

..DID: 5445

..TXT: PSC NO: 12 GAS

LEAF: 329

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**

6. Delivery Pressure. Gas delivered to the Point(s) of Receipt by Customer, or that Customer causes to be delivered to the Point(s) of Receipt, shall be at such delivery pressures as are sufficient to enter Transporter's pipeline.

7. Standby Gas Service. Customer hereby subscribes to Standby Gas Service for the duration of this Agreement. The Company shall provide such Standby Gas Service to Customer for a maximum of forty-five (45) consecutive days during the term of this Agreement.

8. Rates and Charges for Service.

(a) Each month (or other period, if so indicated in the Tariff), Customer shall pay the Company for all service provided hereunder all applicable rates, charges, surcharges, fees, penalties and the like set forth under SC-16 and the general terms and conditions of the Tariff, including, but not limited to:

(I) the on-system transportation charges for Rate CTBS - \_\_\_\_\_  
Service Transportation, set forth under SC-16 and

(ii) the Standby Commodity Gas Charges set forth under SC-16.

(b) The Company may seek authorization from the Commission for changes to any rate(s) and terms and conditions set forth herein, under SC-16, or the Tariff, as may be deemed necessary by the Company to assure just and reasonable rates and charges.

9. Term of Agreement.

(a) This Agreement shall be effective for an initial term of one (1) year, commencing as of the date first above written, and shall continue thereafter on a year to year basis, unless terminated by Customer or the Company upon at least thirty (30) days' advance written notice to the other prior to the end of the initial one (1) year term or any renewal term thereafter, as the case may be. The Company's obligation to provide service hereunder, and Customer's obligation to pay the charges referenced in paragraph 8 hereof shall commence on \_\_\_\_\_, \_\_\_\_.

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