/99

SERVICE CLASSIFICATION No. 6
Large Volume Gas Bypass Transportation Service

Applicable to Use of Service for:

Annual transportation quantity of at least 2 MMDTHM of natural gas owned by the customer, which the customer has arranged to have transported to an existing receipt point of the Company's gas facilities. Customers eligible for service hereunder must additionally have, in the Company's opinion, the potential to bypass service by the Company.

Conditions of Service:

The Customer must sign a Service Agreement for Transportation Service which shall provide the conditions of delivery acceptable to the Company. It shall include the annual, monthly, daily and hourly quantities and the Service Classification under which the Customer will take back-up service.

The Customer will supply to the Company a copy of a current, fully executed contract(s) to purchase and transport natural gas supplies to the Receipt Point(s) which interconnects with Company-owned facilities prior to receiving service hereunder.

The gas will be transported from the receipt point to the existing facilities at the Customer's usual service point. The Company shall control the dispatch of such gas, and dispatch will be provided based on the Service Agreement. The volume of gas delivered shall be conditioned upon the availability of Company facilities not then being used by existing customers and Company uses.

Character of Service:

Customer-owned gas which the Customer has arranged to have transported to a mutually agreeable Receipt Point. The Company will transport said gas from the Receipt Point to the Delivery Point at the Customer's facilities. Customer-owned gas to be transported by the Company must be of pipeline quality having acceptable heat content values and pressures within the limits prescribed by the Public Service Commission.

Definitions:

For the purpose of this Service Classification the following terms have the meanings stated below:

- (a) Annual Transportation Quantity means the quantity of gas per year for which transportation service is requested by the Customer's application for service hereunder. Such quantity shall include an amount to be retained by the Company as an allowance for losses incurred in the process of transportation and delivery.
- (b) Average Daily Transportation Quantity means 1/365 of the Annual Transportation Quantity.
- (c) Maximum Daily Transportation Quantity means 150% of the Average Daily Transportation Quantity.
- (d) Average Monthly Transportation Quantity means 30 times the Average Daily Transportation Quantity.

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

..DID: 7523

..TXT: PSC NO: 1 GAS

LEAF: 145

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0

INITIAL EFFECTIVE DATE: 03/18/99

SUPERSEDING REVISION:

STAMPS:

Effective date postponed to 07/01/99. See Supplement No. 2, 1, 1

RECEIVED: 02/16/99 STATUS: Effective EFFECTIVE: 07/01/99

SERVICE CLASSIFICATION No. 6
Large Volume Gas Bypass Transportation Service (continued)

Definitions (continued):

- (e) Daily Transportation Quantity means the quantity of gas tendered at the Receipt Point for the Customer's account on any day.
- (f) Daily Delivery Quantity means Daily Transportation Quantity minus the amount to be retained by the Company as an allowance for losses.
- (g) Delivery Point means the metered interconnection, owned and maintained by the Company, between the facilities of the Company and the Customer.
- (h) Receipt Point means the Company's city gate interconnection with pipeline(s).
- (I) Current commodity cost of gas means a current rate per therm equal to the Annualized Commodity Cost of Gas from the Company's gas supplier(s). These annualized costs are equal to the corresponding dollar amounts used in the calculation of the Gas Adjustment Clause. The rate will be adjusted by the Factor of Adjustment as defined in Rule III.1.A.2)a), Adjustment of Rates and Charges.

Service Agreement:

The Company and the customer shall execute a Service Agreement in advance of the initiation of transportation service under this service classification.

The Service Agreement shall contain and specify all terms and conditions necessary for the Corporation to provide service to the customer including, but not limited to:

- A. The term of service, including provisions for extension and termination of service.
- B. The exact character of service, including gas volumes, delivery pressures, and date service is to commence.
- C. The specific receipt point(s) and delivery point.
- D. All incremental facilities required to provide service and any necessary financial guarantees regarding recovery of such investment costs.
- E. A listing of base rate charges to be paid for services rendered.
- F. Provisions defining allocations and accounting for gas losses incurred in the provision of transportation service.
- G. Gas nomination procedures required by the Company.
- H. Limitations and treatment of daily and monthly gas imbalances.

Terms and conditions of service included in each Service Agreement required for service hereunder will be established in a manner which does not unduly discriminate between similarly situated customers.

Two copies of each negotiated Service Agreement between the Company and customer will be filed with the Public Service Commission at least thirty (30) days before becoming effective. A summary of each transportation agreement in effect shall be included on a listing appended to this Tariff, P.S.C. No. 1 - Gas.

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

Received: 02/16/1999

Status: EFFECTIVE

Effective Date: 07/01/1999

..DID: 7524

..TXT: PSC NO: 1 GAS

LEAF: 146

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0

INITIAL EFFECTIVE DATE: 03/18/99

SUPERSEDING REVISION:

STAMPS:

Effective date postponed to 07/01/99. See Supplement No. 2, 1, 1

RECEIVED: 02/16/99 STATUS: Effective EFFECTIVE: 07/01/99

SERVICE CLASSIFICATION No. 6

Large Volume Gas Bypass Transportation Service (continued)

Receipt, Transportation and Delivery of Customer-Owned Gas:

On each day during the term of service hereunder, the customer shall deliver or cause to be delivered at the Receipt Point the Daily Transportation Quantity up to but not in excess of the Maximum Daily Transportation Quantity, and the Company will deliver to the Customer the Daily Delivery Quantity. The Customer shall provide to the Company by the 15th of every month notice of the Daily Transportation Quantity scheduled for delivery at the Receipt Point each day of the succeeding month for the Customer's account. The Customer may modify this Schedule by notifying the Company in writing no less than 24 hours before delivery at the Receipt Point. In the event the Customer tenders quantities in excess of the Maximum Daily Transportation Quantity, the Company may, in its sole discretion, transport such excess volumes if sufficient capacity is available in its system.

Rate:

The rate charged for this service shall be negotiated individually with Customers and set forth in the negotiated Service Agreement. The Minimum Rate will recover for the life of the Service Agreement a reasonable contribution to system costs over and above the incremental costs to serve that customer. The cost of the appropriate metering equipment and its installation shall be borne by the Customer.

Heating Value Adjustment:

The volume of gas registered by the customer's meter, in 100 Cu. Ft. will be converted to therms as explained in Rule II.3.G.

Increase in Rates and Charges:

The rates and charges under this service classification, including Minimum Charge, are increased by the applicable percentage as explained in Rule III.2 for service supplied within the municipality where the customer is taking service.

Minimum Charge:

The annual minimum charge will be the greater of:

- a) an amount which will recover the annual levelized carrying charges calculated for the life of the contract for the Company's capital cost and operating expenses incurred to attach the customer and provide service, or
- b) an amount based on 50 percent of annual contract volumes.

The customer will be required to provide guarantees in the amount of this minimum charge over the life of the contract, by letter of credit from a responsible financial institution or other security satisfactory to the Company.

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 147
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 01/15/14 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with order in Case No. 13-M-0661 dated 11/18/13

SERVICE CLASSIFICATION No. 6
Large Volume Gas Bypass Transportation Service (continued)

Imbalance between Receipts and Deliveries of Customer-Owned Gas:

The Customer shall schedule deliveries to the Receipt Point so that, as near as may be possible, the Customer's daily consumption shall equal the Daily Delivery Quantity. Gas supplied hereunder is in addition to and not a part of the Company's system requirements. However, the Company shall, within existing limitations of its system, provide for a balancing between the volume of the Customer's gas requirements and the volumes made available during any hour or day and shall deliver, within existing limitations of its system for limited periods, volumes of gas in excess of maximum hourly and daily volumes of gas made available to the Company by the Customer. At the end of each month, there shall be determined the net amount of surplus or deficiency in deliveries of gas to the Customer's usual service point above or below the volume of gas transported to the Receipt Point to the Company's service area adjusted for losses. The Company shall adjust any net surplus delivered to the Company by adjusting the volume of gas dispatched to the next succeeding month. Deliveries in excess of 20% of the Average Monthly Transportation Quantity will be charged monthly at \$.02 per therm. The customer will be charged for any net deficiency in delivered natural gas at the applicable rate as explained in Special Provision (a).

Terms of Payment:

The Customer shall pay the balance due in cash or its equivalent on receiving the bill, or may be subject to late payment charge in accordance with provisions of Rule II.3E.2.

Term:

The initial term and renewal options shall be provided for in the service agreement, but in no case will it be less than five (5) years.

Special Provisions:

(a) Supplemental service will be provided on an interruptible basis when the Company, at its sole discretion, has gas supply available. The Company may, at its sole discretion, require a reduction or interruption in the rate of supplemental natural gas consumption upon not less than two hours notice by telephone or otherwise to the Customer. The Customer agrees that if he fails to reduce or interrupt service as requested by the Company, the Company may disconnect service and cancel the supplemental gas service or, at the Company's discretion, impose a penalty billed at \$2.50 per therm.

Charges for supplemental service (under-deliveries of Bypass Transportation Quantities) will be no less than the quantity under-delivered times the calendar month rate for by-pass service, plus the quantity under-delivered times the commodity cost of interruptible gas (minimum) and no more than the Effective Rate of S.C. No. 4 (maximum).

Issued by: William J. Akley, President, Hicksville, NY

Received: 04/14/2000

Status: EFFECTIVE

Effective Date: 04/17/2000

..DID: 11758

..TXT: PSC NO: 1 GAS

LEAF: 148

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1

INITIAL EFFECTIVE DATE: 04/17/00

SUPERSEDING REVISION: 0

STAMPS: Issued in compliance with order in Case No. 97-G-1380 dated 12/21/99

RECEIVED: 04/14/00 STATUS: Effective EFFECTIVE: 04/17/00

SERVICE CLASSIFICATION No. 6

Large Volume Gas Bypass Transportation Service (continued)

Special Provisions (continued):

- b) If a discrepancy exists between the monthly transportation quantity indicated by the Customer and by the upstream pipeline(s), the latter's quantity shall be billed to the Customer.
- c) The Transportation gas must be for the Customer's own use and will not be remetered (or submetered), resold, assigned or otherwise disposed of to another or others.
- d) Remote reading devices are required for all Service Agreements. The annual cost of this meter will be included in the incremental costs to serve the customer.
- e) The Company reserves the right to suspend its receipt of gas on behalf of the Customer at any location if it believes that such action is required by its obligation to provide safe and adequate service to its Customers.

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.

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.

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 149
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 12
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 10
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

SERVICE CLASSIFICATION No. 7
Interruptible Transportation Service

Rate Code:
469 - Non-Core Transportation Service for Electric Generators

Rate Code 710, 710A, 711, 720, and 721 are cancelled.

A. Availability and Applicability of Service:

Service for the interruptible transportation of Customer-owned natural gas by the Company under this Service Classification is available to either a single large volume non-residential gas customer that can demonstrate annual natural gas consumption of at least 1,000 DTHM at a single meter or an electric generator that has generation capacity of less than 50 Megawatts.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 150
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 20
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 18
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

SERVICE CLASSIFICATION No. 7
Interruptible Transportation Service (Continued)
(Rate Code: 469)

Availability and Applicability of Service (continued):

1.

Non-Core Transportation for Electric Generators

Any electric generator having generation capacity of less than fifty (50) Megawatts is eligible.

To obtain service under this Service Classification Customer must follow procedures for processing requests from electric generators for non-core gas transportation service pursuant to Leaf Nos. 119.1 to 119.5. In addition, when applying for service Customer must provide the Company with information specified on Leaf Nos. 119.4 to 119.5 and enter into a service agreement with the Company, the form of which appears on Leaf Nos. 119.6 to 119.10. 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. 119.11 to 119.15 must be entered into by the Customer, its Gas Balancing Agent and the Company.

Pursuant to Section B of Service Classification No. 14, any Customer that qualifies for service under this Service Classification may take service under Rate Schedule 1 of Service Classification No. 14 or enter into an individually negotiated agreement with the Company under Rate Schedule 2 of Service Classification No. 14.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 150.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 7
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 5
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

SERVICE CLASSIFICATION No. 7
Interruptible Transportation Service (Continued)
(Rate Codes: 469)

B. Character of Service:

In providing service under this Service Classification, the Company will transport and control the dispatch of the Customer-owned natural gas from the City Gate to the Customer's metered facilities.

1. Non-Core Transportation for Electric Generators

Character of service is in accordance with Section C of Service Classification No. 14.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 150.2
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 10
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 8
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

SERVICE CLASSIFICATION No. 7
Interruptible Transportation Service (Continued)
(Rate Code: 469)

RESERVED FOR FUTURE USE

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 151
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 13
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 11
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

SERVICE CLASSIFICATION No. 7
Interruptible Transportation Service (Continued)
(Rate Code: 469)

C. Rate Information:

1. Non-Core Transportation for Electric Generators

a) Transportation Rates

The applicable monthly charges for transportation service are set forth in Section F of Service Classification No. 14.

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. 14.

c) Value Added Charges

In accordance with provisions set forth in Section H of Service Classification No. 14.

d) Taxes

In accordance with provisions set forth in Service Classification No. 14.

e) Transition Costs Surcharge

In accordance with provisions set forth in Section J of Service Classification No. 14.

f) Charge for Late Payment

In accordance with provisions set forth in Section F of this service classification.

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

PSC NO: 1 GAS LEAF: 152
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 15
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 13
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

SERVICE CLASSIFICATION No. 7
Interruptible Transportation Service (Continued)
(Rate Code: 469)

D. Gas Deliveries, Balancing, Operations and Communications

1. Non-Core Transportation for Electric Generators

Gas deliveries are in accordance with Sections D, E and L of Service Classification No. 14.

E. Terms of Payment:

The Customer shall pay the balance due in cash or its equivalent on receiving the bill, or may be subject to late payment charge.

Charge for Late Payment:

A late payment charge at the rate of one and one half percent (1½%) per month will 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: David B. Doxsee, Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 153
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 9
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 7
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

SERVICE CLASSIFICATION No. 7
Interruptible Transportation Service (Continued)
(Rate Code: 469)

RESERVED FOR FUTURE USE

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 154
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 14
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 12
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

SERVICE CLASSIFICATION No. 7
Interruptible Transportation Service (Continued)
(Rate Code: 469)

RESERVED FOR FUTURE USE

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 154.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 9
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 7
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

SERVICE CLASSIFICATION No. 7
Interruptible Transportation Service (Continued)
(Rate Code: 469)

RESERVED FOR FUTURE USE

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 154.2
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 16
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 14
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

SERVICE CLASSIFICATION No. 7
Interruptible Transportation Service (Continued)
(Rate Code: 469)

RESERVED FOR FUTURE USE

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 154.3
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 6
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 4
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

SERVICE CLASSIFICATION No. 7
Interruptible Transportation Service (Continued)
(Rate Code: 469)

RESERVED FOR FUTURE USE

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 154.4
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 6
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 4
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

SERVICE CLASSIFICATION No. 7
Interruptible Transportation Service (Continued)
(Rate Code: 469)

RESERVED FOR FUTURE USE

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 154.5
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 6
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 4
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

SERVICE CLASSIFICATION No. 7
Interruptible Transportation Service (Continued)
(Rate Code: 469)

RESERVED FOR FUTURE USE

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 154.6
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 5
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 3
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

SERVICE CLASSIFICATION No. 7
Interruptible Transportation Service (Continued)
(Rate Code:

Special Provisions:

Applicable to Non-Core Transportation for Electric Generators

Special Provisions applicable to electric generators under this service classification are set forth in the Special Provisions section of Service Classification No. 14.

b) Monthly Balancing Service is not available to electric generators

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 155
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 5
INITIAL EFFECTIVE DATE: 11/01/14 SUPERSEDING REVISION: 4
STAMPS:

SERVICE CLASSIFICATION NO. 8
Seller Service

A. Availability and Applicability of Service:

Services for all deliveries of natural gas at the Company's City Gate by:

(i) Qualified Customers that purchase natural gas for their own use that have executed a Service Agreement under Service Classification Nos. 5, 7 or 13; and

(ii) Qualified Sellers of natural gas that serve a Pool of one or more Customers which has estimated annual consumption of at least 5,000 dekatherms and that have executed a Service Agreement under Service Classification Nos. 5, 7 or 13.

Service will commence under this Service Classification only after the Company has received in hard copy or by telephone facsimile:

(i) a Seller Agreement for the applicable service period executed by a Customer that purchases natural gas for the customer's own use; or

(ii) a Seller Agreement for the applicable service period executed by a Seller that supplies natural gas to one or more Customers for the applicable service period executed by the Seller upon authorization of Customer or a group of Customers.

Service under this Service Classification will be available commencing April 1, 1996 and will commence on the first day of the month for the second month following the date of notification provided that the Company is in receipt of all applicable Agreements.

B. Character of Service:

Firm, interruptible or temperature-controlled balancing transportation service as determined by the Applicability provisions of the underlying SC 5, 7 or 13 transportation service.

Pursuant to the terms of this Service Classification and Service Classification Nos. 5, 7 or 13, the Company will accept customer-owned natural gas delivered by Seller at the Company's City Gate.

In providing service under this Service Classification and Service Classification No. 5, 7 or 13, the Company will transport and control the dispatch of the customer-owned natural gas from the Company's City Gate points of receipt as described in the GTOP Manual to the customer's metered facilities. The Company will utilize its City Gate entitlements as a member of the New York Facilities to receive the customer-owned natural gas.

Service under this Service Classification shall consist of transportation of natural gas, or a suitable mixture of natural and manufactured gas of a Btu content of not less than 950 Btu per cubic foot (dry basis) on a monthly average, supplied at pressures within the limits prescribed by the Public Service Commission.

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

PSC NO: 1 GAS LEAF: 156
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 8
INITIAL EFFECTIVE DATE: 08/01/15 SUPERSEDING REVISION: 7
STAMPS: Issued in compliance with Order in Case 14-G-0315 dated 07/17/15

SERVICE CLASSIFICATION No. 8

Seller Service (Continued)

C. Qualification of Seller:

For qualification requirements please refer to the Uniform Business Practices for Retail Access Section 3 - Creditworthiness.

D. 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.

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 7 and SC 13 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 7 and SC 13 customers under the Non-Core Monthly Balancing Program.

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PSC NO: 1 GAS LEAF: 157
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 13
INITIAL EFFECTIVE DATE: 11/01/17 SUPERSEDING REVISION: 12
STAMPS:

SERVICE CLASSIFICATION No. 8

Seller Service (continued)

E. Statement of Seller Charges and Adjustments (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 7 and SC 13 customers (excluding electric generators)

b) Electric Generator Non-Core Transportation

Applicable to electric generators, or Sellers that serve electric generators, taking service under SC 7 or SC 14.

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-0058.

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3. Average Fixed Cost Credits

Average Fixed Cost Credits are applicable to Sellers serving transportation customers served under Service Classification No. 5. The Average Fixed Cost Credits are determined in accordance with Rule III.1.C.4.

PSC NO: 1 GAS LEAF: 157.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 08/01/15 SUPERSEDING REVISION: 3
STAMPS: Issued in compliance with Order in Case 14-G-0315 dated 07/17/15

SERVICE CLASSIFICATION No. 8

Seller Service (continued)

E. Statement of Seller Charges and Adjustments (continued)

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.

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 dollar per dekatherm 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: David B. Doxsee, Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 157.2
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 01/01/17 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with Order in C.16-G-0058 dated December 16, 2016
SERVICE CLASSIFICATION No. 8

Seller Service (continued)

E. Statement of Seller Charges and Adjustments (continued)

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

i) 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.

ii) 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.

b) Operational Flow Order ("OFO") Penalty Charge: \$50.00 per dekatherm

i) Core Monthly Balancing Program

Charged on any day that 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.

ii) 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.

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

PSC NO: 1 GAS LEAF: 157.3
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0
INITIAL EFFECTIVE DATE: 11/01/14 SUPERSEDING REVISION:
STAMPS:

SERVICE CLASSIFICATION No. 8

Seller Service (continued)

E. Statement of Seller Charges and Adjustments (continued)

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 NY Index published at the start of each month in the Platts 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 that were in effect during the month.

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

PSC NO: 1 GAS LEAF: 158
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 10
INITIAL EFFECTIVE DATE: 05/01/16 SUPERSEDING REVISION: 9
STAMPS: Issued in compliance with Order in C. 14-G-0330 and C. 06-G-1186 dated 10/23/14

SERVICE CLASSIFICATION No. 8
Seller Service (continued)

7. Mandatory Capacity Program

Applicable to Sellers participating in the Company's Mandatory Capacity Program.

a) Tier 1 - Pipeline Capacity Release

The WACOC is a per dekatherm price determined in accordance with General Information Leaf No. 17.1.

b) Tier 2A - Physical Storage Capacity Release

Weighted Average Cost of Capacity ("Storage WACOC") is a per dekatherm capacity price determined in Leaf No. 17.1.

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 Cost of Capacity ("Storage WACOC") is a per dekatherm capacity price determined in Leaf No. 17.1.

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. 159.3.2.

Tier 2B Commodity Price - is a per dekatherm variable price determined in accordance with Leaf No. 159.3.3.

d) Tier 3 - Peaking Service

Tier 3 Commodity Price - is a per dekatherm variable price determined in accordance with Leaf No. 159.4.

8. Merchant Function Charges

Applicable to Sellers participating in the Company's Purchase of Receivables (POR) Program.

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

PSC NO: 1 GAS LEAF: 158.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 05/01/16 SUPERSEDING REVISION: 3
STAMPS: Issued in compliance with Order in C. 14-G-0330 and C. 06-G-1186 dated 10/23/14

SERVICE CLASSIFICATION No. 8
Seller Service (continued)

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. 72.1.

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. 73.2.

9. Unaccounted For Gas (UFG)

A percentage UFG described on General Information Leaf No. 17.1.

F. Core Monthly Balancing Program

Sellers serving customers taking transportation service under SC 5 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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Effective date postponed to 10/01/2016. See Supplement No. 65.

PSC NO: 1 GAS LEAF: 158.2
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 01/01/17 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with Order in C.16-G-0058 dated December 16, 2016

SERVICE CLASSIFICATION No. 8

Seller Service (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. Weather True-up

- a) The Company will perform a Weather True-up adjustment each gas day to account for any differences between actual and forecasted daily temperatures and the impact of these temperature differences on the Seller's daily delivery quantity. The Weather True-up adjustment will be applied to the Seller's Tier 2B Retail Access Storage inventory balance on a one-day lagged basis.
 - 1) If actual daily temperatures are warmer than forecasted, the weather true-up adjustment will be positive and will increase the storage inventory balance.
 - 2) If actual daily temperatures are colder than forecasted, the weather true-up adjustment will be negative and will reduce the storage inventory balance.

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

PSC NO: 1 GAS LEAF: 158.2.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0
INITIAL EFFECTIVE DATE: 04/01/15 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Order in C. 14-G-0330 and C. 06-G-1186
dated 10/23/14

SERVICE CLASSIFICATION No. 8
Seller Service (continued)

F. Core Monthly Balancing Program (continued)

2. City Gate Balancing (continued)

- 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. Weather True-up

- a) The Company will perform a Weather True-up adjustment each day to account for any differences between actual and forecasted daily temperatures and the impact of these temperature differences on the Seller's daily delivery quantity. The Weather True-up adjustment will be applied to the Seller's Tier 2B Retail Access Storage inventory balance.
 - 1) If actual daily temperatures are warmer than forecasted, the weather true-up adjustment will be positive and will increase the storage inventory balance.
 - 2) If actual daily temperatures are colder than forecasted, the weather true-up adjustment will be negative and will reduce the storage inventory balance.
- 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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PSC NO: 1 GAS LEAF: 158.3
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 05/01/16 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with Order in C. 14-G-0330 and C. 06-G-1186 dated 10/23/14

SERVICE CLASSIFICATION No. 8
Seller Service (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.

- a) The Company will first determine the total 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.
- b) The Seller will be responsible for eliminating this imbalance through monthly imbalance trading and/or cash out.

G. Non-Core Monthly Balancing Program

Sellers serving customers taking transportation service under SC 7 or SC 13 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' 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 required 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. 8

Seller Service (continued)

G. Non-Core Monthly Balancing Program (continued)

2. Swing Service Demand Charge (continued)

Seller shall pay a swing service monthly demand charge 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 $\pm 2\%$.

- 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.
- 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 accepts the gas, which it may do at its sole discretion, 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 Sellers serving customers under Service Classification Nos. 7 and 13, and 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 monthly consumption of the Seller's Pool, grossed up for UFG.

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STAMPS:

SERVICE CLASSIFICATION NO. 8
Seller Service (continued)

G. Non-Core Monthly Balancing Program (continued)

4. Monthly Imbalance Account (continued)

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.

H. Daily Balancing Program

Sellers serving customers taking transportation service under SC 7 or SC 13 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' 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 UFG with the Pool's actual consumption throughout the day.

Sellers serving pools comprised of SC 13 customers are responsible for delivering gas to the Company, except when such transportation service has been interrupted by the Company.

Sellers serving pools comprised of SC 7 customers are responsible for delivering gas to the Company, except when such transportation has been interrupted by the Company or when the Seller elects to burn an alternate fuel. The Company will use reasonable efforts to provide customers 24 hours' notice of interruption.

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SERVICE CLASSIFICATION NO. 8

Seller Service (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 UFG 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 UFG 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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STAMPS:

SERVICE CLASSIFICATION NO. 8
Seller Service (continued)

H. Daily Balancing Program (continued)

3. Daily Cash Out (continued)

b) (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

- 3) The Seller has a positive daily imbalance:

The Seller's positive daily imbalance quantity will be transferred to his Monthly Imbalance Account.

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STAMPS:

SERVICE CLASSIFICATION NO. 8
Seller Service (continued)

H. Daily Balancing Program (continued)

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 UFG and the sum of the Pool's daily telemetered consumption volumes grossed up for UFG.

I. Monthly Imbalance Trading and Cash Out

Effective December 1, 2011, pursuant to Sections IV and V of the GTOB 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 5 customers are limited to trading among themselves, 2) Sellers that serve SC 7 and 13 customers and participate in the Company's Non-Core Monthly Balancing Program are limited to trading among themselves and 3) Sellers that serve SC 7 and 13 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.

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.

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SERVICE CLASSIFICATION NO. 8
 Seller Service (continued)

I. Monthly Imbalance Trading and Cash Out (continued)

2. Daily Balancing Program (continued)

a) 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.

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 5 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 7 and 13 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.

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SERVICE CLASSIFICATION NO. 8
Seller Service (continued)

J. Mandatory Capacity Program (Continued)

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 for 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.
- 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 the 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 Seller's Pool, grossed up for UFG. 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 Company's GTOP manual.

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SERVICE CLASSIFICATION NO. 8
Seller Service (continued)

J. Mandatory Capacity Program (Continued)

2. Tier 2A - Storage Capacity Release

a) Release of Storage Capacity

The Company will release capacity in each of the releasable storage contracts specified in the GTOP Manual to the Seller or Seller's Agent for each 12-month period starting May 1st. The amount of capacity released in each 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 Company's Slope Component. The total Tier 2A Storage Capacity Release Volume is equal to the sum of the quantities released in each storage contract.

Seller will pay the following monthly charges directly to the storage provider:

Tier 2A Demand Charge

The Tier 2A Demand Price stated in dollars per dekatherm reflects the Company's weighted average cost of storage capacity plus the fixed costs of the associated storage transportation contracts. Seller will pay a Tier 2A Demand Charge each month determined by multiplying the Tier 2A Demand Price by the amount of storage capacity that is released.

The Tier 2A Variable Charges

The variable rates and fuel charged by the storage provider.

b) Transfer of Storage Inventory

In conjunction with the storage capacity release, the Company will transfer 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 storage inventory transferred will be in proportion to: 1) the amount of storage capacity that is released to the Seller and 2) the amount of the Company's inventory that is available as of May 1st.

The Tier 2A Storage Inventory Price stated in dollars per dekatherm is equal to the Company's weighted average commodity cost of gas in storage as of May 1st. Seller will pay a storage inventory charge to the Company determined by multiplying the Tier 2A Storage Inventory Price by the amount of storage inventory transferred to the Seller.

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SERVICE CLASSIFICATION NO. 8
Seller Service (continued)

J. Mandatory Capacity Program (Continued)

2. Tier 2A - Storage Capacity Release (continued)

c) Release of Transportation Capacity Associated with Storage

Each 12-month period starting May 1st, the Company will release capacity to the Seller or Seller's Agent on each of the pipeline transportation contracts specified in the GTO Manual that are used in conjunction with released storage capacity. The amount of capacity released on each transportation contract will be in proportion to the amount of storage capacity that is released.

The fixed costs of the transportation contracts will be included in the Tier 2A Demand Charge and will not be separately charged to the Seller. The variable charges of the transportation contracts will be paid directly to the pipeline each month by the Seller.

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SERVICE CLASSIFICATION NO. 8

Seller Service (continued)

J. Mandatory Capacity Program (Continued)

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 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.

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SERVICE CLASSIFICATION NO. 8

Seller Service (continued)

J. Mandatory Capacity Program (Continued)

2. Tier 2A - Physical Storage Capacity Release - continued

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.

d) Minimum Storage Requirements

Sellers participating in Monthly Balancing Service will be 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.

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SERVICE CLASSIFICATION NO. 8

Seller Service (continued)

J. Mandatory Capacity Program (Continued)

2. Tier 2A - Physical Storage Capacity Release - continued

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.

3. Tier 2B - Retail Access Storage

a) Quantity

The Company will provide Sellers Tier 2B Retail Access Storage 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.

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SERVICE CLASSIFICATION NO. 8

Seller Service (continued)

J. Mandatory Capacity Program (Continued)

3. Tier 2B - Retail Access Storage - continued

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

Seller will pay on each month a Tier 2B Commodity Charge computed by multiplying 1) the Tier 2B Commodity Price per dekatherm price by 2) the Tier 2B volumes the Seller delivers to the Company's city gate.

c) Nominations, Operations and Inventory Transfer

In accordance with the GTOP Manual.

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SERVICE CLASSIFICATION NO. 8

Seller Service (continued)

J. Mandatory Capacity Program (Continued)

3. Tier 2B - Retail Access Storage (continued)a. Creditworthiness Guidelines

Sellers that do not meet the creditworthiness guidelines set forth in the Uniform Business Practices will be required to prepay for Tier 2B Retail Access Storage. Prepayment must be made via wire transfer or ACH payment by 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 Storage for that month.

The prepayment amount will be trued up when actual costs of the Tier 2B Retail Access Storage are 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 through April 30th when the estimated consumption of the Seller's Pool exceeds the sum of 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

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.

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SERVICE CLASSIFICATION NO. 8
Seller Service (continued)

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 (GTOP) 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 GTOP Manual, Section VII, as filed with the Public Service Commission.

3. Operational Flow Orders

The Company shall have the right to issue Operational Flow Orders (OFOs) to maintain system reliability or to ensure the Company's continued ability to provide service to its firm customers.

Additional information on OFOs are set forth in the Company' GTOP Manual.

L. Termination of Service for Failure to Deliver Daily Transportation Quantities:

The Company shall have the right to terminate service under this Service Classification to any Seller that participates in the Core or Non-Core Monthly Balancing Program that fails to deliver at least ninety (90) percent of the applicable DDQ for any three (3) days of a calendar month or any five (5) days within a twelve (12) month period.

M. Terms of Payment:

The Customer shall pay the balance due in cash or its equivalent on receiving the bill, or may be subject to late payment charge in accordance with provisions of Rule II.3E.2. The Company may elect to utilize the deposit to satisfy late payments.

N. Term:

A Seller Agreement shall have a minimum term of one year, but may be terminated by the Seller on sixty (60) days written notice to the Company and by the Company in a manner provided by Law and the Rules and Regulations set forth in this Service Classification. This term will be extended for additional twelve (12) month periods unless otherwise terminated.

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

PSC NO: 1 GAS
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I.
INITIAL EFFECTIVE DATE: 11/01/14
STAMPS:

LEAF: 161
REVISION: 8
SUPERSEDING REVISION: 7

SERVICE CLASSIFICATION NO. 8
Seller Service (continued)

O. Special Provisions:

- (a) Subject to Terms of Service Classification No. 5: Sellers that execute a Seller Agreement under this Service Classification are bound by the applicable provisions of Service Classification No. 5.
- (b) Remote Reading Devices: Each Customer has the option of having a remote reading device installed for service under Service Classification No. 5. Sellers that contract to sell natural gas to Customers electing not to have a remote reading device installed agree to accept the accuracy of the Company's estimates for calculating a customer's DDQ.
- (c) Regulatory Approvals: Sellers shall make all necessary arrangements, obtain all necessary regulatory approvals and be responsible for all costs including taxes to appropriate governmental entities for the acquisition and transportation of the gas supply delivered to the Company's City Gate on behalf of a Customer or an aggregation group.
- (d) Errors in Calculating Core and Non-Core DDQ: A Seller that takes service under this Service Classification and participates in the Core and Non-Core Monthly Balancing Program accepts the Company's calculation of the Core and Non-Core DDQ. The Company shall not be liable for errors in the calculation of the applicable Core and Non-Core DDQ.
- (e) Force Majeure: Seller will be excused from delivering the required gas supplies on any given day for Force Majeure events which directly and substantially affect a 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 the 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 a Seller from performing pursuant to this Service Classification to the extent of such curtailment. If at such time the 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. The 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.
- (f) Warranty of Title: Seller warrants that, at the time of delivery of gas to the Company, Seller or Customer will have good title to deliver all gas volumes made available.

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

PSC NO: 1 GAS LEAF: 161.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 12
INITIAL EFFECTIVE DATE: 11/01/14 SUPERSEDING REVISION: 11
STAMPS:

SERVICE CLASSIFICATION NO. 8
Seller Service (continued)

O. Special Provisions (continued)

- (g) Control and Possession of Gas: After Seller delivers gas or causes gas to be delivered to the Company at the company's City Gate, the Company shall be deemed to be in control and possession of the gas until it is redelivered to Customer at customer's meter. Seller shall have no responsibility, unless otherwise specified herein, with respect to any gas delivered by the Company or on account of anything which may be done, happen or arise with respect to such gas while such gas is in the control and possession of the Company.

The Company shall have no responsibility with respect to such gas before Seller delivers such gas to the Company or after the Company redelivers such gas to Customer at customer's meter; or on account of anything which may be done, happen or arise with respect to such gas before such delivery or after such redelivery.

- (h) The Company will permit Sellers served under this service classification to trade City Gate imbalances with other Sellers served under this service classification provided that: (1) all imbalance trading occurs on the same interstate pipeline (2) all imbalances are traded on the same day (3) the Company is notified by the parties of their intention to trade imbalances in writing no later than 48 hours following the day on which the imbalance trading occurs and (4) the Company approves the imbalance trade.

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

Received: 06/29/2004

Status: EFFECTIVE
Effective Date: 10/01/2004

PSC NO: 1 GAS LEAF: 161.2
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 10/01/04 SUPERSEDING REVISION: 1
STAMPS:

Reserved For Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

Received: 06/29/2004

Status: EFFECTIVE
Effective Date: 10/01/2004

PSC NO: 1 GAS LEAF: 161.3
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 10/01/04 SUPERSEDING REVISION: 1
STAMPS:

Reserved For Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

Received: 06/29/2004

Status: EFFECTIVE
Effective Date: 10/01/2004

PSC NO: 1 GAS LEAF: 161.4
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 10/01/04 SUPERSEDING REVISION: 1
STAMPS:

Reserved For Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 162
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 14
INITIAL EFFECTIVE DATE: 04/01/23 SUPERSEDING REVISION: 13
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

**Service Classification No. 9
Uncompressed Natural Gas Vehicle Full Service
(Rate Code: 800)**

Applicable To Use of Service For:

The fueling of vehicles operating on natural gas and upon written application and acceptance by the Company. Availability of such service shall be subject to the conditions set forth in Rule 7B. All gas used under this Service Classification must be consumed as motor fuel.

In addition, new NGV customers can elect an interruptibility option.

Character of Service:

Natural gas, or any suitable mixture of natural and manufactured gas, of a BTU content of not less than 950 BTU per cubic foot (dry basis) on a monthly average, supplied from a distribution main with a maximum allowable operating pressure greater than or equal to 30 psi.

Rate: (per meter, per month)

First	3 therms or less per month	\$38.00
Excess of 3 therms	per month	\$ 0.6165

Gas and Pipeline Costs and Adjustments:

(a) The charges set forth in this Service Classification shall be subject to an adjustment as explained in Section III.1, Gas and Pipeline Costs and Adjustments.

Heating Value Adjustment:

The volume of gas registered by the Customer's meter in 100 Cu. Ft. will be converted to therms as explained in Rule II.3G. The Customer's meter is that owned by the Company and located at the inlet to the refueling station.

Increase in Rates and Charges:

The rates and charges under this Service Classification are increased by the applicable percentage as explained in Rule III.2 for service supplied within the municipality where the Customer is taking service.

Minimum Charge: \$38.00 per meter, per month.

Terms of Payment:

Net cash, may be subject to a late payment charge in accordance with provisions of Rule II.3E.2.

Terms:

Terminable by the Customer on five days written notice to the Company and by the Company in the manner provided by law and the rules and regulations of the Company.

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

PSC NO: 1 GAS LEAF: 163
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with order in Case 19-G-0310 dated August 12, 2021

Service Classification No. 9
Uncompressed Natural Gas Vehicle Full Service (continued)
(Rate Code: 800)

Special Provisions:

(a) Service furnished under this Service Classification shall be separately metered and shall not be substituted for nor used interchangeably with service under any other Service Classification.

(b) Service rendered hereunder shall be for a single Customer at a single location. Individual agreements are required for each location.

(c) When, in the Company's opinion, adequate system capacity is not available to provide service without reinforcement to the system, the Customer may be required to contribute to that reinforcement. In such cases, reinforcement costs paid for by the Customer will be determined by an analysis of Customer's adjusted gas revenues.

(d) 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 "Farmingdale Airport Temperature" for the purposes of a Company-initiated interruption will be the temperature measured by the National Weather Service at Farmingdale 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.

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

PSC NO: 1 GAS LEAF: 164
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 8
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 6
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

Service Classification No. 9 - continued

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, Hicksville, NY

PSC NO: 1 GAS LEAF: 165
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 01/01/17 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with Order in C.16-G-0058 dated December 16, 2016

Reserved for Future Use

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

PSC NO: 1 GAS LEAF: 166
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 04/01/06 SUPERSEDING REVISION: 0
STAMPS:

Service Classification No. 11
Uncompressed Natural Gas Vehicle Transportation Service
(Rate Code: 802)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 167
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 04/01/06 SUPERSEDING REVISION: 2
STAMPS:

Service Classification No. 11
Uncompressed Natural Gas Vehicle Transportation Service
(Rate Code: 802)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

PSC NO: 1 GAS LEAF: 168
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 04/01/06 SUPERSEDING REVISION: 2
STAMPS:

Service Classification No. 11
Uncompressed Natural Gas Vehicle Transportation Service
(Rate Code: 802)

Reserved for Future Use

Issued by Joseph F. Bodanza, Senior Vice President and Chief Accounting Officer, Hicksville, NY

Received: 08/22/2002

Status: EFFECTIVE

Effective Date: 08/23/2002

..DID: 20287

..TXT: PSC NO: 1 GAS

LEAF: 168.1

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1

INITIAL EFFECTIVE DATE: 08/23/02

SUPERSEDING REVISION: 0

STAMPS: Issued in compliance with order in Case 99-G-1469 dated 5/23/02

RECEIVED: 08/22/02 STATUS: Effective EFFECTIVE: 08/23/02

Service Classification No. 11

Uncompressed Natural Gas Vehicle Transportation Service (continued)

(Rate Code: 802)

RESERVED FOR FUTURE USE

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

Issued in compliance with order in Case 99-G-1469 dated 5/23/02

PSC NO: 1 GAS LEAF: 169
COMPANY: KEYSPAN GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 8
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 6
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 12 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 170
COMPANY: KEYSPAN GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 14
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 12
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 12 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 171
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 5
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 3
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 12 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 172
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 14
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 12
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 12 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 172.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 7
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 5
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 12 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 173
COMPANY: KEYSPAN GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 7
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 5
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 12 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 173.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 12
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 10
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 12 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 174
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 12
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 10
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 12 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 174.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 5
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 3
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 12 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 174.2
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 12 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 175
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 9
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 7
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 13 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 176
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 11
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 9
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 13 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 176.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 5
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 3
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 13 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 177
COMPANY: KEYSPAN GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 17
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 15
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 13 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 178
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 8
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 6
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 13 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 179
COMPANY: KEYSPAN GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 13
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 11
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 13 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 180
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 10
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 8
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 13 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 181
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 9
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 7
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 13 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 182
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 19
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 17
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 13 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 183
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 15
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 13
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 13 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 183.1
COMPANY: KEYSPAN GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 7
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 5
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 13 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 183.2
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 13 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 183.3
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 6
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 4
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 13 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 183.4
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

Service Classification No. 13 is cancelled.

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

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 184
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 8
INITIAL EFFECTIVE DATE: 01/01/17 SUPERSEDING REVISION: 7
STAMPS: Issued in compliance with Order in C.16-G-0058 dated December 16, 2016

SERVICE CLASSIFICATION NO. 14
NON-CORE TRANSPORTATION SERVICE FOR ELECTRIC GENERATION
(Rate Code: 468)

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 Platts' 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 Platts' Gas Daily expressed in \$/dth.

Daily Market Gas Cost - The average Transco Zone 6 (NY) midpoint and high price for the day of the gas flow reported in Platts' Gas Daily expressed in \$/dth.

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

PSC NO: 1 GAS LEAF: 185
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 7
INITIAL EFFECTIVE DATE: 01/01/17 SUPERSEDING REVISION: 6
STAMPS: Issued in compliance with Order in C.16-G-0058 dated December 16, 2016

SERVICE CLASSIFICATION NO. 14 (Continued)

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-14. 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. 7 or 14.

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.

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

PSC NO: 1 GAS LEAF: 186
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 7
INITIAL EFFECTIVE DATE: 08/01/15 SUPERSEDING REVISION: 6
STAMPS:

SERVICE CLASSIFICATION NO. 14 (Continued)

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.

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.

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.

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

PSC NO: 1 GAS LEAF: 187
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 8
INITIAL EFFECTIVE DATE: 11/01/14 SUPERSEDING REVISION: 7
STAMPS:

SERVICE CLASSIFICATION NO. 14 (Continued)

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 natural gas transportation service for their electric generation 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.

To obtain service under this Service Classification Customer must follow procedures for processing requests from electric generators for gas transportation service pursuant to Leaf Nos. 119.1 to 119.3. In addition, when applying for service Customer must provide the Company with information specified on Leaf Nos. 119.4 to 119.5 and enter into a service agreement with the Company, the form of which appears on Leaf Nos. 119.6 to 119.10. 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. 119.11 to 119.15 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 Customer stipulates in writing that the Customer is willing and able to shut down during periods of interruption.

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

PSC NO: 1 GAS LEAF: 188
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 11/01/14 SUPERSEDING REVISION: 1
STAMPS:

SERVICE CLASSIFICATION NO. 14 (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.

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

PSC NO: 1 GAS LEAF: 188.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 11/01/14 SUPERSEDING REVISION: 0
STAMPS:

SERVICE CLASSIFICATION NO. 14 (Continued)

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 1% to provide for system use and losses within the Company's distribution system. The Company reserves the right to petition the Public Service Commission for permission to change the system use and losses percentage factor in the event it determines that a change is required to more accurately reflect system use and 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.

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.

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. 7 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).

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

PSC NO: 1 GAS LEAF: 189
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 11/01/17 SUPERSEDING REVISION: 2
STAMPS:

SERVICE CLASSIFICATION NO. 14 (Continued)

A. 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:

- | | | |
|----|--|------------|
| 1) | Contribution to Fixed Costs ----- | \$0.10/dth |
| 2) | Unitized Long Run Marginal Costs ----- | \$0.14/dth |

b) Value Added Charge

Determined in accordance with Leaf No. 194.

c) Daily Balancing Service Demand Charge

Applicable to customers in accordance with Special Provision No. 5 on Leaf No. 197 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 Charges, under this Service Classification, whether such quantity is actually transported. 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.

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

Effective date postponed to 02/01/2018. See Supplement No. 73.

PSC NO: 1 GAS LEAF: 190
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 7
INITIAL EFFECTIVE DATE: 01/01/17 SUPERSEDING REVISION: 6
STAMPS: Issued in compliance with Order in C.16-G-0058 dated December 16, 2016

SERVICE CLASSIFICATION NO. 14 (Continued)

a) Daily Balancing Charges:

The Company shall balance the Customer's account at the end of each day to zero including any lost and unaccounted for gas. 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 provision for lost and unaccounted gas, for that day.

The following provisions will apply:

- 1) For imbalances where the quantities of natural gas delivered are greater than the quantities of gas consumed by the Customers:
 - i) 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.
 - ii) 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;
 - iii) 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;
 - iv) 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;

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

PSC NO: 1 GAS LEAF: 191
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 05/21/18 SUPERSEDING REVISION: 3
STAMPS:

SERVICE CLASSIFICATION NO. 14 (Continued)

- v) 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;
- 2) For imbalances where the quantities of natural gas consumed by the Customer are greater than the quantities of gas delivered:
- i) for 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.
 - ii) for quantities of natural gas consumed by the Customer that exceed the quantities of natural gas delivered 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;
 - iii) for quantities of natural gas consumed by the Customer that exceed the quantities of natural gas delivered 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;
 - iv) 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;
 - v) 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.1) or f.2) are considered penalties.

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

PSC NO: 1 GAS LEAF: 191.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0
INITIAL EFFECTIVE DATE: 11/01/17 SUPERSEDING REVISION:
STAMPS:

SERVICE CLASSIFICATION NO. 14 (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 IGT-South Commack/Northport and Transco-Long Beach. 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).

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

PSC NO: 1 GAS LEAF: 192
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 11/01/14 SUPERSEDING REVISION: 2
STAMPS:

SERVICE CLASSIFICATION NO. 14 (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 Charges and Charges 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.

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

PSC NO: 1 GAS LEAF: 193
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 11/01/14 SUPERSEDING REVISION: 2
STAMPS:

SERVICE CLASSIFICATION NO. 14 (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 gas 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.

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

PSC NO: 1 GAS LEAF: 194
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 08/01/15 SUPERSEDING REVISION: 1
STAMPS:

SERVICE CLASSIFICATION NO. 14 (Continued)

G. 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 Customer's 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.

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

PSC NO: 1 GAS LEAF: 195
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 12/13/21 SUPERSEDING REVISION: 3
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

SERVICE CLASSIFICATION NO. 14 (Continued)

G. 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. 75.

H. 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. 17.1. This charge will be included on the Statement of Comprehensive Transportation and Balancing Service Rates and Charges filed with the Commission.

I. CHARGE FOR LATE PAYMENT:

Pursuant to provisions contained in General Information Leaf No. 44.

J. Operations

1. 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 customers will be asked to confirm their contact information.

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

PSC NO: 1 GAS LEAF: 195.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 07/01/17 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with Order in C.15-G-0185 dated June 16, 2017

SERVICE CLASSIFICATION NO. 14 (Continued)

L. Operations

1. Communications Protocols (continued)

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

PSC NO: 1 GAS LEAF: 196
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 11/01/14 SUPERSEDING REVISION: 1
STAMPS:

SERVICE CLASSIFICATION NO. 14 (Continued)

2. Gas Delivery Nomination Procedures

Gas Delivery Nomination Procedures are described in the Company's Gas Transportation Operating Procedures Manual, Section IV and Section V, as filed with the Public Service Commission.

3. 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.

4. 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.5.A.4.
- 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.

M. 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.

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

PSC NO: 1 GAS LEAF: 197
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 11/01/14 SUPERSEDING REVISION: 3
STAMPS:

SERVICE CLASSIFICATION NO. 14 (Continued)

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 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 use and losses, equal to the Customer's Daily Nomination Quantity, divided by 24.
5. 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 Seller Charges and Adjustments and referred to as the Daily Balancing Service Demand Charge that is applicable to electric generators.

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

PSC NO: 1 GAS LEAF: 198
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 11/01/14 SUPERSEDING REVISION: 0
STAMPS:

SERVICE CLASSIFICATION NO. 14 (Continued)

6. 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.
7. 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.
8. 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.
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.

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

PSC NO: 1 GAS LEAF: 199
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 11/01/14 SUPERSEDING REVISION: 3
STAMPS:

SERVICE CLASSIFICATION NO. 14 (Continued)

RESERVED FOR FUTURE USE

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

Effective date postponed to 08/01/2015. See Supplement No. 1.

Received: 02/15/2013

Status: EFFECTIVE
Effective Date: 06/01/2013

PSC NO: 1 GAS LEAF: 200
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 06/01/13 SUPERSEDING REVISION: 1
STAMPS:

RESERVED FOR FUTURE USE

Issued by: William J. Akley, President, Hicksville, NY

PSC NO: 1 GAS LEAF: 201
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 06/01/13 SUPERSEDING REVISION: 1
STAMPS:

RESERVED FOR FUTURE USE

Issued by: William J. Akley, President, Hicksville, NY

PSC NO: 1 GAS LEAF: 202
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 06/01/13 SUPERSEDING REVISION: 1
STAMPS:

RESERVED FOR FUTURE USE

Issued by: William J. Akley, President, Hicksville, NY

PSC NO: 1 GAS LEAF: 203
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 06/01/13 SUPERSEDING REVISION: 1
STAMPS:

RESERVED FOR FUTURE USE

Issued by: William J. Akley, President, Hicksville, NY

PSC NO: 1 GAS LEAF: 204
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 06/01/13 SUPERSEDING REVISION: 1
STAMPS:

RESERVED FOR FUTURE USE

Issued by: William J. Akley, President, Hicksville, NY

PSC NO: 1 GAS LEAF: 205
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 06/01/13 SUPERSEDING REVISION: 1
STAMPS:

RESERVED FOR FUTURE USE

Issued by: William J. Akley, President, Hicksville, NY

PSC NO: 1 GAS LEAF: 206
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 06/01/13 SUPERSEDING REVISION: 0
STAMPS:

RESERVED FOR FUTURE USE

Issued by: William J. Akley, President, Hicksville, NY

PSC NO: 1 GAS LEAF: 207
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 06/01/13 SUPERSEDING REVISION: 0
STAMPS:

RESERVED FOR FUTURE USE

Issued by: William J. Akley, President, Hicksville, NY

PSC NO: 1 GAS LEAF: 208
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 06/01/13 SUPERSEDING REVISION: 0
STAMPS:

RESERVED FOR FUTURE USE

Issued by: William J. Akley, President, Hicksville, NY

PSC NO: 1 GAS LEAF: 209
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 06/01/13 SUPERSEDING REVISION: 0
STAMPS:

RESERVED FOR FUTURE USE

Issued by: William J. Akley, President, Hicksville, NY

PSC NO: 1 GAS LEAF: 210
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 06/01/13 SUPERSEDING REVISION: 0
STAMPS:

RESERVED FOR FUTURE USE

Issued by: William J. Akley, President, Hicksville, NY

PSC NO: 1 GAS LEAF: 211
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 14
INITIAL EFFECTIVE DATE: 04/01/23 SUPERSEDING REVISION: 13
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

SERVICE CLASSIFICATION No. 15
High Load Factor Service
(Rate Code: 260)

Applicable to Use of Service for:

Available to any consumer, upon written application and acceptance by the Company, for gas service used for the operation of either:

- i) Cogeneration or other gas-fired equipment in which the ratio of average hourly use to the maximum rated hourly input is 50% or greater; or
- ii) 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.

The generation capacity of the cogeneration and/or distributed generation equipment is 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. Availability of such service shall be subject to the conditions set forth in Rule II.7B.

Character of Service:

Continuous natural gas, or a suitable mixture of natural and manufactured gas of a Btu content of not less than 950 Btu per cubic foot (dry basis) on a monthly average, supplied at pressures within the limits prescribed by the Public Service Commission.

Rate: (per meter, per month)

First	10 therms or less per month	\$153.35
All over	10 therms per month	\$ 0.2243 per therm

Gas and Pipeline Costs and Adjustments:

In addition to the above charges, customers will pay the monthly Gas and Pipeline Costs per therm of gas supplied hereunder, as well as other consumption-based unit adjustments reflected in the General Information leaves of this Tariff. The charges set forth in this Service Classification shall be subject to an adjustment as explained in Section III.1, Gas and Pipeline Costs and Adjustments.

Minimum Charge:

\$153.35 per meter, per month, exclusive of Gas and Pipeline Costs and Adjustments and increase in rates and charges.

Heating Value Adjustment:

The volume of gas registered by the customer's meter, in 100 Cu. Ft., will be converted to therms as explained in Rule II.3G.

Increase in Rates and Charges:

The Rates and Charges under this Service Classification, including Gas and Pipeline Costs and Adjustments and Minimum Charges, are increased by the applicable percentage as explained in Section III.2. for service supplied within the municipality where the Customer is taking service.

Terms of Payment:

Net cash, subject to any applicable late payment charge in accordance with provisions of Rule II.3E.2.

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

PSC NO: 1 GAS LEAF: 212
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 08/01/15 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with Order in Case 14-G-0315 dated 07/17/15

SERVICE CLASSIFICATION No. 15
High Load Factor Service (continued)
(Rate Code: 260)

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 of the Company.

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. Distributed generation means the on-site production of electricity and/or mechanical energy.
- (b) 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 acceptable security prior to incurring any additional facilities costs.
- (c) 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").
- (d) A customer with less than two years on this service and who received extension of facilities without charge or received a cash incentive, will be required to conform to Rule II.2B.1.2. for purposes of transferring to an interruptible type service.
- (e) 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.

Additional Charge:

Customers whose use of gas exceeds the permissible quantities set forth in accordance with provisions of Rule II.7B.5. will be subject to an additional charge of nine (9) times the charge indicated in the terminal (lowest) block including the applicable increases as explained in Section III.2. The imposition of such additional charge shall not limit any rights of the Company to terminate gas service provided for in this schedule for gas service.

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

PSC NO: 1 GAS LEAF: 213
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 15
INITIAL EFFECTIVE DATE: 04/01/23 SUPERSEDING REVISION: 14
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

SERVICE CLASSIFICATION No. 16
Year-Round Space Conditioning Service
(Rate Code: 270)

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 \$200.00, plus the revenue from the applicable gas adjustments and taxes, 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. Availability of such service shall be subject to the conditions set forth in Rule II.7B.

Character of Service:

Continuous natural gas, or a suitable mixture of natural and manufactured gas of a Btu content of not less than 950 Btu per cubic foot (dry basis) on a monthly average, supplied at pressures within the limits prescribed by the Public Service Commission.

Rate: (per meter, per month)

First 3 therms or less per month	\$230.43
Next 497 therms per month	\$ 1.7319 per therm
All over 500 therms per month	\$ 0.2969 per therm

Gas and Pipeline Costs and Adjustments:

In addition to the above charges, customers will pay the monthly Gas and Pipeline Costs per therm of gas supplied hereunder, as well as other consumption-based unit adjustments reflected in the General Information leaves of this Tariff. The charges set forth in this Service Classification shall be subject to an adjustment as explained in Section III.1, Gas and Pipeline Costs and Adjustments.

Minimum Charge:

\$230.43 per meter, per month, exclusive of Gas and Pipeline Costs and Adjustments and increase in rates and charges.

Heating Value Adjustment:

The volume of gas registered by the customer's meter, in 100 Cu. Ft., will be converted to therms as explained in Rule II.3G.

Increase in Rates and Charges:

The Rates and Charges under this Service Classification, including Gas and Pipeline Costs and Adjustments and Minimum Charges, are increased by the applicable percentage as explained in Section III.2. for service supplied within the municipality where the Customer is taking service.

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

PSC NO: 1 GAS LEAF: 214
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 01/15/14 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with order in Case No. 13-M-0661 dated 11/18/13

SERVICE CLASSIFICATION No. 16
Year-Round Space Conditioning Service (continued)
(Rate Code: 270)

Terms of Payment:

Net cash, subject to any applicable late payment charge in accordance with provisions of Rule II.3E.2.

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 of the Company.

Special Provisions:

- (a) Where water is incidentally heated in the air conditioning equipment, gas used for such purpose is available under this Classification.
- (b) 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 acceptable security prior to incurring any additional facilities costs.
- (c) 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 year-round space conditioning equipment and 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").
- (d) A customer with less than two years on this service and who received extension of facilities without charge or received a cash incentive, will be required to conform to Rule II.2B.1.2. for purposes of transferring to an interruptible type service.

Additional Charge:

Customers whose use of gas exceeds the permissible quantities set forth in accordance with provisions of Rule II.7B.5. will be subject to an additional charge of nine (9) times the charge indicated in the terminal (lowest) block including the applicable increases as explained in Section III.2. The imposition of such additional charge shall not limit any rights of the Company to terminate gas service provided for in this schedule for gas service.

Issued by: William J. Akley, President, Hicksville, NY

PSC NO: 1 GAS LEAF: 215
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 11
INITIAL EFFECTIVE DATE: 04/01/23 SUPERSEDING REVISION: 10
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

SERVICE CLASSIFICATION No. 17
Baseload Distributed Generation Sales Service
(Rate Codes: 340, 350, 360)

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. Availability of such service shall be subject to the conditions set forth in Rule II.7B.

Character of Service:

Continuous natural gas, or a suitable mixture of natural and manufactured gas of a Btu content of not less than 950 Btu per cubic foot (dry basis) on a monthly average, supplied at pressures within the limits prescribed by the Public Service Commission.

Rate 1 - less than 1MW (Rate 1 - less than 1MW (per meter, per month):

First	10 therms or less per month	\$180.61
All over	10 therms per month (April - October)	\$ 0.1517 per therm
All over	10 therms per month (November - March)	\$ 0.1949 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	\$328.22
All over	10 therms per month (April - October)	\$ 0.1517 per therm
All over	10 therms per month (November - March)	\$ 0.1949 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	\$949.35
All over	10 therms per month (April - October)	\$ 0.0376 per therm
All over	10 therms per month (November - March)	\$ 0.0513 per therm

Gas and Pipeline Costs and Adjustments:

In addition to the above charges, Customers will pay the monthly Gas and Pipeline Costs per therm of gas supplied hereunder, as well as other consumption-based unit adjustments reflected in the General Information leaves of this Tariff. The charges set forth in this Service Classification shall be subject to an adjustment as explained in Section III.1, Gas and Pipeline Costs and Adjustments.

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

PSC NO: 1 GAS LEAF: 216
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 10
INITIAL EFFECTIVE DATE: 08/01/15 SUPERSEDING REVISION: 9
STAMPS: Issued in compliance with Order in Case 14-G-0315 dated 07/17/15

SERVICE CLASSIFICATION No. 17 (continued)
(Rate Codes: 340, 350, 360)

Minimum Charge:

For Customers taking service under Rate 1, \$180.61 per meter, per month, exclusive of Gas and Pipeline Costs and Adjustments and increase in rates and charges.

For Customers taking service under Rate 2, \$328.22 per meter, per month, exclusive of Gas and Pipeline Costs and Adjustments and increase in rates and charges.

For Customers taking service under Rate 3, \$949.35 per meter, per month, exclusive of Gas and Pipeline Costs and Adjustments and increase in rates and charges.

Monthly Demand Charge:

For Customers taking service under Rate 3, there will be a monthly demand charge of \$6,252.00 per MW, in addition to all other charges.

Heating Value Adjustment:

The volume of gas registered by the Customer's meter, in 100 Cu. Ft., will be converted to therms as explained in Rule II.3G.

Increase in Rates and Charges:

The Rates and Charges under this Service Classification, including Gas and Pipeline Costs and Adjustments and Minimum Charges, are increased by the applicable percentage as explained in Section III.2. for service supplied within the municipality where the Customer is taking service.

Terms of Payment:

Net cash, subject to any applicable late payment charge in accordance with provisions of Rule II.3E.2.

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 of the Company.

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) 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.

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

PSC NO: 1 GAS LEAF: 217
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 08/01/15 SUPERSEDING REVISION: 1
STAMPS:

SERVICE CLASSIFICATION No. 17 (continued)
(Rate Codes: 340, 350, 360)

- (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 sell gas it has available for sale without requiring an unreasonable or uneconomic extension of facilities.
- (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.
- (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 distributed generation equipment and related facilities is in compliance with all terms and conditions for service required under this service classification.
- (f) A Customer with less than two years on this service and who received extension of facilities without charge or received a cash incentive, will be required to conform to Rule II.2B.1.2. for purposes of transferring to an interruptible type service.
- (g) Customers equal to or larger than 5MW must install, pay, 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.
- (h) Customers equal to or larger than 1MW are responsible for all meter set costs (excluding the meter) and must be paid upfront at the time of installation.
- (i) 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.
- (j) Except as otherwise provided for elsewhere in this service classification, customers taking service under this service classification will be subject to the rights and responsibilities as those under otherwise applicable firm rates.

Additional Charge:

Customers whose use of gas exceeds the permissible quantities set forth in accordance with provisions of Rule II.7B.5. will be subject to an additional charge of nine (9) times the charge indicated in the terminal (lowest) block including the applicable increases as explained in Section III.2. The imposition of such additional charge shall not limit any rights of the Company to terminate gas service provided for in this schedule for gas service.

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

PSC NO: 1 GAS LEAF: 218
 COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0
 INITIAL EFFECTIVE DATE: 11/01/03 SUPERSEDING REVISION:
 STAMPS: Issued in compliance with order in Case 02-M-0515 dated 4/24/03

BASELOAD DISTRIBUTED GENERATION CUSTOMER AGREEMENT

This KeySpan Energy Delivery Long Island 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 Long Island's :

_____ 1. Service Classification No. 17 - Baseload Distributed Generation Sales Service -
Rate _____ .

_____ 2. Service Classification No. 5 - Firm Transportation Service Rate Code _____.

The customer hereby agrees to such natural gas service at the applicable rate and tariff requirements of Service Classification No. 17 or Service Classification No. 5 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 _____.

Authorization:

	<u>Signature</u>	<u>Print Name</u>	<u>Company</u>	<u>Date</u>
Customer	_____	_____	_____	_____
Installer/Mfg	_____	_____	_____	_____

For KeySpan Energy Delivery Long Island:

Gas Sales	_____	_____	_____	_____
Marketing	_____	_____	_____	_____
Mktg. Svces	_____	_____	_____	_____

Issued by Alfred C. Bereche, Asst. General Counsel and Secretary, Hicksville, NY

PSC NO: 1 GAS LEAF: 219
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 5
INITIAL EFFECTIVE DATE: 04/01/22 SUPERSEDING REVISION: 4
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

SERVICE CLASSIFICATION No. 18
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:

Monthly Minimum Charge will be:

First 10 therms: \$375.00 per month
Volumetric Rate Per Therm: \$ 0.1608 per therm

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. 119.52.2), Demand Capacity Surcharge Mechanism (as explained in Leaf No. 119.52.6), Net Utility Plant & Depreciation Expense Reconciliation Mechanisms (as explained in Leaf No. 119.52.8) and Rate Adjustment Clause (as explained on Leaf No. 119.52.9).

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

PSC NO: 1 GAS LEAF: 219.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 04/01/22 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

SERVICE CLASSIFICATION No. 18 (Continued)

Tier 2 - Customers without fully automatic switchover equipment:
Monthly Minimum Charge will be:

First 10 therms: \$375.00 per month
Volumetric Rate Per Therm: \$ 0.1285 per therm

Customers with fully automatic switching equipment may choose either tier for service.

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. 119.52.2), Demand Capacity Surcharge Mechanism (as explained in Leaf No. 119.52.6), Net Utility Plant & Depreciation Expense Reconciliation Mechanisms (as explained in Leaf No. 119.52.8) and Rate Adjustment Clause (as explained on Leaf No, 119.52.9).

Not less than two business days prior to the date to be effective, the Company will file the Statement of Non-Firm Demand Response Sales and Transportation 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.

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

PSC NO: 1 GAS LEAF: 220
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

SERVICE CLASSIFICATION No. 18 (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. 75.

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. 46.

Term:

Service Classification will be for a period of one year from the date of commencement of service and 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 "Farmingdale Airport Temperature" for the purposes of a Company-initiated interruption will be the temperature measured by the National Weather Service at Farmingdale 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.

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

PSC NO: 1 GAS LEAF: 221
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

SERVICE CLASSIFICATION No. 18 (Continued)

Special Provisions (continued)

- f. If at midday Farmingdale 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.
- g. 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 15°F 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: David B. Doxsee, Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 222
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 12/01/19 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with Order in Case 19-G-0370 dated 11/15/2019

SERVICE CLASSIFICATION No. 18 (Continued)

Special Provisions (continued)

- d. 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: David B. Doxsee, Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 223
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I REVISION: 1
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

SERVICE CLASSIFICATION No. 18 (Continued)

Customer Responsibility (continued):

- 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: David B. Doxsee, Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 224
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I REVISION: 2
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

SERVICE CLASSIFICATION No. 18 (Continued)

Customer Responsibility (continued):

h. If any control device fails to switch over to the alternate fuel when the Local Outside Temperature or the Farmingdale 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 Farmingdale 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 Farmingdale 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, Hicksville, NY

PSC NO: 1 GAS LEAF: 225
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I REVISION: 4
INITIAL EFFECTIVE DATE: 11/22/21 SUPERSEDING REVISION: 3
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

SERVICE CLASSIFICATION No. 18 (Continued)

Company-Initiated Interruptions (continued)

Tier 2 Customers

When the Company receives a report that the Farmingdale 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 Farmingdale 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 Farmingdale 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 Farmingdale 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, Hicksville, NY

PSC NO: 1 GAS LEAF: 226
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I REVISION: 3
INITIAL EFFECTIVE DATE: 10/11/20 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with Order in Case 19-G-0370 dated 08/14/2020

SERVICE CLASSIFICATION No. 18 (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: David B. Doxsee, Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 227
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I REVISION: 1
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

SERVICE CLASSIFICATION No. 18 (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: David B. Doxsee, Vice President, Hicksville, NY

PSC NO: 1 GAS LEAF: 228
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I REVISION: 2
INITIAL EFFECTIVE DATE: 12/10/19 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with Order in Case 19-G-0370 dated 11/15/2019

SERVICE CLASSIFICATION No. 18 (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. Any such violation will not trigger penalties if the Customer has previously stipulated in writing that the Customer is willing and able to shut down during periods of interruption.

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

PSC NO: 1 GAS LEAF: 229
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I REVISION: 1
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

SERVICE CLASSIFICATION No. 18 (Continued)

Charge for Late Payment:

A late payment charge at the rate of one and one half percent ($1\frac{1}{2}\%$) 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: David B. Doxsee, Vice President, Hicksville, NY

Effective date postponed to 12/01/2019. See Supplement No. 85.

PSC NO: 1 GAS LEAF: 230
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I REVISION: 1
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

SERVICE CLASSIFICATION No. 19
NON-FIRM DEMAND RESPONSE TRANSPORTATION SERVICE

A. Availability and Applicability of Service:

All non-residential purposes, including multi-dwelling, that exceed 2,000 Dth annually of customers-owned natural gas and for which the customer requires Transportation service. Customers will agree to the following:

- (i) To only use gas delivered by the Company under this Service Classification in the Equipment Specified in Attachment A to the Non-Firm Demand Response Service Agreement.

Availability of such service shall be subject to the conditions set forth in the Special Provisions and Rule II.7B.

The provision of service under this Service Classification is conditioned on Customers signing a Non-Firm Demand Response Transportation Service Agreement which shall provide the conditions of delivery acceptable to the Company.

Customers taking service under this Service Classification can opt to be supplied by Sellers participating in either the Company's Daily Balancing Program or Monthly Balancing Program.

Customers that opt to be supplied by Sellers participating in the Daily Balancing Program must have Automatic Remote Meter equipment installed at their premises as well as a dedicated communication link that will allow the Company to access their meter readings periodically throughout the day. The customer is required to pay for the Automatic Remote Meter and dedicated communication link.

B. Character of Service:

Service under this Service Classification shall consist of transportation of natural gas of a BTU content of no less than 950 Btu per cubic foot (dry basis) on a monthly average, supplied at pressures within the limits prescribed by the Public Service Commission.

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

PSC NO: 1 GAS LEAF: 231
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I REVISION: 4
INITIAL EFFECTIVE DATE: 04/01/22 SUPERSEDING REVISION: 3
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

SERVICE CLASSIFICATION No. 19 - Continued

C. Rate Information:

Tier 1 - Customers with fully automatic switchover equipment:

Monthly Minimum Charge will be:

First 10 therms: \$375.00 per month
Volumetric Rate Per Therm: \$ 0.1608 per therm

In addition to the charges above, there will be an Earnings Adjustment Mechanism (as explained on Leaf No. 119.52.2), Demand Capacity Surcharge Mechanism (as explained in Leaf No. 119.52.6), Net Utility Plant & Depreciation Expense Reconciliation Mechanisms (as explained in Leaf No. 119.52.8) and Rate Adjustment Clause (as explained on Leaf No, 119.52.9).

Tier 2 - Customers without fully automatic switchover equipment:

Monthly Minimum Charge will be:

First 10 therms: \$375.00 per month
Volumetric Rate Per Therm: \$ 0.1285 per therm

In addition to the charges above, there will be an Earnings Adjustment Mechanism (as explained on Leaf No. 119.52.2), Demand Capacity Surcharge Mechanism (as explained in Leaf No. 119.52.6), Net Utility Plant & Depreciation Expense Reconciliation Mechanisms (as explained in Leaf No. 119.52.8) and Rate Adjustment Clause (as explained on Leaf No, 119.52.9).

D. Monthly Minimum Charge:

Tier 1 and Tier 2

\$375.00 per meter, per month, exclusive of Increase in Rates and Charges.

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

PSC NO: 1 GAS LEAF: 231.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I REVISION: 0
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12,
2021

SERVICE CLASSIFICATION No. 19 - 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, Hicksville, NY

PSC NO: 1 GAS LEAF: 232
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I REVISION: 1
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

SERVICE CLASSIFICATION No. 19 (Continued)

E. Heating Value Adjustment:

The volume of gas registered by the customer's meter, in 100 cu. Ft. will be converted to therms as explained in Rule II.3G.

F. Increase in Rates and Charges:

The rates and charges under this service classification including minimum charges are increased by the applicable percentage as explained in Section III.2 for service supplied within the municipality where the customer is taking service.

G. 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, and, as such, shall adhere to all provisions of the Seller Service under Service Classification No. 8 with the exception of the Company's Mandatory Capacity Program as described on Leaf Nos. 159.1 through 159.4

H. Terms of Payment:

The Customer shall pay the balance due in cash or its equivalent on receiving the bill, or may be subject to late payment charge in accordance with provisions of Rule II.3E.2.

I. Term:

Unless otherwise reflected, service under this Service Classification will be for a period of one year from the date of commencement of service and 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 regulation set forth in the Company's Rate Schedule, on file with the Public Service Commission.

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

PSC NO: 1 GAS LEAF: 233
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I REVISION: 1
INITIAL EFFECTIVE DATE: 11/01/19 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

SERVICE CLASSIFICATION No. 19 (Continued)

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 "Farmingdale Airport Temperature" for the purposes of a Company-initiated interruption will be the temperature measured by the National Weather Service at Farmingdale 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. If at midday Farmingdale 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.

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

PSC NO: 1 GAS LEAF: 234
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I REVISION: 3
INITIAL EFFECTIVE DATE: 09/01/21 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with Order in Case 19-G-0310 dated August 12, 2021

SERVICE CLASSIFICATION No. 19 (Continued)

Special Provisions continued:

g. 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 15°F 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.

h. 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.

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COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I REVISION: 1
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STAMPS: Issued in compliance with Order in Case 16-G-0058 dated 02/07/2019

SERVICE CLASSIFICATION No. 19 (Continued)

Company Responsibility:

- i. 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.
- j. 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.
- k. 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.
- l. 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.

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SERVICE CLASSIFICATION No. 19 (Continued)

Customer Responsibility (continued):

- 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").

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SERVICE CLASSIFICATION No. 19 (Continued)

Customer Responsibility (continued):

h. If any control device fails to switch over to the alternate fuel when the Local Outside Temperature or the Farmingdale 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 Farmingdale 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 Farmingdale 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.

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SERVICE CLASSIFICATION No. 19 (Continued)

Company-Initiated Interruptions (continued)

Tier 2 Customers

When the Company receives a report that the Farmingdale 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 Farmingdale 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 Farmingdale 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 Farmingdale 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:

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STAMPS: Issued in compliance with Order in Case 19-G-0370 dated 08/14/2020

SERVICE CLASSIFICATION No. 19 (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

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SERVICE CLASSIFICATION No. 19 (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.

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SERVICE CLASSIFICATION No. 19 (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. Any such violation will not trigger penalties if the Customer has previously stipulated in writing that the Customer is willing and able to shut down during periods of interruption.

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.

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SERVICE CLASSIFICATION No. 19 (Continued)

Charge for Late Payment:

A late payment charge at the rate of one and one half percent ($1\frac{1}{2}\%$) 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.

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Effective date postponed to 12/01/2019. See Supplement No. 85.