

PSC NO: 12 GAS

LEAF: 226

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 4

INITIAL EFFECTIVE DATE: 10/29/04

SUPERSEDING REVISION: 3

STAMPS: Issued in compliance with order in Case 04-G-0945 dated October 21, 2004

**SERVICE CLASSIFICATION No. 6M - Continued**

A "warning letter" will be sent to customers after their first violation of the winter season. Failure to comply during the first system-wide test of the season, or any follow-up tests, 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, the violation will be waived. 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 waiver of a violation allowed per winter season. Such waiver does not exempt the customer from having to pay any related overrun or unauthorized use charges.

**Termination:**

Notwithstanding any other provisions of this Service Classification, if a consumer fails for any reason whatsoever, to switch to the alternate fuel upon the written or oral request of the Company; or suffers or allows gas to be consumed in violation of paragraph b, d or g above; or fails to maintain the dual-fuel equipment or associated control devices in proper working order; or interferes in any manner with the operation of such devices; or interferes with or hinders in any manner the Company's rights of access, metering and inspection; or otherwise violates any provision of this Service Classification, the Company shall have the absolute right to terminate the gas service provided for hereunder.

**Additional Charge:**

For gas consumed in violation of this Service Classification without the express written authorization of the Company, an additional charge of either (1) two times the sum of the Market 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, whichever is higher. All charges are subject to all utility taxes and surcharges. *Market Price* shall be defined as the city gate delivered market price for natural gas on the days of interruption as quoted by AGas Daily®. Where a condition is experienced by the consumer which prevents the required transfer from gas, the customer agrees to immediately notify the Company and to take immediate action to correct such condition, and to notify the Company when such condition has been corrected.

In addition, the Company reserves the right to discontinue service immediately to the Customer or to the premises where there is failure to comply with Special Provision (i) of this Service Classification.

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