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COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 09/01/02 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with order in Case 99-G-1469 dated 5/23/02
RECEIVED: 08/28/02 STATUS: Effective EFFECTIVE: 09/01/02

GENERAL INFORMATION

IV. Forms for Gas Service (continued):

.1 Application and Contract (continued):

J. Temperature-Controlled Transportation Service Agreement (continued):

2. Customer shall take and pay for the service in accordance with Service Classification No. 13 and is bound by the terms and conditions contained therein and in accordance with any changes or modifications thereof as approved by the Public Service Commission of the State of New York;
3. Customer's term shall begin on _____ and shall expire twelve months thereafter unless otherwise terminated pursuant to Service Classification No. 13. This term will be extended for additional twelve month periods unless the Customer has provided thirty (30) days prior written notice of termination to "KeySpan". Upon such termination, the Customer shall pay for all service rendered through effective date of termination.
4. Customer warrants that all information provided to "KeySpan" for the purpose of qualifying for service under Service Classification No. 13 is true and accurate and Customer acknowledges that such information has been provided to "KeySpan" for the purpose of inducing "KeySpan" to provide service pursuant to Service Classification No. 13;
5. The Customer acknowledges and agrees that the supply and transportation of Customer purchased gas to an existing Receipt Point(s) of the company's gas facilities shall be solely the responsibility of the Customer;
6. Customer is responsible for the costs associated with the installation and maintenance of 1) remote and automatic meter reading devices ("telemetering") and 2) any new facilities required for the company's provision of service to Customer pursuant to Special Provision (1) of Service Classification No. 13; If telemetering equipment is inoperative for customer controlled reasons for a period of time greater than eight weeks, the customer shall be returned to the appropriate sales rate for a minimum term of 12 months.
7. Under Service Classification No. 13, service shall be provided at either Rate 1, Rate 2 or Rate 3 set forth under Service Classification No. 13;
8. Service to customers will be interrupted when the temperature drops below the temperature level specified by the Company. Temperature settings of the control devices, whether automatic or semi-automatic, will be established solely by the Company as set forth in Service Classification No. 13. For gas consumed during an interruption period without expressed written authorization of the Company, The Company will impose a penalty charge as specified in the Company's SC-13 Tariff.

Issued by Robert D. Ekholm, Corp. Secretary's Office, Hicksville, NY