

PSC NO: 1 GAS LEAF: 154.2
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 6
INITIAL EFFECTIVE DATE: 10/01/10 SUPERSEDING REVISION: 5
STAMPS:

SERVICE CLASSIFICATION No. 7
Interruptible Transportation Service (Continued)
(Rate Codes: 710, 710A, 711, 720, 721)

Special Provisions (continued):

During each winter season (i.e. October through March), a Customer that does not interrupt gas service when required to do so, except for the permitted two therms per hour, for any two occurrences (consecutive or non-consecutive), will be notified that they have violated the service requirements of the interruptible tariff. For sales Customers, effective with the next billing period following the second notice of violation, and for transportation Customers, effective as soon as practicable, 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. Customers transferred from interruptible to firm service are required to remain on firm service for the remainder of that winter season through the end of the next winter season. After that time, a Customer becomes eligible to re-apply for interruptible service.

A "warning letter" will be sent to Customers after their first violation of the winter season. Failure to comply during a system-wide test is considered a violation.

There is an amnesty clause available to Customers that experience an equipment failure. Should a Customer's equipment fail to switch, it 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 shall have five more days to remedy the situation. The Customer shall also provide proof that it has installed the necessary equipment. If a Customer meets this 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. However, there will be only one grant of amnesty of a violation allowed per winter season. Such grant of amnesty does not exempt the Customer from having to pay any applicable charges, including Additional Charges or non-compliance charges.

- (m) When it becomes available, the Company shall offer Customers an interim monthly balancing service in which the Company shall determine the Customer's DDQ and the Customer shall be obligated to deliver this amount each day throughout the month to the Company's City Gate unless otherwise notified by the Company. Customers who elect to take this interim monthly balancing service option shall pay rates and charges set forth on the Statement of Seller Charges and Adjustments and shall adhere to the swing, city gate balancing, cash out and operations and communications provisions described on Leaf Nos. 157 through 159.1. This interim monthly balancing service will be superseded by the Company's daily balancing service when it becomes available.
- (n) New service agreements with power generators under this service classification must include the appropriate fees and charges of balancing and swing services. Existing service agreements with power generators under this service classification must also include these fees and charges when the agreement is renewed or reaches its evergreen anniversary.

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