

..DID: 5513

..TXT: PSC NO: 12 GAS

LEAF: 264

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 1

INITIAL EFFECTIVE DATE: 10/01/98

SUPERSEDING REVISION: 0

STAMPS: Issued in compliance - C.98-G-0824 (8/27/98) and C.95-G-0761 (9/22/98)

RECEIVED: 09/25/98 STATUS: Effective EFFECTIVE: 10/01/98

FORM OF SERVICE AGREEMENT - Continued

5. Receipt Pressure. Gas delivered or cause to be delivered by Customer to the Company at the Point(s) of Receipt hereunder shall be at such delivery pressures as are required by the Company.
6. Rate Schedule. Customer shall pay the Company for all services rendered hereunder the charges provided under the Company's Service Classification No. 13. Customer shall comply with all applicable provisions of said Service Classification and the Company's Schedule for Gas Service, as revised from time to time by filing of the Company or by order of the Public Service Commission, all of which are by reference made a part hereof.
7. Redelivery. The Company's redelivery of gas to Customer's designee shall be made, up to the Balance Gas Inventory, at Customer's request and subject to the Company's system requirements. On each day during the term of this Agreement that Customer desires redelivery of gas hereunder, Customer will give the Company twenty-four (24) hours notice of the quantity desired, up to the MDDQ. The Company shall redeliver gas to Customer at a daily rate not in excess of the MDDQ. Such redelivery is subject to interruption, at the sole discretion of the Company, after not less than two (2) hours notice by telephone, telegraph or otherwise.
8. Additional Facilities. In no event shall the Company be obligated to incur any costs for additional facilities necessary to provide service under this Agreement.
9. Quality of Gas. All gas tendered to the Company for Balancing at the Point(s) of Receipt for Customer's account shall conform to all of the quality specifications set forth in the tariff of Customer's Transporter. The Company shall notify Customer of any quality deficiencies are corrected by Customer.

Issued by: Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY