

..DID: 5532

..TXT: PSC NO: 12 GAS

LEAF: 245

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

**SERVICE CLASSIFICATION No. 11 - Continued**

- (c) The consumer warrants that it will have good and marketable right and title to all gas it tenders or causes to be tendered to the Company hereunder and such gas shall be free and clear of all liens, encumbrances and claims whatsoever. The consumer shall hold harmless and indemnify the Company against any adverse claim by a third party, and against any loss or cost incurred by the Company on account of any such liens, encumbrances and claims of third parties. In addition to any other rights the Company may have, in the event any adverse claim is asserted against the Company by a third party, the Company may, at its sole option, suspend the transportation of gas hereunder, until such claim is resolved to the Company's satisfaction.
- (d) Gas delivered hereunder is in addition to and not part of the Company's system requirements. However, the Company, within the existing operating limitations of its system, will provide for a balancing between the quantity of the consumer's metered deliveries and the quantity of gas delivered to the Company for the account of the consumer during any hour or day; and may deliver to the consumer, at the Company's sold option, within existing operating limitations of its system, quantities of gas in excess of hourly or daily quantities of gas delivered to the Company for the account of the consumer. However, to the extent the consumer receives metered deliveries of gas in excess of its contracted transportation delivery quantity supplied to the Company, the consumer shall be billed at, and will pay, the appropriate tariff rate provided for under the terms of the Service Classification that would otherwise apply, in accordance with the Special Pricing Provisions herein.

At the end of each monthly billing period hereunder, the net amount of any deliveries of gas to the consumer's delivery point below the quantity of gas received for the consumer's account at the specified point(s) of receipt, adjusted for system use and losses as specified above, shall be determined. Within the next succeeding monthly billing period, the Company shall eliminate any such net amount by adjusting the volume of gas dispatched to the consumer to eliminate the prior period surplus receipts first.

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