

PSC NO: 12 GAS LEAF: 181
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 9
INITIAL EFFECTIVE DATE: 02/01/12 SUPERSEDING REVISION: 8
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

SERVICE CLASSIFICATION No. 5A - Continued

F. Contract Addenda:

Summaries of individually negotiated service agreements with Customers taking service under Rate Schedule 2 of this service classification will be available as contract addenda to this service classification.

G. Annual System-Wide Test:

The Company will conduct an annual system-wide test of Customers' compliance under this Service Classification.

H. Customer Failure

Each time the Company becomes aware that a Customer has failed to interrupt gas service when it was notified to do so, except for the permitted two therms per hour, will be considered a separate violation of the requirements of this Service Classification. The Customer will be notified of each 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 will apply:

For sales Customers, effective as soon as practicable but no later than the second billing period following notice of the second violation, and for transportation Customers, effective as soon as practicable following the notice, such Customers will be transferred to the equivalent firm service classification unless (i) the Company has been notified in writing that the Customer has chosen to terminate gas service or (ii) the Customer has been notified that the Company has determined in its sole discretion that it can not provide firm service to the Customer, and service will be terminated in thirty (30) days. Such Customers transferred to firm service are required to remain on firm service for the remainder of that winter season and through the end of the next winter season. Such Customers who have either elected to terminate service pursuant to (i) above, or whose service has been terminated pursuant to (ii) above, may not return to service under this Rate Schedule for the remainder of that winter season and through the end of the next winter season. After that time, a Customer becomes eligible to re-apply for any non-firm service.

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

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