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..TXT: PSC NO: 12 GAS

LEAF: 430

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 0

INITIAL EFFECTIVE DATE: 10/01/98

SUPERSEDING REVISION:

STAMPS:

Cancelled by 1 Rev. Leaf No. 430 Effective 10/01/1998

RECEIVED: 06/01/98 STATUS: Cancelled EFFECTIVE: 10/01/98

FORMS

MAIN EXTENSION AGREEMENT (Original Consumer) - Continued

FOURTH: Whenever more than one consumer is connected to the said main extension the said surcharge shall be so adjusted that the Company shall not receive in any one calendar year more than the percentage applicable to the said extension from all consumers served from the said extension and the said surcharge shall be reasonable allocated to the several consumers served from the said extension, taking into account the portion of mains and appurtenant facilities which the corporation is required to provide without charge to each customer served from such facilities.

FIFTH: Whenever the number of consumers on the said main extension multiplied by one hundred feet shall equal or exceed the length of the said main extension, or whenever the total adjusted revenue for gas service in each of any two consecutive calendar years from all consumers on the said main extension shall exceed forty percent of the actual reasonable cost of the said main extension, as defined in paragraph SECOND of this agreement, all surcharges shall cease. No surcharge shall be imposed if the total estimated adjusted revenue for gas service in each of any two consecutive calendar years shall exceed forty per cent of said cost. Should the adjusted gas revenue from all customers served from a main extension exceed the carrying cost of the entire extension, any surcharges (or contributions) paid by such customer during the preceding five years shall be refunded to such customers.

SIXTH: When required by the Company, first party agrees to execute and deliver to the Company free from cost satisfactory permanent easements or rights of way insofar as the extension or subsequent addition thereto affect the property owned by first party for placing and maintaining the extended line. The Company shall not be obliged to commence construction of an extension of its system until first party has obtained and delivered to the Company satisfactory permanent easements or rights of way agreements or have agreed to pay such cost as may be incurred by the Company if at the first party's request it obtains such easements or rights of way. This provision is applicable irrespective of the length of the extension.

Issued by: Robert J. Fani, Senior Vice President, Brooklyn, New York