

..DID: 4814
 ..TXT: PSC NO: 1 GAS LEAF: 114
 COMPANY: MARKETSPAN GAS CORPORATION DBA BROOKLYN UNION REVISION: 0
 INITIAL EFFECTIVE DATE: 12/01/98 SUPERSEDING REVISION:
 STAMPS:
 CANCELLED effective 06/29/99
 RECEIVED: 07/31/98 STATUS: Cancelled EFFECTIVE: 07/01/99

GENERAL INFORMATION**IV. Forms for Gas Service (continued):****.1 Application and Contract (continued):****J. Temperature-Controlled Transportation Service Agreement (continued):**

- (ii) 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;
- (iii) 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 "Brooklyn Union". Upon such termination, the Customer shall pay for all service rendered through effective date of termination.
- (iv) Customer warrants that all information provided to "Brooklyn Union" 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 "Brooklyn Union" for the purpose of inducing "Brooklyn Union" to provide service pursuant to Service Classification No. 13;
- (v) 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;
- (vi) Customer is responsible for the costs associated with the installation 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;
- (vii) The customer's annual, daily and hourly quantities shall be as follows:
 - (A) Annualized Transportation Quantity _____ dth
 - (B) Daily Quantity _____ dth
[Defined as 1/365 of the Annualized Transportation Quantity].
 - (C) Maximum Daily Quantity _____ dth
[150% of the Daily Quantity].
 - (D) Maximum Hourly Quantity _____ dth
[as set forth on Attachment A]

The Customer represents that the total quantities of gas listed above, less the amount of gas to be retained by the Company as an allowance for fuel used and/or lost in the process of transportation and delivery, do not exceed the customer's requirements;

Issued by Kathleen A. Marion, Secretary
 175 East Old Country Road, Hicksville, NY