

PSC NO: 1 GAS LEAF: 94  
 COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3  
 INITIAL EFFECTIVE DATE: 11/01/08 SUPERSEDING REVISION: 1  
 STAMPS:

## GENERAL INFORMATION

## IV. Forms for Gas Service (continued):

1. Application and Contract (continued):
  - E. Interruptible Gas Service Agreement (continued):
- (iv) Customer has provided a telephone number that will be active to receive notification of interruption from "KeySpan" 24 hours per day, seven days per week. "KeySpan" shall provide at least four hours notice during non-emergency conditions and one hour notice during emergency conditions. It will be deemed that "KeySpan" has provided adequate notice of interruption if "KeySpan" has made a good faith effort to notify by attempting to call the telephone number designated herein for purposes of such notification whether or not Customer is available to answer such call. "KeySpan" will interrupt deliveries of gas to any or all Customers taking service under this Service Classification No. 4 whenever and to the extent that it may be advisable in "Brooklyn Union's" judgment. A Customer that continues to take gas after receiving notice of interruption by the Company will be billed at a penalty rate of either (1) two times the sum of the Market Gas Price for natural gas delivered to the Company's city gate on the day of violation plus the transportation rate the Customer would be subject to if it was a transportation customer, or (2) nine times the applicable sales rate, or (3) two times the per dth equivalent of the Market Oil Price, whichever is higher. All charges are subject to all utility taxes and surcharges. Market Gas Price shall be defined as the city gate delivered market price for natural gas on the days of interruption as quoted by "Gas Daily". Market Oil Price shall be defined as the No. 2 .3% Sulfur New York Barge Consumer price as quoted by "Journal of Commerce". The Company may take immediate action to terminate the Customer's gas supply.
- (v) All rates and charges under the Service Classification No. 4 tariff are subject to increase pursuant to Section III.2 of the tariff where service is provided to a Customer in a municipality;
- (vi) If any provision herein is construed to be inconsistent with Service Classification No. 4, Customer acknowledges that the provisions of Service Classification No. 4 as modified and approved by the New York State Public Service Commission shall govern;
- (vii) "KeySpan's" waiver of any one or more of the provisions of this Service Agreement and/or Service Classification No. 4 shall not operate or be construed as a future waiver of any provision or future provision, whether of a like or different character; and
- (viii) Customers who are members of energy cooperatives are responsible for identifying themselves to the Company. These Customers are required to provide annually pertinent information required by the Company to certify their cooperative status.

"KeySpan" offers the Customer the following two options with respect to the investment required to attach to the system. The Customer will select an option by placing a check mark in the appropriate box. The Customer agrees to comply with the conditions contained in the option it selects.

- /\_\_\_/ 1. The attachment cost shall be paid by the Customer prior to construction.
- /\_\_\_/ 2. (a)(1) "KeySpan" will allow the Customer a credit against the total attachment cost of \$\_\_\_\_\_.

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