

..DID: 5444

..TXT: PSC NO: 12 GAS

LEAF: 328

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****2. Transportation Service.**

(a) Customer represents and warrants that Customer qualifies for service under SC-16, Rate CTBS-\_\_\_\_. Subject to the terms and conditions of this Agreement, the Tariff, and the terms and conditions of SC-16, Customer hereby agrees to deliver or caused to be delivered daily to Company, for Customer's account, gas in quantities equal to the Average Daily Delivery Quantity, as determined at least monthly by the Company; provided, however, that the Average Daily Delivery Quantity shall not exceed the Maximum Daily Delivery Quantity of \_\_\_\_\_ dekatherms. In addition, Customer shall deliver or caused to be delivered daily to Company, gas to cover system use and losses in an amount equal to \_\_\_\_\_ percent of the quantity of all gas delivered to the Company by Customer for transportation hereunder. The Company shall not be required to accept deliveries of gas in excess of Customer's Maximum Daily Delivery Quantity.

(b) The Company agrees to receive, transport, and redeliver on a firm basis to Customer, gas in quantities no less than Customer's Average Daily Delivery Quantity and no greater than Customer's Maximum Daily Delivery Quantity.

3. **Seller of Gas.** Customer designates \_\_\_\_\_ to be its Seller of gas hereunder.

4. **Capacity Release.** Customer agrees that Seller shall, on behalf of Customer, enter into a prearranged capacity release transaction with the Company under the parameters set forth in SC-16.

5. **Point(s) of Delivery.** The Point(s) of Delivery for all gas transported by the Company for Customer's account hereunder shall be the outlet of Customer's meter located at \_\_\_\_\_.

(Customer Service Location(s))

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