

..DID: 7266
..TXT: PSC NO: 1 GAS LEAF: 160.4
COMPANY: MARKETSPAN GAS CORPORATION DBA BROOKLYN UNION REVISION: 0
INITIAL EFFECTIVE DATE: 04/01/99 SUPERSEDING REVISION:
STAMPS:
Cancelled by 1 Rev. Leaf No. 160.4 Effective 04/01/1999
RECEIVED: 02/01/99 STATUS: Cancelled EFFECTIVE: 04/01/99

SERVICE CLASSIFICATION NO. 8
Seller Service (continued)

- (e) Force Majeure: Seller will not be excused from delivering the required DDQ or ADDQ on any given day for Force Majeure events unless directed otherwise by the Company which directly and substantially affect a seller's natural gas deliveries to the Company. For purposes of this Service Classification, a Force Majeure event will be any failure of the final pipeline delivering gas to the Company or an upstream pipeline feeding such pipeline, with such failure having been classified as a Force Majeure event pursuant to the terms of that pipeline's Federal Energy Regulatory Commission-approved tariff. A legitimate Force Majeure event that curtails the seller's firm transportation service on an upstream pipeline that ultimately feeds a downstream pipeline, which directly and substantially affects a seller's natural gas deliveries to the Company, will excuse a Seller from performing pursuant to this Service Classification to the extent of such curtailment. If at such time the Seller is delivering gas to Customers on other systems, the volume excused from performance on the company's system will be no more than a proportionate amount of the affected deliveries curtailed by the Force Majeure event. The Seller is responsible for supplying complete information and verifiable proof of all the particulars requested by the Company related to any such Force Majeure exclusion. In order to validate a claim of Force Majeure, the Seller must have a firm, non-interruptible service with the affected pipeline that is covered by the Force Majeure event and must be willing to present such agreements to the Company.

Volumes curtailed pursuant to this Special Provision must be made up by Seller as soon as possible at a delivery rate to be established by the Company. Any curtailed volumes which are not made-up within thirty (30) days will be sold to Seller at a rate of the daily ICOG plus \$10.00 per DTHM.

- (f) The Company shall have the right to issue Operation Flow Orders (OFOs) in order to maintain system integrity or to ensure Company's continued ability to provide service to its firm customers. In addition to the OFOs specifically listed below, the Company shall have the right to issue any other OFO reasonably intended to serve the above stated purpose. The Company may issue any of the following OFOs: (i) In the event that additional gas supplies are required, Company may require Seller to fully utilize upstream capacity that it received from Company through capacity release. (ii) Company may require Seller to deliver gas supplies either to Company's city gate or to any upstream point of delivery available under the agreement with a Transporter that the Seller obtained from the Company through capacity release. (iii) Company may issue any other OFO reasonably required to maintain system integrity or to ensure Company's continued ability to provide service to its firm customers.
- (g) Warranty of Title: Seller warrants that, at the time of delivery of gas to the Company, Seller or Customer will have good title to deliver all gas volumes made available.

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY