

PSC NO: 1 GAS LEAF: 210.45
COMPANY: KEYSpan GAS EAST CORPORATION REVISION: 0
INITIAL EFFECTIVE DATE: 11/03/06 SUPERSEDING REVISION:
STAMPS:

**Form of Operations and Maintenance Agreement
For Electric Generation – Continued**

1.7 “Services” means the O&M Services, the Unscheduled Services and the Emergency Services.

1.8 “Standards” means the standards, specifications and standard operating procedures of KeySpan and all applicable statutes and regulations governing the operation and maintenance of natural gas facilities including but not limited to the requirements of the New York Public Service Commission codified at 16 NYCRR Part 255, 226 and Report Number 7 of the American Gas Association (“AGA report #7”).

1.9 “Unscheduled Services” has the meaning set forth in Section 2.2 of this Agreement.

Article 2 - Services

2.1 O&M Services. During the term of this Agreement, KeySpan will perform O&M Services which include: operation and maintenance of telephone lease lines; performance of chromatograph calibrations and yearly overhauls of chromatograph; replacement of bottles of test gas and helium for chromatograph; quarterly performance of meter inspections and calibrations; performance of corrosion control compliance testing on gas inlet piping upstream of the gas meter; maintenance of Remote Telemetry Unit (RTU) and associated telemetry equipment calibrations and maintenance; performance of leak survey and repairs; and performance of cathodic protection of gas inlet piping upstream of the gas meter. The O&M Services do not include repairs for damages, malfunctions or failures caused by or occurring as the result of: (a) repairs, adjustments or any other actions performed by persons other than KeySpan’s authorized representatives; (b) failure of components not serviced by KeySpan’s authorized representatives; (c) abuse, misuse or negligent acts of persons other than KeySpan’s authorized representatives; or (d) an event of Force Majeure.

2.2 Unscheduled Services. Upon the mutual agreement of the Parties, KeySpan may perform additional services (the “Unscheduled Services”) in connection with the Facilities.

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