

..DID: 4857
 ..TXT: PSC NO: 1 GAS LEAF: 108
 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):****H. Interruptible Transportation Service Agreement (continued):**

- (xiii) By the first business day following the 14th day of every month, the Customer will provide "Brooklyn Union" with a nomination schedule for the next succeeding month. The nomination schedule shall indicate the pipeline as well as the quantity of gas nominated at the Company receipt point. The Customer may modify its nomination schedule by providing the Company with written notice of the change up to twenty-four (24) hours prior to 08:00 a.m. eastern daylight time for the day of the scheduled delivery;
- (xiv) The Customer will deliver or cause to be delivered at the Receipt Point(s), the transportation quantity specified in the customer's nomination schedule submitted to "Brooklyn Union". "Brooklyn Union" may, at its sole discretion, reject any portion of a customer's nomination to the extent that such nomination exceeds the customer's Maximum Interruptible Daily Transportation Quantity. "Brooklyn Union" may, at its sole discretion, transport such volumes if sufficient capacity is available on the Company's system;
- (xv) A net surplus in the monthly quantity delivered to "Brooklyn Union" (reduced by four (4) percent for fuel use and losses) as compared to quantities delivered by "Brooklyn Union" to Customer will be applied to reduce the Customer's Interruptible Daily Quantity for a future month;
- (xvi) The Customer represents that _____ is authorized to act as its agent in all dealings with "Brooklyn Union" including, but not limited to, the submittal of monthly Customer nomination schedules. The Customer accepts full responsibility for all acts committed by such agent. The Customer must provide "Brooklyn Union" with at least ten (10) days written notice of changes in a customer's agent before the new agent may nominate deliveries on "Brooklyn Union's" system;
- (xvii) If any provision herein is construed to be inconsistent with Service Classification No. 7, Customer acknowledges that the provisions of Service Classification No. 7 as modified and approved by the New York State Public Service Commission shall govern; and
- (xviii) "Brooklyn Union's" waiver of any one or more of the provisions of this Service Agreement and/or Service Classification No. 7 shall not operate or be construed as a future waiver of any provision or future provision, whether of a like or different character.

ACCEPTED:

_____ Customer	_____ MarketSpan Gas Corporation D/B/A Brooklyn Union
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Instructions

- * Customer should read this Service Agreement and Service Classification No. 7 before executing this Agreement.

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