

PSC NO: 1 GAS

LEAF: 210.32

COMPANY: KEYSpan GAS EAST CORPORATION

REVISION: 0

INITIAL EFFECTIVE DATE: 11/03/06

SUPERSEDING REVISION:

STAMPS:

Form of Facilities Construction and Reimbursement Agreement  
For Electric Generation – Third Party (continued)

10.9 KeySpan, at its own cost and expense, shall procure and maintain, and cause its contractors and subcontractors to procure and maintain, the following minimum insurance:

- (a) Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability insurance with a minimum liability limit of \$1 million per occurrence.
- (b) Commercial General Liability Insurance with a minimum liability limit of \$1 million per occurrence. Such policy shall include an endorsement for Contractual Liability coverage, which shall insure the performance of the obligations assumed by KeySpan pursuant to this Agreement, and an endorsement stating that Customer is an additional insured with respect to operations relating to this Agreement for incidents arising out of the gross negligence or willful misconduct of KeySpan, its contractors or subcontractors.
- (c) Commercial Automobile Liability Insurance with a minimum liability limit of \$1 million per occurrence. This insurance shall apply to all owned, non-owned and hired automobiles used by KeySpan.
- (d) Umbrella Liability Insurance Policy with coverage for Commercial General Liability, Automobile Liability and Employer's Liability with a minimum liability limit of \$5 million per occurrence.

KeySpan shall have the right to self-insure either all or any portion of the foregoing insurance coverages, as permitted by law.

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