

PSC NO: 12 GAS LEAF: 427.79  
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 0  
INITIAL EFFECTIVE DATE: 11/03/06 SUPERSEDING REVISION:  
STAMPS:

**Form of Operations and Maintenance Agreement  
For Electric Generation – Third Party  
(Service Classification No. 20)**

This Agreement (the “Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 200\_ by and between The Brooklyn Union Gas Company d/b/a KeySpan Energy Delivery New York, a New York corporation with an office at One MetroTech Center, Brooklyn, NY 11201 (“KeySpan”) and \_\_\_\_\_, a \_\_\_\_\_ with an office at \_\_\_\_\_ (“Customer”). KeySpan and Customer may be referred to collectively herein as the “Parties” or individually as a “Party”.

**WHEREAS**, KeySpan’s customer under the GTA, as defined below, \_\_\_\_\_ (“Third Party”) and Customer entered into an agreement addressing their respective rights and obligations in connection with the transportation of natural gas to Customer’s electric generation plant located \_\_\_\_\_ (the “Plant”); and

**WHEREAS**, KeySpan has agreed to negotiate a Gas Transportation Agreement with “Third Party” for the transportation of natural gas to the Plant (the “GTA”) on “Third Party’s” behalf;

**WHEREAS**, Customer has requested that KeySpan provide certain operation and maintenance services in connection with certain of the natural gas facilities at the Plant and KeySpan is willing to perform such operation and maintenance services in accordance with this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

**Article 1 - Definitions**

- 1.1 “Emergency Services” has the meaning set forth in Section 2.3 of this Agreement.
- 1.2 “Facilities” means the natural gas facilities identified in Exhibit A attached hereto.
- 1.3 “Force Majeure” has the meaning set forth in Section 5.1 of this Agreement.

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