

PSC NO: 1 GAS LEAF: 180
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 5
INITIAL EFFECTIVE DATE: 11/01/11 SUPERSEDING REVISION: 4
STAMPS: Issued in compliance with Orders in Case 06-G-1186 dated 01/19/10 and 10/18/11

Service Classification No. 13
Temperature-Controlled Transportation Service (continued)

Special Provisions (continued):

b. The customer will permit access by Company's employees or representatives, at all times, to the consumer's premises for the purpose of:

- 1) inspecting and testing all dual-fuel equipment and associated control devices, and
- 2) measuring and verifying dual-fuel usage.

5. Customer's Responsibility:

a. The customer is solely responsible for the service, maintenance repair and upkeep of all dual-fuel equipment and all associated control devices.

b. The Company will not be responsible for:

- 1) the adequacy of standby facilities, nor
- 2) any loss, damage or expense, direct or indirect, which were incurred by the customer or others in connection with or as a result of any curtailment or discontinuance of gas service, nor
- 3) any malfunction of said dual-fuel equipment and associated control devices, nor any consumption of gas when temperature falls below the specified temperature level for interrupting service.

c. The customer is responsible for the immediate manual switching from natural gas use to the alternate fuel if any control device fails to switch over to the alternate fuel when the temperature drops below the specified temperature level for interrupting service.

d. The customer is responsible for all telephone charges, including installation and maintenance, for communicating meter reading information to the Company by telemetering.

e. The customer will ensure that the telephone lines to the telemeter are operational at all times. Failure to maintain the operation of these lines will result in the discontinuance of service.

f. The Customer shall make all necessary arrangement, 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.

6. Meter Reading Devices:

Remote and automatic meter reading devices ("telemetering") are required for all customers contracting for this service. This service is not available to subtractive metered accounts.

If there is a Company failure of telemetering equipment, the Company will waive the penalty imbalance charge for the period if there is a customer failure of telecommunications associated with the telemetering equipment, the Marketer will incur the normal imbalance charges. If there is an inactive telephone line, the customer will have eight (8) weeks to remedy. In the event of any equipment malfunctions, the previous days actual read will be deemed to be the daily actual read until the situation is corrected. If the malfunction is due to customer reasons and is not remedied after eight (8) weeks, the Customer will be returned to the applicable sales service for a minimum of twelve (12) months. The Company shall not be liable for any inaccuracies in the consumption reported if they resulted from malfunctioning telemetering equipment, telephone line problems, customer failure to maintain customer equipment or any other reason outside the control of the Company.

Issued by: David B. Doxsee, Chief Financial Officer and Treasurer, Hicksville, NY