

PSC NO. : 1 STEAM

M-GBC, LLC

LEAF: 7
REVISION: 0
SUPERSEDING REVISION:**GENERAL INFORMATION**

standard imposed by a governmental authority, or any act of God, strikes, lockouts, explosions, breakage or accident to machinery or pipeline (which explosion, breakage or accident is not the result of the Company's negligence or misconduct), not within the control of the party claiming Force Majeure and which by the exercise of reasonable diligence such party is unable to prevent or overcome. The Customer's obligation to make any payments required under this Tariff will in no case be excused by an event of Force Majeure. Nor will a failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees be considered to be a matter within the control of the party claiming excuse.

- I. There must be a separate service for each premises.
- J. Customers must permit Company representatives to enter their premises on reasonable request for purposes relating to the operation and maintenance of the Company's system, including inspection of the Customer's and the Company's facilities, installation, reading, testing, replacement and removal of meters, and initiating, discontinuing, terminating and restoring service. However, when an emergency may threaten the health and safety of a person, the surrounding area, or the Company's steam distribution system, or when authorized by a court order, entry of authorized Company representatives shall be permitted at any time for purposes of the inspection and examination permitted under this paragraph.
- K. No person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface, block access to or tamper with any service line, pipe, valve, meter, structure, appurtenance or equipment that is a part of the Company's steam distribution system or the piping system at the Customer's premises.
- L. Except as otherwise provided in this Rate Schedule, bills will be based upon the actual reading of the Company's meter.
- M. At such times as the Company may deem proper, or as the Public Service Commission may require, the Company will test its meters and measuring devices in accordance with the standards and bases prescribed by the Public Service Commission.
- N. The Company may render an estimated bill for a regular cycle billing period only when:
 - (1) the Company has failed to obtain access to the meter(s);
 - (2) circumstances beyond the control of the Company made obtaining an actual reading of the meter(s) extremely difficult, despite having access to the meter area; provided, however, that estimated bills for this reason may be rendered no more than twice consecutively without the Company advising the Customer in writing of the specific circumstances and the Customer's obligation to have the circumstances corrected;
 - (3) the Company has good cause for believing that an actual or Customer reading obtained is likely to be erroneous, provided, however, that estimated bills for this reason may be rendered no more than twice consecutively without the Company initiating corrective action before the rendering of the next cycle bill;
 - (4) circumstances beyond the control of the Company prevented the meter reader from making a premises visit;
 - (5) an actual reading was lost or destroyed; provided, however, that an estimated bill for this reason shall be rendered no more than once without the Company initiating corrective action before the rendering of the next cycle bill;

Date Issued: January 20, 2005**Date Effective: April 20, 2005**

Issued By: Jan Burman
Managing Member, M-GBC, LLC
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