

July 24, 2012

VIA HAND DELIVERY & ELECTRONIC MAIL

Luly E. Massaro, Commission Clerk
Rhode Island Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

RE: Docket 4323 - Application for Approval of a Change in Electric and Gas Base Distribution Rates Pursuant to R.I.G.L. Sections 39-3-10 and 39-3-11 Responses to Division Data Requests - Set 13 - GAS

Dear Ms. Massaro:

Enclosed is an original and ten (10) copies of National Grid's¹ responses to the Division's Thirteenth Set of Data Requests in the above-captioned proceeding.

The enclosed responses complete the Thirteenth Set, as indicated on the enclosed discovery log.

Thank you for your attention to this transmittal. If you have any questions, please feel free to contact me at (401) 784-7667.

Very truly yours,



Thomas R. Teehan

Enclosures

cc: Docket 4323 Service List
Leo Wold, Esq.
Steve Scialabba, Division

¹ The Narragansett Electric Company d/b/a National Grid (herein referred to as "National Grid" or the "Company").

Certificate of Service

I hereby certify that a copy of the cover letter and/or any materials accompanying this certificate were electronically submitted, hand delivered and mailed to the individuals listed below.

/S/
Janea Dunne

July 24, 2012
Date

National Grid (NGrid) – Request for Change in Electric & Gas Distribution Rates
Docket No. 4323 – Service List updated on 6/22/12

Name/Address	E-mail Distribution	Phone
Celia B. O'Brien, Esq. National Grid 280 Melrose St. Providence, RI 02907	Celia.obrien@us.ngrid.com	781-907-2153
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	Joanne.scanlon@us.ngrid.com	
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	dmacrae@riag.ri.gov	
	Steve.scialabba@ripuc.state.ri.us	
	David.stearns@ripuc.state.ri.us	
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	Larry.r.allen@navy.mil	
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	enicholson@exeterassociates.com	
Bruce Gay Monticello Consulting 4209 Buck Creek Court North Charleston, SC 29420	bruce@monticelloconsulting.com	
Matthew Kahal c/o Exeter Associates 10480 Little Patuxent Parkway Suite 300 Columbia, MD 21044	mkahal@exeterassociates.com	
File original & 11 copies w/: Luly E. Massaro, Commission Clerk Public Utilities Commission 89 Jefferson Blvd. Warwick, RI 02888	Lmassaro@puc.state.ri.us	401-780-2107
	Anault@puc.state.ri.us	
	Adalessandro@puc.state.ri.us	
	Nucci@puc.state.ri.us	
	Dshah@puc.state.ri.us	
	Sccamara@puc.state.ri.us	

DATA SET	DATA REQUEST	DATE ISSUED	DATE FILED	WITNESS	ATTACHMENT	CONFIDENTIAL ATTACHMENT
DIVISION SET 1						
Division Set 1	Division 1-1-ELEC	5/9/2012	5/25/2012	Michael D. Laflamme	Att. DIV 1-1-ELEC	
Division Set 1	Division 1-2-ELEC	5/9/2012	5/25/2012	Michael D. Laflamme	Att. DIV 1-2-ELEC	
Division Set 1	Division 1-3-ELEC	5/9/2012	5/25/2012	Michael D. Laflamme	Att. DIV 1-3-ELEC	
Division Set 1	Division 1-4-ELEC	5/9/2012	5/25/2012	Michael D. Laflamme	Att. DIV 1-4-ELEC	
Division Set 1	Division 1-5-ELEC	5/9/2012	5/25/2012	Michael D. Laflamme		
Division Set 1	Division 1-6-ELEC	5/9/2012	5/23/2012	Michael D. Laflamme	Att. DIV 1-6-ELEC	
Division Set 1	Division 1-7-ELEC	5/9/2012	5/23/2012	Michael D. Laflamme		
Division Set 1	Division 1-8-ELEC	5/9/2012	5/25/2012	Michael D. Laflamme	Att. DIV 1-8-ELEC	
Division Set 1	Division 1-9-ELEC	5/9/2012	5/23/2012	Michael D. Laflamme	Att. DIV 1-9-ELEC	
Division Set 1	Division 1-10-ELEC	5/9/2012	5/25/2012	Michael D. Laflamme		
Division Set 1	Division 1-11-ELEC	5/9/2012	5/23/2012	Michael D. Laflamme	Att. DIV 1-11-ELEC	
Division Set 1	Division 1-12-ELEC	5/9/2012	5/23/2012	Michael D. Laflamme		
Division Set 1	Division 1-13-ELEC	5/9/2012	5/23/2012	Michael D. Laflamme	Att. DIV 1-13-ELEC	
Division Set 1	Division 1-14-ELEC	5/9/2012	5/23/2012	Michael D. Laflamme		
Division Set 1	Division 1-15-ELEC	5/9/2012	5/23/2012	Michael D. Laflamme		
Division Set 1	Division 1-16-ELEC	5/9/2012	5/23/2012	Michael D. Laflamme		
Division Set 1	Division 1-17-ELEC	5/9/2012	5/23/2012	Michael D. Laflamme		
Division Set 1	Division 1-18-ELEC	5/9/2012	5/23/2012	Michael D. Laflamme		
Division Set 1	Division 1-19-ELEC	5/9/2012	5/23/2012	Michael D. Laflamme		
Division Set 1	Division 1-20-ELEC	5/9/2012	5/25/2012	Michael D. Laflamme		
Division Set 1	Division 1-21-ELEC	5/9/2012	5/23/2012	Michael D. Laflamme	Att. DIV 1-21-ELEC	
Division Set 1	Division 1-22-ELEC	5/9/2012	5/23/2012	Michael D. Laflamme		
Division Set 1	Division 1-23-ELEC	5/9/2012	5/23/2012	Michael D. Laflamme	Att. DIV 1-23-ELEC	
Division Set 1	Division 1-24-ELEC	5/9/2012	5/25/2012	Michael D. Laflamme		
Division Set 1	Division 1-25-ELEC	5/9/2012	5/23/2012	Michael D. Laflamme		
Division Set 1	Division 1-26-ELEC	5/9/2012	5/23/2012	Michael D. Laflamme		
Division Set 1	Division 1-27-ELEC	5/9/2012	5/23/2012	Michael D. Laflamme	Att. DIV 1-27-ELEC	
Division Set 1	Division 1-28-ELEC	5/9/2012	5/23/2012	Michael D. Laflamme		

DATA SET	DATA REQUEST	DATE ISSUED	DATE FILED	WITNESS	ATTACHMENT	CONFIDENTIAL ATTACHMENT
Division Set 1	Division 1-29-ELEC	5/9/2012	5/23/2012	Michael D. Laflamme	Att. DIV 1-29-ELEC	
Division Set 1	Division 1-30-ELEC	5/9/2012	5/23/2012	Michael D. Laflamme		
Division Set 1	Division 1-31-ELEC	5/9/2012	5/23/2012	Michael D. Laflamme		
DIVISION SET 2						
Division Set 2	Division 2-1-GAS	5/14/2012	5/25/2012	Michael D. Laflamme	Att. DIV 2-1-GAS	
Division Set 2	Division 2-2-GAS	5/14/2012	5/25/2012	Michael D. Laflamme	Att. DIV 2-2-GAS	
Division Set 2	Division 2-3-GAS	5/14/2012	5/25/2012	Michael D. Laflamme		
Division Set 2	Division 2-4-GAS	5/14/2012	5/25/2012	Michael D. Laflamme	Att. DIV 2-4-GAS	
Division Set 2	Division 2-5-GAS	5/14/2012	5/25/2012	Michael D. Laflamme		
Division Set 2	Division 2-6-GAS	5/14/2012	5/25/2012	Michael D. Laflamme	Att. DIV 2-6-GAS	
Division Set 2	Division 2-7-GAS	5/14/2012	5/25/2012	Michael D. Laflamme	Att. DIV 2-7-GAS	
Division Set 2	Division 2-8-GAS	5/14/2012	5/25/2012	Michael D. Laflamme	Att. DIV 2-8-GAS	
Division Set 2	Division 2-9-GAS	5/14/2012	5/25/2012	Michael D. Laflamme	Att. DIV 2-9-GAS	
Division Set 2	Division 2-10-GAS	5/14/2012	5/29/2012	Michael D. Laflamme		
Division Set 2	Division 2-11-GAS	5/14/2012	5/29/2012	Michael D. Laflamme		
Division Set 2	Division 2-12-GAS	5/14/2012	5/25/2012	Michael D. Laflamme	Att. DIV 2-12-GAS	
Division Set 2	Division 2-13-GAS	5/14/2012	5/29/2012	Michael D. Laflamme		
Division Set 2	Division 2-14-GAS	5/14/2012	5/29/2012	Michael D. Laflamme		
Division Set 2	Division 2-15-GAS	5/14/2012	5/29/2012	Michael D. Laflamme		
Division Set 2	Division 2-16-GAS	5/14/2012	5/29/2012	Michael D. Laflamme	Att. DIV 2-16-1-GAS Att. DIV 2-16-2-GAS Att. DIV 2-16-3-GAS	
Division Set 2	Division 2-17-GAS	5/14/2012	5/29/2012	Michael D. Laflamme		
Division Set 2	Division 2-18-GAS	5/14/2012	5/29/2012	Michael D. Laflamme		
Division Set 2	Division 2-19-GAS	5/14/2012	5/29/2012	Michael D. Laflamme		
Division Set 2	Division 2-20-GAS	5/14/2012	5/29/2012	Michael D. Laflamme		
Division Set 2	Division 2-21-GAS	5/14/2012	5/29/2012	Michael D. Laflamme	Att. DIV 2-21-GAS	
Division Set 2	Division 2-22-GAS	5/14/2012	5/29/2012	Michael D. Laflamme	Att. DIV 2-22-GAS	
Division Set 2	Division 2-23-GAS	5/14/2012	5/29/2012	Michael D. Laflamme	Att. DIV 2-23-GAS	
Division Set 2	Division 2-24-GAS	5/14/2012	5/29/2012	Michael D. Laflamme		
Division Set 2	Division 2-25-GAS	5/14/2012	5/29/2012	Michael D. Laflamme		

DATA SET	DATA REQUEST	DATE ISSUED	DATE FILED	WITNESS	ATTACHMENT	CONFIDENTIAL ATTACHMENT
DIVISION SET 3						
Division Set 3	Division 3-1-ELEC/GAS	5/30/2012	6/11/2012	Michael D. Laflamme	Att. DIV 3-1-ELEC/GAS	
Division Set 3	Division 3-2-ELEC/GAS	5/30/2012	6/13/2012	Michael D. Laflamme	Att. DIV 3-2-ELEC/GAS	
Division Set 3	Division 3-3-ELEC/GAS	5/30/2012	6/12/2012	Robert B. Hevert	Att. DIV 3-3-ELEC/GAS	
Division Set 3	Division 3-4-ELEC/GAS	5/30/2012	6/12/2012	Robert B. Hevert		
Division Set 3	Division 3-5-ELEC/GAS	5/30/2012	6/12/2012	Robert B. Hevert	Att. DIV 3-5-ELEC/GAS	
Division Set 3	Division 3-6-ELEC/GAS	5/30/2012	6/13/2012	Michael D. Laflamme	Att. DIV 3-6-ELEC/GAS (Redacted)	Att. DIV 3-6-ELEC/GAS (Confidential)
Division Set 3	Division 3-7-ELEC/GAS	5/30/2012	6/11/2012	Michael D. Laflamme	Att. DIV 3-7-1-ELEC/GAS Att. DIV 3-7-2-ELEC/GAS Att. DIV 3-7-3-ELEC/GAS	
Division Set 3	Division 3-8-ELEC/GAS	5/30/2012	6/12/2012	Legal Department and Robert B. Hevert		
Division Set 3	Division 3-9-ELEC/GAS	5/30/2012	6/11/2012	Mustally Hussain	Att. DIV 3-9-1-ELEC/GAS Att. DIV 3-9-2-ELEC/GAS Att. DIV 3-9-3-ELEC/GAS Att. DIV 3-9-4-ELEC/GAS Att. DIV 3-9-5-ELEC/GAS Att. DIV 3-9-6-ELEC/GAS Att. DIV 3-9-7-ELEC/GAS Att. DIV 3-9-8-ELEC/GAS Att. DIV 3-9-9-ELEC/GAS	
Division Set 3	Division 3-10-ELEC/GAS	5/30/2012	6/11/2012	Mustally Husain	Att. DIV 3-10-ELEC/GAS	
Division Set 3	Division 3-11-ELEC/GAS	5/30/2012	6/11/2012	Michael D. Laflamme	Att. DIV 3-11-ELEC/GAS	
Division Set 3	Division 3-12-ELEC/GAS	5/30/2012	6/11/2012	Michael D. Laflamme		
Division Set 3	Division 3-13-ELEC/GAS	5/30/2012	6/11/2012	Michael D. Laflamme		
Division Set 3	Division 3-14-ELEC/GAS	5/30/2012	6/13/2012	Michael D. Laflamme		
Division Set 3	Division 3-15-ELEC/GAS	5/30/2012	6/11/2012	Michael D. Laflamme		
Division Set 3	Division 3-16-ELEC/GAS	5/30/2012	6/11/2012	Michael D. Laflamme		
Division Set 3	Division 3-17-ELEC/GAS	5/30/2012	6/11/2012	Michael D. Laflamme	Att. DIV 3-17-ELEC/GAS	
Division Set 3	Division 3-18-ELEC/GAS	5/30/2012	6/12/2012	Robert B. Hevert		
Division Set 3	Division 3-19-ELEC	5/30/2012	6/12/2012	Robert B. Hevert		
Division Set 3	Division 3-20-ELEC/GAS	5/30/2012	6/12/2012	Robert B. Hevert		
Division Set 3	Division 3-21-ELEC/GAS	5/30/2012	6/12/2012	Robert B. Hevert		
Division Set 3	Division 3-22-ELEC/GAS	5/30/2012	6/12/2012	Robert B. Hevert	Att. DIV 3-22-ELEC/GAS	
Division Set 3	Division 3-23-ELEC/GAS	5/30/2012	6/12/2012	Robert B. Hevert	Att. DIV 3-23-ELEC/GAS	
Division Set 3	Division 3-24-ELEC/GAS	5/30/2012	6/13/2012	Robert B. Hevert	Att. DIV 3-24-ELEC/GAS	
Division Set 3	Division 3-25-ELEC/GAS	5/30/2012	6/12/2012	Robert B. Hevert	Att. DIV 3-25-ELEC/GAS	
Division Set 3	Division 3-26-ELEC/GAS	5/30/2012	6/12/2012	Robert B. Hevert		
Division Set 3	Division 3-27-ELEC/GAS	5/30/2012	6/12/2012	Robert B. Hevert		

DATA SET	DATA REQUEST	DATE ISSUED	DATE FILED	WITNESS	ATTACHMENT	CONFIDENTIAL ATTACHMENT
DIVISION SET 4						
Division Set 4	Division 4-1-GAS	6/7/2012	6/29/2012	Paul M. Normand	See Attached Page	See Attached Page
Division Set 4	Division 4-2-GAS	6/7/2012	6/19/2012	Paul M. Normand		
Division Set 4	Division 4-3-GAS	6/7/2012	6/20/2012	Ann E. Leary		
Division Set 4	Division 4-4-GAS	6/7/2012	6/19/2012	Paul M. Normand		
Division Set 4	Division 4-5-GAS	6/7/2012	6/19/2012	Paul M. Normand		
Division Set 4	Division 4-6-GAS	6/7/2012	6/20/2012	Ann E. Leary		
Division Set 4	Division 4-7-GAS	6/7/2012	6/20/2012	Ann E. Leary		
Division Set 4	Division 4-8-GAS	6/7/2012	6/19/2012	Ann E. Leary	Att. DIV 4-8-1-GAS Att. DIV 4-8-2-GAS Att. DIV 4-8-3-GAS Att. DIV 4-8-4-GAS Att. DIV 4-8-5-GAS	
Division Set 4	Division 4-9-GAS	6/7/2012	6/20/2012	Ann E. Leary		
Division Set 4	Division 4-10-GAS	6/7/2012	6/19/2012	Ann E. Leary	Att. DIV 4-10-GAS	
Division Set 4	Division 4-11-GAS	6/7/2012	6/20/2012	Ann E. Leary		
Division Set 4	Division 4-12-GAS	6/7/2012	6/20/2012	Ann E. Leary	Att. DIV 4-12-GAS	
Division Set 4	Division 4-13-GAS	6/7/2012	6/19/2012	Ann E. Leary and Michael D. Laflamme		
DIVISION SET 5						
Division Set 5	Division 5-1-ELEC	6/8/2012	6/26/2012	Evelyn M. Kaye	Att. DIV 5-1-ELEC	
Division Set 5	Division 5-2-ELEC	6/8/2012	6/29/2012	Evelyn M. Kaye	Att. DIV 5-2-1-ELEC Att. DIV 5-2-2-ELEC Att. DIV 5-2-3-ELEC	
Division Set 5	Division 5-3-ELEC	6/8/2012	6/26/2012	Evelyn M. Kaye	Att. DIV 5-3-1-ELEC Att. DIV 5-3-2-ELEC	
Division Set 5	Division 5-3-ELEC (Corrected)	6/8/2012	7/2/2012	Evelyn M. Kaye		
Division Set 5	Division 5-4-ELEC	6/8/2012	6/22/2012	Evelyn M. Kaye	Att. DIV 5-4-ELEC	
Division Set 5	Division 5-5-ELEC	6/8/2012	6/22/2012	Evelyn M. Kaye	Att. DIV 5-5-1-ELEC Att. DIV 5-5-2-ELEC	
Division Set 5	Division 5-6-ELEC	6/8/2012	6/22/2012	Evelyn M. Kaye	Att. DIV 5-6-1-ELEC Att. DIV 5-6-2-ELEC Att. DIV 5-6-3-ELEC	
Division Set 5	Division 5-7-ELEC	6/8/2012	6/22/2012	Evelyn M. Kaye		
Division Set 5	Division 5-8-ELEC	6/8/2012	6/22/2012	Evelyn M. Kaye		

Division Set 4

Division 4-1-GAS

ATTACHMENT

**CONFIDENTIAL
ATTACHMENT**

1-18 Design Winter Sales RATE YEAR Rev 4-2-12.xls

Att DIV 5-12 Meter Cost Detail MAC_B.xls

Attach 1-2B(Test Year PLT ACCUMDEPR Acct) with Rate Year Adj 4-6.xls

Attach 1-17 with Back-up (CY11_Charge_off (W Philibin 02 15 12)).xls

Attach 1-24 (Services Inv Allocator) MAC.xls

Attach 1-26 RATE YEAR (REG ACCNT 903000 CustRecordsColl Exp).xls

Attach 1-27 RATE YEAR (ACCNT 908000 Cust Assistance Exp).xls

Attach 1-29 with backup (6967 RI GAS SALES REPORT DEC11) MAC.xls

Attachment to 1-11 (Rev Proof & Bill Detm)_A.xls

Bill Impact-(2014 Base Rates and ISR for Rate Year template)_H AEL_1.xls

NG RI Design Day Rate Year Rev 3-20-12 (LS).xls

NG RI Gas Rate Design 4-16-12 B PMN - 7.xls

Ngrid No 1-28 (Deposits) (3).docx

RDA & ISR Adj by Rate Class.xls

RI Gas Allocated COS 4-13-12 MAC.xlsx

NGRI-GCOS Rate Year Revised 4-16-12 WITH ISR & RDA Revenues
PRO.xls

NGRI-GCOS Rate Year Revised 4-16-12 WITH ISR & RDA Revenues
PRO.xls

(REDACTED)

(CONFIDENTIAL)

DATA SET	DATA REQUEST	DATE ISSUED	DATE FILED	WITNESS	ATTACHMENT	CONFIDENTIAL ATTACHMENT
Division Set 5	Division 5-9-ELEC	6/8/2012	6/26/2012	Evelyn M. Kaye	Att. DIV 5-9-ELEC	
Division Set 5	Division 5-10-ELEC	6/8/2012	6/26/2012	Evelyn M. Kaye	Att. DIV 5-10-1-ELEC Att. DIV 5-10-2-ELEC	
Division Set 5	Division 5-11-ELEC	6/8/2012	6/26/2012	Evelyn M. Kaye	Att. DIV 5-11-1-ELEC Att. DIV 5-11-2-ELEC Att. DIV 5-11-3-ELEC Att. DIV 5-11-4-ELEC	
Division Set 5	Division 5-12-ELEC	6/8/2012	6/26/2012	Evelyn M. Kaye		
Division Set 5	Division 5-13-ELEC	6/8/2012	6/22/2012	Evelyn M. Kaye		
Division Set 5	Division 5-14-ELEC	6/8/2012	6/22/2012	Evelyn M. Kaye	Att. DIV 5-14-ELEC	
Division Set 5	Division 5-15-ELEC	6/8/2012	6/22/2012	Evelyn M. Kaye	Att. DIV 5-15-ELEC	
Division Set 5	Division 5-16-ELEC	6/8/2012	6/29/2012	Evelyn M. Kaye	Att. DIV 5-16-1-ELEC Att. DIV 5-16-2-ELEC Att. DIV 5-16-3-ELEC Att. DIV 5-16-4-ELEC (REDACTED)	Att. DIV 5-16-2-ELEC Att. DIV 5-16-3-ELEC Att. DIV 5-16-4-ELEC (CONFIDENTIAL)
Division Set 5	Division 5-16-ELEC (Supplemental)	6/8/2012	7/20/2012	Evelyn M. Kaye	Att. DIV 5-16-1-ELEC Att. DIV 5-16-2-ELEC Att. DIV 5-16-3-ELEC Att. DIV 5-16-4-ELEC Supplemental (REDACTED)	Att. DIV 5-16-2-ELEC Att. DIV 5-16-3-ELEC Att. DIV 5-16-4-ELEC Supplemental (CONFIDENTIAL)
DIVISION SET 6						
Division Set 6	Division 6-1-GAS	6/8/2012	7/2/2012	Evelyn M. Kaye	Att. DIV 6-1-GAS	
Division Set 6	Division 6-2-GAS	6/8/2012	7/2/2012	Evelyn M. Kaye	Att. DIV 6-2-1-GAS Att. DIV 6-2-2-GAS	
Division Set 6	Division 6-2(d)-GAS (Supplemental)	6/8/2012	7/20/2012	Evelyn M. Kaye	Att. DIV 6-2(d)-GAS (Supplemental)	
Division Set 6	Division 6-3-GAS	6/8/2012	6/26/2012	Evelyn M. Kaye	Att. DIV 6-3-GAS	
Division Set 6	Division 6-3-GAS (Supplemental)	6/8/2012	7/20/2012	Evelyn M. Kaye	Att. DIV 6-3-GAS (Supplemental)	
Division Set 6	Division 6-4-GAS	6/8/2012	6/26/2012	Evelyn M. Kaye	Att. DIV 6-4-1-GAS Att. DIV 6-4-2-GAS	
Division Set 6	Division 6-5-GAS	6/8/2012	6/26/2012	Evelyn M. Kaye	Att. DIV 6-5-GAS	
Division Set 6	Division 6-6-GAS	6/8/2012	7/2/2012	Evelyn M. Kaye	Att. DIV 6-6-1-GAS Att. DIV 6-6-2-GAS Att. DIV 6-6-3-GAS (REDACTED)	Att. DIV 6-6-2-GAS Att. DIV 6-6-3-GAS (CONFIDENTIAL)
Division Set 6	Division 6-7-GAS	6/8/2012	6/22/2012	Evelyn M. Kaye		
Division Set 6	Division 6-8-GAS	6/8/2012	6/22/2012	Evelyn M. Kaye		
Division Set 6	Division 6-9-GAS	6/8/2012	6/26/2012	Evelyn M. Kaye		
Division Set 6	Division 6-9-GAS (Supplemental)	6/8/2012	7/20/2012	Evelyn M. Kaye	Att. DIV 6-9-GAS (Supplemental)	
Division Set 6	Division 6-10-GAS	6/8/2012	6/26/2012	Evelyn M. Kaye	Att. DIV 6-10-1-GAS Att. DIV 6-10-2-GAS	
Division Set 6	Division 6-11-GAS	6/8/2012	6/26/2012	Evelyn M. Kaye		
Division Set 6	Division 6-12-GAS	6/8/2012	6/26/2012	Evelyn M. Kaye		
Division Set 6	Division 6-13-GAS	6/8/2012	6/22/2012	Evelyn M. Kaye		

DATA SET	DATA REQUEST	DATE ISSUED	DATE FILED	WITNESS	ATTACHMENT	CONFIDENTIAL ATTACHMENT
Division Set 6	Division 6-14-GAS	6/8/2012	6/26/2012	Evelyn M. Kaye	Att. DIV 6-14-GAS	
Division Set 6	Division 6-15-GAS	6/8/2012	6/26/2012	Evelyn M. Kaye	Att. DIV 6-15-1-GAS Att. DIV 6-15-2-GAS Att. DIV 6-15-3-GAS	
Division Set 6	Division 6-16-GAS	6/8/2012	7/2/2012	Evelyn M. Kaye	Att. DIV 6-16-1-GAS Att. DIV 6-16-2-GAS Att. DIV 6-16-3-GAS Att. DIV 6-16-4-GAS Att. DIV 6-16-5-GAS (REDACTED)	Att. DIV 6-16-1-GAS Att. DIV 6-16-2-GAS Att. DIV 6-16-3-GAS Att. DIV 6-16-4-GAS Att. DIV 6-16-5-GAS (CONFIDENTIAL)
Division Set 6	Division 6-16-GAS (Supplemental)	6/8/2012	7/23/2012	Evelyn M. Kaye	Att. DIV 6-16-1-GAS Att. DIV 6-16-2-GAS Att. DIV 6-16-3-GAS Att. DIV 6-16-4-GAS Att. DIV 6-16-5-GAS Att. DIV 6-16-6-GAS Att. DIV 6-16-7-GAS Supplemental (REDACTED)	Att. DIV 6-16-1-GAS Att. DIV 6-16-2-GAS Att. DIV 6-16-3-GAS Att. DIV 6-16-4-GAS Att. DIV 6-16-5-GAS Supplemental (CONFIDENTIAL)
DIVISION SET 7						
Division Set 7	Division 7-1-GAS	6/12/2012	7/5/2012	Evelyn M. Kaye	Att. DIV 7-1-GAS	
Division Set 7	Division 7-2-ELEC	6/12/2012	7/5/2012	Evelyn M. Kaye	Att. DIV 7-2-GAS	
Division Set 7	Division 7-3-ELEC/GAS	6/12/2012	7/5/2012	Evelyn M. Kaye	Att. DIV 7-3-1-ELEC/GAS Att. DIV 7-3-2-ELEC/GAS Att. DIV 7-3-3-ELEC/GAS	
Division Set 7	Division 7-4-ELEC/GAS	6/12/2012	7/5/2012	Evelyn M. Kaye		
Division Set 7	Division 7-5-ELEC/GAS	6/12/2012	6/28/2012	Evelyn M. Kaye	Att. DIV 7-5-ELEC/GAS	
Division Set 7	Division 7-6-ELEC	6/12/2012	6/25/2012	Evelyn M. Kaye		
Division Set 7	Division 7-7-GAS	6/12/2012	6/25/2012	Evelyn M. Kaye		
Division Set 7	Division 7-8-ELEC/GAS	6/12/2012	6/28/2012	Evelyn M. Kaye		
DIVISION SET 8						
Division Set 8	Division 8-1-ELEC	6/14/2012	6/25/2012	Michael D. Laflamme	Att. DIV 8-1-ELEC	
Division Set 8	Division 8-2-ELEC	6/14/2012	6/25/2012	Michael D. Laflamme	Att. DIV 8-2-ELEC	
Division Set 8	Division 8-3-ELEC	6/14/2012	7/3/2012	Michael D. Laflamme	Att. DIV 8-3-ELEC	
Division Set 8	Division 8-4-ELEC	6/14/2012	6/25/2012	Michael D. Laflamme		
Division Set 8	Division 8-5-ELEC	6/14/2012	7/5/2012	Michael D. Laflamme	Att. DIV 8-5-ELEC	
Division Set 8	Division 8-6-ELEC	6/14/2012	7/6/2012	Michael D. Laflamme	Att. DIV 8-6-ELEC	
Division Set 8	Division 8-7-ELEC	6/14/2012	7/12/2012	Maureen P. Heaphy	Att. DIV 8-7-ELEC	
Division Set 8	Division 8-8-ELEC	6/14/2012	6/25/2012	Michael D. Laflamme		
Division Set 8	Division 8-9-ELEC	6/14/2012	6/27/2012	Michael D. Laflamme		
Division Set 8	Division 8-10-ELEC	6/14/2012	6/25/2012	Michael D. Laflamme		
Division Set 8	Division 8-11-ELEC	6/14/2012	6/27/2012	Michael D. Laflamme		
Division Set 8	Division 8-12-ELEC	6/14/2012	6/27/2012	Michael D. Laflamme		
Division Set 8	Division 8-13-ELEC	6/14/2012	7/6/2012	Michael D. Laflamme		
Division Set 8	Division 8-14-ELEC	6/14/2012	6/27/2012	Michael D. Laflamme		
Division Set 8	Division 8-15-ELEC	6/14/2012	6/27/2012	Michael D. Laflamme	Att. DIV 8-15-1-ELEC Att. DIV 8-15-2-ELEC	

DATA SET	DATA REQUEST	DATE ISSUED	DATE FILED	WITNESS	ATTACHMENT	CONFIDENTIAL ATTACHMENT
Division Set 8	Division 8-16-ELEC	6/14/2012	6/27/2012	Michael D. Laflamme	Att. DIV 8-16-ELEC	
DIVISION SET 9						
Division Set 9	Division 9-1-GAS	6/14/2012	7/2/2012	Michael D. Laflamme		
Division Set 9	Division 9-2-GAS	6/14/2012	7/2/2012	Michael D. Laflamme	Att. DIV 9-2-GAS	
Division Set 9	Division 9-3-GAS	6/14/2012	6/27/2012	Michael D. Laflamme		
Division Set 9	Division 9-4-GAS	6/14/2012	6/27/2012	Michael D. Laflamme & Susan L. Fleck		
Division Set 9	Division 9-5-GAS	6/14/2012	6/27/2012	A. Leo Silvestrini		
Division Set 9	Division 9-6-GAS	6/14/2012	6/27/2012	A. Leo Silvestrini	Att. DIV 9-6-GAS	
Division Set 9	Division 9-7-GAS	6/14/2012	6/27/2012	A. Leo Silvestrini		
Division Set 9	Division 9-8-GAS	6/14/2012	6/27/2012	A. Leo Silvestrini	Att. DIV 9-8-GAS	
Division Set 9	Division 9-9-GAS	6/14/2012	6/27/2012	A. Leo Silvestrini		
DIVISION SET 10						
Division Set 10	Division 10-1-ELEC	6/22/2012	7/3/2012	Howard S. Gorman	Att. DIV 10-1-1-ELEC Att. DIV 10-1-2-ELEC	
Division Set 10	Division 10-2-ELEC	6/22/2012	7/3/2012	Jeanne A. Lloyd	Att. DIV 10-2-1-ELEC Att. DIV 10-2-2-ELEC Att. DIV 10-2-3-ELEC Att. DIV 10-2-4-ELEC Att. DIV 10-2-5(1)-ELEC to Att. DIV 10-2-5(11)-ELEC Att. DIV 10-2-3-ELEC Att. DIV 10-2-4-ELEC Att. DIV 10-2-5-ELEC Att. DIV 10-2-6-ELEC Att. DIV 10-2-7-ELEC Att. DIV 10-2-8-ELEC Att. DIV 10-2-9-ELEC	
Division Set 10	Division 10-3-ELEC	6/22/2012	7/5/2012	Evelyn M. Kaye	Att. DIV 10-3-1-ELEC Att. DIV 10-3-2-ELEC	
Division Set 10	Division 10-4-ELEC	6/22/2012	7/3/2012	Alfred P. Morrissey	Att. DIV 10-4-ELEC	
Division Set 10	Division 10-5-ELEC	6/22/2012	7/5/2012	Howard S. Gorman	Att. DIV 10-5-ELEC	
Division Set 10	Division 10-6-ELEC	6/22/2012	6/28/2012	Howard S. Gorman		
Division Set 10	Division 10-7-ELEC	6/22/2012	6/28/2012	Howard S. Gorman	Att. DIV 10-7-ELEC	
Division Set 10	Division 10-8-ELEC	6/22/2012	6/28/2012	Howard S. Gorman		

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DIVISION SET 11						
Division Set 11	Division 11-1-ELEC/GAS	6/25/2012	7/13/2012	Michael D. Laflamme	Att. DIV 11-1-1-ELEC/GAS Att. DIV 11-1-2-ELEC/GAS	
Division Set 11	Division 11-2-ELEC/GAS	6/25/2012	7/6/2012	Maureen P. Heaphy		
Division Set 11	Division 11-3-ELEC/GAS	6/25/2012	7/6/2012	Maureen P. Heaphy		
Division Set 11	Division 11-4-ELEC/GAS	6/25/2012	7/13/2012	Michael D. Laflamme	Att. DIV 11-4-ELEC/GAS	
Division Set 11	Division 11-5-ELEC/GAS	6/25/2012	7/10/2012	Michael D. Laflamme		
Division Set 11	Division 11-6-ELEC/GAS	6/25/2012	7/13/2012	Michael D. Laflamme	Att. DIV 11-6-1-ELEC/GAS Att. DIV 11-6-2-ELEC/GAS	
Division Set 11	Division 11-7-ELEC/GAS	6/25/2012	7/13/2012	Michael D. Laflamme	Att. DIV 11-7-ELEC/GAS	
Division Set 11	Division 11-8-ELEC/GAS	6/25/2012	7/13/2012	Michael D. Laflamme	Att. DIV 11-8-1-ELEC/GAS Att. DIV 11-8-2-ELEC/GAS Att. DIV 11-8-3-ELEC/GAS Att. DIV 11-8-4-ELEC/GAS Att. DIV 11-8-5-ELEC/GAS	
Division Set 11	Division 11-9-ELEC/GAS	6/25/2012	7/12/2012	Michael D. Laflamme	Att. DIV 11-9-ELEC/GAS	
Division Set 11	Division 11-10-ELEC/GAS	6/25/2012	7/12/2012	Michael D. Laflamme		
Division Set 11	Division 11-11-ELEC/GAS	6/25/2012	7/10/2012	Michael D. Laflamme	Att. DIV 11-11-ELEC/GAS	
Division Set 11	Division 11-12-ELEC/GAS	6/25/2012	7/6/2012	Michael D. Laflamme	Att. DIV 11-12-ELEC/GAS	
Division Set 11	Division 11-13-ELEC/GAS	6/25/2012	7/6/2012	Michael D. Laflamme		
Division Set 11	Division 11-14-ELEC/GAS	6/25/2012	7/12/2012	Michael D. Laflamme	Att. DIV 11-14-ELEC/GAS	
Division Set 11	Division 11-15-ELEC/GAS	6/25/2012	7/6/2012	Michael D. Laflamme		
Division Set 11	Division 11-16-ELEC/GAS	6/25/2012	7/10/2012	Michael D. Laflamme		
Division Set 11	Division 11-17-ELEC/GAS	6/25/2012	7/13/2012	Michael D. Laflamme		
Division Set 11	Division 11-18-ELEC/GAS	6/25/2012	7/12/2012	Michael D. Laflamme	Att. DIV 11-18-ELEC/GAS	
Division Set 11	Division 11-19-ELEC/GAS	6/25/2012	7/13/2012	Michael D. Laflamme	Att. DIV 11-19-ELEC/GAS	
Division Set 11	Division 11-20-ELEC/GAS	6/25/2012	7/12/2012	Michael D. Laflamme	Att. DIV 11-20-ELEC/GAS	
Division Set 11	Division 11-21-ELEC/GAS	6/25/2012	7/13/2012	Michael D. Laflamme		
Division Set 11	Division 11-22-ELEC/GAS	6/25/2012	7/6/2012	Michael D. Laflamme		
Division Set 11	Division 11-23-ELEC/GAS	6/25/2012	7/6/2012	Michael D. Laflamme		
Division Set 11	Division 11-24-ELEC/GAS	6/25/2012	7/6/2012	Michael D. Laflamme		
Division Set 11	Division 11-25-ELEC/GAS	6/25/2012	7/6/2012	Michael D. Laflamme		
Division Set 11	Division 11-26-ELEC/GAS	6/25/2012	7/6/2012	Michael D. Laflamme		

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DIVISION SET 12						
Division Set 12	Division 12-1-GAS	6/28/2012	7/10/2012	A. Leo Silvestrini	Att. DIV 12-1-GAS	
Division Set 12	Division 12-2-GAS	6/28/2012	7/6/2012	A. Leo Silvestrini	Att. DIV 12-2-GAS	
Division Set 12	Division 12-3-GAS	6/28/2012	7/10/2012	A. Leo Silvestrini	Att. DIV 12-3-1-GAS Att. DIV 12-3-2-GAS	
Division Set 12	Division 12-4-GAS	6/28/2012	7/10/2012	A. Leo Silvestrini		
Division Set 12	Division 12-5-GAS	6/28/2012	7/10/2012	A. Leo Silvestrini		
Division Set 12	Division 12-6-GAS	6/28/2012	7/6/2012	A. Leo Silvestrini		
Division Set 12	Division 12-7-GAS	6/28/2012	7/10/2012	A. Leo Silvestrini		
Division Set 12	Division 12-8-GAS	6/28/2012	7/6/2012	A. Leo Silvestrini	Att. DIV 12-8-GAS	
Division Set 12	Division 12-9-GAS	6/28/2012	7/10/2012	A. Leo Silvestrini		
Division Set 12	Division 12-10-GAS	6/28/2012	7/10/2012	A. Leo Silvestrini	Att. DIV 12-10-1-GAS Att. DIV 12-10-2-GAS Att. DIV 12-10-3-GAS	
Division Set 12	Division 12-11-GAS	6/28/2012	7/6/2012	A. Leo Silvestrini		
Division Set 12	Division 12-12-GAS	6/28/2012	7/10/2012	A. Leo Silvestrini		
Division Set 12	Division 12-13-GAS	6/28/2012	7/13/2012	A. Leo Silvestrini	Att. DIV 12-13-GAS	
Division Set 12	Division 12-14-GAS	6/28/2012	7/6/2012	A. Leo Silvestrini		
Division Set 12	Division 12-15-GAS	6/28/2012	7/6/2012	A. Leo Silvestrini		
Division Set 12	Division 12-16-GAS	6/28/2012	7/10/2012	A. Leo Silvestrini		
Division Set 12	Division 12-17-GAS	6/28/2012	7/10/2012	A. Leo Silvestrini	Att. DIV 12-17-GAS	
Division Set 12	Division 12-18-GAS	6/28/2012	7/13/2012	A. Leo Silvestrini	Att. DIV 12-18-GAS	
Division Set 12	Division 12-19-GAS	6/28/2012	7/13/2012	A. Leo Silvestrini		
Division Set 12	Division 12-20-GAS	6/28/2012	7/10/2012	A. Leo Silvestrini		
Division Set 12	Division 12-21-GAS	6/28/2012	7/10/2012	A. Leo Silvestrini		
Division Set 12	Division 12-22-GAS	6/28/2012	7/6/2012	A. Leo Silvestrini		
Division Set 12	Division 12-23-GAS	6/28/2012	7/6/2012	A. Leo Silvestrini	Att. DIV 12-23-1-GAS Att. DIV 12-23-2-GAS	
Division Set 12	Division 12-24-GAS	6/28/2012	7/13/2012	A. Leo Silvestrini	Att. DIV 12-24-1-GAS Att. DIV 12-24-2-GAS Att. DIV 12-24-3-GAS	
Division Set 12	Division 12-25-GAS	6/28/2012	7/13/2012	A. Leo Silvestrini		
Division Set 12	Division 12-26-GAS	6/28/2012	7/13/2012	A. Leo Silvestrini		
Division Set 12	Division 12-27-GAS	6/28/2012	7/13/2012	Ann E. Leary	Att. DIV 12-27-GAS	
Division Set 12	Division 12-28-GAS	6/28/2012	7/13/2012	Ann E. Leary	Att. DIV 12-28-GAS	
Division Set 12	Division 12-29-GAS	6/28/2012	7/10/2012	Ann E. Leary		
Division Set 12	Division 12-30-GAS	6/28/2012	7/10/2012	Ann E. Leary		

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DIVISION SET 13						
Division Set 13	Division 13-1-GAS	7/11/2012	7/23/2012	Paul M. Normand		
Division Set 13	Division 13-2-GAS	7/11/2012	7/24/2012	Paul M. Normand	Att. DIV 13-2-1-GAS Att. DIV 13-2-2-GAS Att. DIV 13-2-3-GAS Att. DIV 13-2-4-GAS Att. DIV 13-2-5-GAS Att. DIV 13-2-6-GAS Att. DIV 13-2-7-GAS	
Division Set 13	Division 13-3-GAS	7/11/2012	7/23/2012	Paul M. Normand		
Division Set 13	Division 13-4-GAS	7/11/2012	7/23/2012	Ann E. Leary	Att. DIV 13-4-GAS	
Division Set 13	Division 13-5-GAS	7/11/2012	7/23/2012	Paul M. Normand		
Division Set 13	Division 13-6-GAS	7/11/2012	7/23/2012	Ann E. Leary		
Division Set 13	Division 13-7-GAS	7/11/2012	7/23/2012	Ann E. Leary		
Division Set 13	Division 13-8-GAS	7/11/2012	7/16/2012	A. Leo Silvestrini		
Division Set 13	Division 13-9-GAS	7/11/2012	7/17/2012	A. Leo Silvestrini		
Division Set 13	Division 13-10-GAS	7/11/2012	7/17/2012	A. Leo Silvestrini		
Division Set 13	Division 13-11-GAS	7/11/2012	7/17/2012	A. Leo Silvestrini		
Division Set 13	Division 13-12-GAS	7/11/2012	7/17/2012	A. Leo Silvestrini		
Division Set 13	Division 13-13-GAS	7/11/2012	7/17/2012	A. Leo Silvestrini		
DIVISION SET 14						
Division Set 14	Division 14-1-GAS	7/11/2012	7/23/2012	Evelyn M. Kaye		
Division Set 14	Division 14-2-GAS	7/11/2012	7/23/2012	Evelyn M. Kaye		
Division Set 14	Division 14-3-GAS	7/11/2012	7/23/2012	Evelyn M. Kaye		
Division Set 14	Division 14-4-GAS	7/11/2012	7/23/2012	Evelyn M. Kaye		
Division Set 14	Division 14-5-GAS	7/11/2012				
Division Set 14	Division 14-6-GAS	7/11/2012	7/23/2012	Evelyn M. Kaye		
Division Set 14	Division 14-7-GAS	7/11/2012	7/23/2012	Evelyn M. Kaye		
Division Set 14	Division 14-8-GAS	7/11/2012	7/23/2012	Evelyn M. Kaye		
Division Set 14	Division 14-9-GAS	7/11/2012	7/23/2012	Evelyn M. Kaye		
Division Set 14	Division 14-10-GAS	7/11/2012	7/23/2012	Evelyn M. Kaye		
Division Set 14	Division 14-11-GAS	7/11/2012	7/23/2012	Evelyn M. Kaye		
Division Set 14	Division 14-12-GAS	7/11/2012				
Division Set 14	Division 14-13-GAS	7/11/2012				
DIVISION SET 15						
Division Set 15	Division 15-1-ELEC	7/17/2012				
Division Set 15	Division 15-2-ELEC	7/17/2012				
Division Set 15	Division 15-3-ELEC	7/17/2012	7/24/2012	Michael D. Laflamme		
Division Set 15	Division 15-4-ELEC	7/17/2012	7/24/2012	Michael D. Laflamme		
Division Set 15	Division 15-5-ELEC	7/17/2012	7/24/2012	Michael D. Laflamme		

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Division Set 15	Division 15-6-ELEC	7/17/2012	7/24/2012	Michael D. Laflamme		
Division Set 15	Division 15-7-ELEC	7/17/2012	7/24/2012	Michael D. Laflamme		
Division Set 15	Division 15-8-ELEC	7/17/2012	7/24/2012	Michael D. Laflamme		
Division Set 15	Division 15-9-ELEC	7/17/2012				
Division Set 15	Division 15-10-ELEC	7/17/2012				
Division Set 15	Division 15-11-ELEC	7/17/2012	7/24/2012	Michael D. Laflamme		
Division Set 15	Division 15-12-ELEC	7/17/2012				
Division Set 15	Division 15-13-ELEC	7/17/2012	7/24/2012	Michael D. Laflamme		
Division Set 15	Division 15-14-ELEC	7/17/2012				
Division Set 15	Division 15-15-ELEC	7/17/2012				
DIVISION SET 16						
Division Set 16	Division 16-1-GAS	7/17/2012				
Division Set 16	Division 16-2-GAS	7/17/2012				
Division Set 16	Division 16-3-GAS	7/17/2012				
Division Set 16	Division 16-4-GAS	7/17/2012				
Division Set 16	Division 16-5-GAS	7/17/2012	7/24/2012	A. Leo Silvestrini	Att. DIV 16-5-GAS	

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COMMISSION SET 1						
Commission Set 1	Commission 1-1-ELEC/GAS	5/24/2012	6/6/2012	Michael D. Laflamme		
Commission Set 1	Commission 1-2-ELEC/GAS	5/24/2012	6/7/2012	Maureen P. Heaphy		
Commission Set 1	Commission 1-3-ELEC/GAS	5/24/2012	6/7/2012	Michael D. Laflamme	Att. COMM 1-3-1-ELEC/GAS Att. COMM 1-3-2-ELEC/GAS	
Commission Set 1	Commission 1-4-ELEC/GAS	5/24/2012	6/7/2012	Timothy D. Horan		
Commission Set 1	Commission 1-5-ELEC/GAS	5/24/2012	6/6/2012	Maureen P. Heaphy		
Commission Set 1	Commission 1-6-ELEC	5/24/2012	6/7/2012	Stephen F. Doucette and Maureen P. Heaphy		
Commission Set 1	Commission 1-7-ELEC	5/24/2012	6/7/2012	Stephen F. Doucette and Maureen P. Heaphy		
Commission Set 1	Commission 1-8-ELEC	5/24/2012	6/6/2012	Stephen F. Doucette		
Commission Set 1	Commission 1-9-ELEC	5/24/2012	6/7/2012	Stephen F. Doucette and Maureen P. Heaphy		
Commission Set 1	Commission 1-10-ELEC	5/24/2012	6/6/2012	Stephen F. Doucette		
Commission Set 1	Commission 1-11-ELEC	5/24/2012	6/6/2012	Stephen F. Doucette		
Commission Set 1	Commission 1-12-ELEC	5/24/2012	6/6/2012	Stephen F. Doucette		
Commission Set 1	Commission 1-13-ELEC/GAS	5/24/2012	6/4/2012	Evelyn M. Kaye		
Commission Set 1	Commission 1-14-ELEC/GAS	5/24/2012	6/4/2012	Evelyn M. Kaye		
Commission Set 1	Commission 1-15-ELEC/GAS	5/24/2012	6/6/2012	Evelyn M. Kaye		
Commission Set 1	Commission 1-16-ELEC/GAS	5/24/2012	6/4/2012	Evelyn M. Kaye and Michael D. Laflamme		
Commission Set 1	Commission 1-17-ELEC/GAS	5/24/2012	6/4/2012	Evelyn M. Kaye		
Commission Set 1	Commission 1-18-ELEC/GAS	5/24/2012	6/4/2012	Evelyn M. Kaye		
Commission Set 1	Commission 1-19-ELEC/GAS	5/24/2012	6/4/2012	Evelyn M. Kaye	Att. COMM 1-19-ELEC/GAS	
Commission Set 1	Commission 1-20-ELEC	5/24/2012	6/6/2012	Michael R. Hrycin	Att. COMM 1-20-1-ELEC Att. COMM 1-20-2-ELEC	
Commission Set 1	Commission 1-21-ELEC	5/24/2012	6/6/2012	Michael R. Hrycin	Att. COMM 1-21-ELEC	
Commission Set 1	Commission 1-22-ELEC	5/24/2012	6/6/2012	Michael R. Hrycin	Att. COMM 1-22-ELEC	
Commission Set 1	Commission 1-23-ELEC	5/24/2012	6/7/2012	Michael R. Hrycin		
Commission Set 1	Commission 1-24-ELEC	5/24/2012	6/7/2012	Michael R. Hrycin		
Commission Set 1	Commission 1-25-ELEC	5/24/2012	6/6/2012	Michael R. Hrycin		
Commission Set 1	Commission 1-26-ELEC	5/24/2012	6/6/2012	Michael R. Hrycin		
Commission Set 1	Commission 1-27-GAS	5/24/2012	6/6/2012	Jeffrey P. Martin		
Commission Set 1	Commission 1-28-GAS	5/24/2012	6/6/2012	Jeffrey P. Martin		
Commission Set 1	Commission 1-29-ELEC	5/24/2012	6/4/2012	Alfred P. Morrissey		

DATA SET	DATA REQUEST	DATE ISSUED	DATE FILED	WITNESS	ATTACHMENT	CONFIDENTIAL ATTACHMENT
Commission Set 1	Commission 1-30-ELEC	5/24/2012	6/4/2012	Alfred P. Morrissey		
Commission Set 1	Commission 1-31-ELEC	5/24/2012	6/4/2012	Alfred P. Morrissey		
Commission Set 1	Commission 1-32-ELEC	5/24/2012	6/4/2012	Alfred P. Morrissey		
Commission Set 1	Commission 1-33-ELEC	5/24/2012	6/7/2012	Alfred P. Morrissey		
Commission Set 1	Commission 1-34-ELEC	5/24/2012	6/7/2012	Alfred P. Morrissey		
Commission Set 1	Commission 1-35-ELEC/GAS	5/24/2012	6/6/2012	Michael D. Laflamme		
Commission Set 1	Commission 1-36-ELEC/GAS	5/24/2012	6/7/2012	Michael D. Laflamme	Att. COMM 1-36-ELEC/GAS	
Commission Set 1	Commission 1-37-GAS	5/24/2012	6/7/2012	Michael D. Laflamme		
Commission Set 1	Commission 1-38-ELEC	5/24/2012	6/6/2012	Michael D. Laflamme		
Commission Set 1	Commission 1-39-ELEC/GAS	5/24/2012	6/7/2012	Michael D. Laflamme		
Commission Set 1	Commission 1-40-ELEC/GAS	5/24/2012	6/7/2012	Ann E. Leary & Jeanne Lloyd	Att. COMM 1-40-ELEC/GAS	
Commission Set 1	Commission 1-41-ELEC/GAS	5/24/2012	6/6/2012	Robert B. Hevert		
Commission Set 1	Commission 1-42-ELEC/GAS	5/24/2012	6/6/2012	Michael D. Laflamme		
Commission Set 1	Commission 1-43-ELEC/GAS	5/24/2012	6/6/2012	Michael D. Laflamme		
Commission Set 1	Commission 1-44-ELEC/GAS	5/24/2012	6/7/2012	Maureen P. Heaphy	Att. COMM 1-44-ELEC/GAS	
Commission Set 1	Commission 1-45-ELEC/GAS	5/24/2012	6/6/2012	Stephen F. Doucette		
Commission Set 1	Commission 1-46-GAS	5/24/2012	6/7/2012	Ann E. Leary		
COMMISSION SET 2						
Commission Set 2	Commission 2-1-ELEC/GAS	7/10/2012				
Commission Set 2	Commission 2-2-ELEC/GAS	7/10/2012	7/19/2012	Maureen P. Heaphy		
Commission Set 2	Commission 2-3-ELEC/GAS	7/10/2012	7/23/2012	Maureen P. Heaphy		
Commission Set 2	Commission 2-4-ELEC/GAS	7/10/2012	7/23/2012	Maureen P. Heaphy		
Commission Set 2	Commission 2-5-ELEC/GAS	7/10/2012	7/19/2012	Maureen P. Heaphy		
Commission Set 2	Commission 2-6-ELEC/GAS	7/10/2012	7/24/2012	Maureen P. Heaphy		
Commission Set 2	Commission 2-7-ELEC/GAS	7/10/2012	7/19/2012	Maureen P. Heaphy		
Commission Set 2	Commission 2-8-ELEC/GAS	7/10/2012				
Commission Set 2	Commission 2-9-ELEC/GAS	7/10/2012	7/20/2012	Maureen P. Heaphy		
Commission Set 2	Commission 2-10-ELEC/GAS	7/10/2012	7/24/2012	Maureen P. Heaphy		
Commission Set 2	Commission 2-11-ELEC/GAS	7/10/2012	7/19/2012	Maureen P. Heaphy		
Commission Set 2	Commission 2-12-ELEC/GAS	7/10/2012	7/19/2012	Maureen P. Heaphy		
Commission Set 2	Commission 2-13-ELEC/GAS	7/10/2012	7/20/2012	Maureen P. Heaphy		

DATA SET	DATA REQUEST	DATE ISSUED	DATE FILED	WITNESS	ATTACHMENT	CONFIDENTIAL ATTACHMENT
Commission Set 2	Commission 2-14-ELEC/GAS	7/10/2012	7/24/2012	Michael D. Laflamme		
Commission Set 2	Commission 2-15-ELEC/GAS	7/10/2012				
Commission Set 2	Commission 2-16-ELEC/GAS	7/10/2012				
Commission Set 2	Commission 2-17-ELEC/GAS	7/10/2012	7/18/2012	Robert B. Hevert		
Commission Set 2	Commission 2-18-ELEC/GAS	7/10/2012	7/18/2012	Michael D. Laflamme		
Commission Set 2	Commission 2-19-ELEC	7/10/2012	7/16/2012	Michael D. Laflamme		
Commission Set 2	Commission 2-20-GAS	7/10/2012	7/19/2012	Michael D. Laflamme		
Commission Set 2	Commission 2-21-ELEC/GAS	7/10/2012	7/16/2012	Michael D. Laflamme		
Commission Set 2	Commission 2-22-ELEC/GAS	7/10/2012				
Commission Set 2	Commission 2-23-ELEC/GAS	7/10/2012				
Commission Set 2	Commission 2-24-GAS	7/10/2012	7/23/2012	Ann E. Leary		
Commission Set 2	Commission 2-25-ELEC/GAS	7/10/2012	7/23/2012	Evelyn M. Kaye	Att. COMM 2-25-1-ELEC/GAS Att. COMM 2-25-2-ELEC/GAS	
Commission Set 2	Commission 2-26-ELEC/GAS	7/10/2012	7/23/2012	Evelyn M. Kaye		
Commission Set 2	Commission 2-27-GAS	7/10/2012	7/16/2012	Evelyn M. Kaye		
Commission Set 2	Commission 2-28-ELEC/GAS	7/10/2012	7/16/2012	Evelyn M. Kaye		
Commission Set 2	Commission 2-29-ELEC/GAS	7/10/2012	7/16/2012	Evelyn M. Kaye		
Commission Set 2	Commission 2-30-ELEC/GAS	7/10/2012	7/16/2012	Evelyn M. Kaye		
Commission Set 2	Commission 2-31-ELEC	7/10/2012				
Commission Set 2	Commission 2-32-GAS	7/10/2012	7/23/2012	Evelyn M. Kaye		
Commission Set 2	Commission 2-33-ELEC	7/10/2012	7/20/2012	Michael R. Hrycin		
Commission Set 2	Commission 2-34-ELEC	7/10/2012	7/20/2012	Michael R. Hrycin		
Commission Set 2	Commission 2-35-ELEC	7/10/2012				
Commission Set 2	Commission 2-36-GAS	7/10/2012	7/24/2012	Jeffrey P. Martin		
Commission Set 2	Commission 2-37-ELEC/GAS	7/10/2012	7/19/2012	Jeffrey P. Martin		
Commission Set 2	Commission 2-38-ELEC	7/10/2012	7/16/2012	Michael D. Laflamme		
Commission Set 2	Commission 2-39-GAS	7/10/2012	7/16/2012	A. Leo Silvestrini		
Commission Set 2	Commission 2-40-ELEC/GAS	7/10/2012	7/17/2012	Michael D. Laflamme		
Commission Set 2	Commission 2-41-ELEC	7/10/2012	7/17/2012	Michael D. Laflamme		
Commission Set 2	Commission 2-42-ELEC/GAS	7/10/2012	7/16/2012	Michael D. Laflamme		
Commission Set 2	Commission 2-43-ELEC/GAS	7/10/2012	7/24/2012	Maureen P. Heaphy & Michael D. Laflamme	Att. COMM 2-43-ELEC/GAS	

DATA SET	DATA REQUEST	DATE ISSUED	DATE FILED	WITNESS	ATTACHMENT	CONFIDENTIAL ATTACHMENT
Commission Set 2	Commission 2-44-ELEC/GAS	7/10/2012	7/16/2012	Michael D. Laflamme		
Commission Set 2	Commission 2-45-ELEC	7/10/2012	7/20/2012	Michael D. Laflamme	Att. COMM 2-45-ELEC	
Commission Set 2	Commission 2-46-ELEC	7/10/2012	7/16/2012	Michael D. Laflamme		
Commission Set 2	Commission 2-47-ELEC	7/10/2012	7/20/2012	Michael D. Laflamme		
Commission Set 2	Commission 2-48-ELEC	7/10/2012				
Commission Set 2	Commission 2-49-ELEC/GAS	7/10/2012	7/18/2012	Michael D. Laflamme	Att. DIV 2-49-ELEC/GAS	

Division 13-2-GAS

Request:

Re: The Company's response to Division 4-2-Gas, please:

- a. Document and explain the manner in which non-firm transportation service is priced in each of the other jurisdictions in which National Grid provides gas service;
- b. Provide the summary pages of National Grid's most recent embedded class cost of service study in each other jurisdiction in which it provides gas service;
- c. Provide the basis for the Company's assertion that "an embedded study is only related to firm service";
- d. Provide all studies and surveys available to the Company which assess the extent to which other gas utilities in the U.S. used embedded cost of service studies to price non-firm gas service.

Response:

a. New York

There are three National Grid gas companies in New York: Niagara Mohawk Power Corporation ("NMPC"), KeySpan Gas East Corporation ("KEDLI") and The Brooklyn Union Gas Company ("BUG").

NMPC's interruptible transportation service, SC-6, is a value-of-service rate based on several factors including the alternate fuel type. SC-6 has an annual rate cap based on the large general firm service rate, SC-8. Annual lock-in rates are available under this service classification. (NMPC has a grandfathered sales service, SC-4; however, there are currently no customers in this sales class and NMPC is seeking the removal of this class.)

NMPC, KEDLI and BUG all offer non-core transportation service for electric generation. These transportation service rates – NMPC's SC-14, KEDLI's SC-14 and BUG's SC-20 – are based on 30-day interruptible service. These rates include a contribution to fixed costs, unitized long run margin costs and a Value Added Charge based on the spread between electric and gas prices. Rates for different service levels are negotiable.

KEDLI offers interruptible sales and transportation service, SC-7, and temperature controlled sales and transportation service, SC 13. BUG offers interruptible sales service,

Division 13-2-GAS, page 2

SC-5, temperature controlled sales service, SC-6, and interruptible and temperature controlled transportation service, SC-18. The interruptible and temperature controlled sales services are market based with annual rate caps based on commercial heating rates. Transportation rates are set based on the respective sales rate less the respective cost of gas. In addition, KEDLI and BUG may negotiate rates with large customers under some of these service classifications

The tariffs for all the foregoing services are provided in Attachment DIV 13-2-1-GAS through Attachment DIV 13-2-3-GAS.

Massachusetts

There are two National Grid gas companies in Massachusetts: Boston Gas ("Boston") and Colonial Gas ("Colonial"). Both Massachusetts companies provide non-firm transportation service under individually negotiated contracts with each customer based on value of service pricing as directed in D.P.U. 93-141-A. Specifically, in D.P.U. 93-141-A, the Department of Public Utilities stated:

"Based on the foregoing, the Department concludes that IT [Interruptible Transportation] service remains an opportunity-driven transaction, and that it is inappropriate to price IT service under cost-based principles. Accordingly, the Department finds that IT service shall continue to be priced, for the present, using VOS [Value of Service] principles.... IT service shall continue to be priced on a VOS basis, with the following modifications. Interruptible transportation pricing shall not be linked to current IS [Interruptible Sales] pricing and shall recognize that customer alternatives are not limited to fuel oil. While the Department finds that no ceiling price for IT is necessary, a minimum floor price shall be established, representing the individual LDC's [Local Distribution Company's] marginal variable cost of providing IT service. The Department further finds that no minimum-take commitment is necessary or appropriate for IT service. All LDCs are hereby directed to file standard-offer IT contracts"

Please note- although the Order references a floor price based upon marginal variable cost, the actual floor price is based on marginal fixed cost.

The tariffs for non-firm service for both companies are provided in Attachment DIV 13-2-4-GAS.

Division 13-2-GAS, page 3

- b. The summary pages of National Grid's most recent embedded class cost of service study for each jurisdiction in which it provides gas service is provided in Attachment DIV 13-2-5-GAS for BUG, KEDLI, and NMPC; Attachment DIV 13-2-6-GAS for Boston; and Attachment DIV 13-2-7-GAS for Colonial.
- c. Please see the Company's response to Division 13-1-GAS.
- d. The Company is not aware of, nor does it possess, any studies or surveys that assess the extent to which other gas utilities in the U.S. use embedded cost of service studies to price non-firm gas service.

PSC NO: 12 GAS LEAF: 174
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)

SERVICE CLASSIFICATION NO. 5A

ON-SYSTEM LARGE VOLUME SALES SERVICES

Customer Eligibility

Available to on-system customers whose anticipated normal daily use is in excess of 200 dth. An on-system customer is a customer that consumes gas at facilities located in the Company's service territory. To obtain service under this service classification, the customer must enter into a service agreement with the Company, the form of which appears on Leaf Nos. 188 to 191. Prior to the initiation of service, the customer shall elect to take either standard offer price interruptible service under Rate Schedule 1 of this service classification or individually negotiated service under Rate Schedule 2 of this service classification. Customers choosing service under Rate Schedule 2 may contract for firm or interruptible service. Customers contracting for interruptible service must have complete standby fuel and equipment available for use in the event of a service interruption, unless this requirement is waived by the Company.

Also available to the owner or operator of a natural gas compression facility ("CNG facility") located within the Company's service territory provided that the gas transported is (i) compressed at the CNG facility and injected into motor vehicle fuel tanks to be consumed as a motor fuel, and/or (ii) used at the CNG facility as compressor fuel. Such service may be firm, interruptible, or off-peak firm, as negotiated by the Customer and the Company under Rate Schedule 2. Such customers are not subject to the 200 dth restriction otherwise required.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 175
REVISION: 12
SUPERSEDING REVISION: 11

SERVICE CLASSIFICATION No. 5A - Continued

Character of Service

For service to a delivery point within the Company's service territory, the Company will provide gas to the Customer that contains not less than 975 Btu, on a dry basis, per cubic foot at a pressure of not less than four inches of water column gauge, as measured at the Customer's end of the service line. For service to a delivery point outside the Company's service territory under Rate Schedule 2, the Company will provide gas of a quality and at a pressure and heat value content conforming to either the Company's specifications or the specifications of the Company's pipeline transporter.

Service under this service classification is interruptible. In the event that the Company calls on peaking assets to supplement supply to meet high demand or for isolated distribution system reliability reasons in excess of four hours (other than for LNG plant idling or cooling or for system testing), or if the Company, at its sole discretion, determines that it is warranted to protect the reliability and safety of the system for firm Customers, the Company will interrupt service to Customers on this service classification. The Company will endeavor to provide notification (within two hours) of a scheduled interruption. Upon receipt of such notice, the Customer shall curtail or discontinue use of gas as instructed by the Company (see Special Provisions).

Rate Schedule 1:

Not less than two business days prior to the date on which the statement is proposed to be effective, the Company will file with the Public Service Commission a rate for Customers taking standard offer price service under this service classification. The Company will, at its sole discretion, set the rate per therm at a level which is no less than the Company's Incremental Cost of Gas (Interruptible Floor Price) plus the Incremental State Assessment Surcharge applicable to SC 5A. The Interruptible Floor Price shall be updated as necessary within the Effective Month, to account for any higher price gas supplies that are actually dispatched to serve the Service Classification No. 5A. In addition, an annual price cap will apply in compliance with the Commission's orders in Case 06-G-1185 and Case 09-M-0311. The annual price cap calculation will compare, as a class, actual S.C. 5A revenues versus what those revenues would have been under Service Classification No. 2 – General – Heating plus the Incremental State Assessment Surcharge applicable to SC 5A. If during any month the Interruptible Floor Price is higher than the published Monthly Cost of Gas for S.C. 2-2, an adjustment to the annual price cap is permissible.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 01/01/08
STAMPS: Issued in compliance with order in Case 06-G-1185 dated December 21, 2007

LEAF: 175.1
REVISION: 3
SUPERSEDING REVISION: 1

SERVICE CLASSIFICATION No. 5A - Continued

Reserved for Future Use

PSC NO: 12 GAS LEAF: 176
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)

SERVICE CLASSIFICATION NO. 5A - Continued

Rate Schedule 2:

The rate for service under this service classification will be set forth in the service agreement negotiated between the Company and the customer and filed with the Public Service Commission. Negotiated contracts at similar overall terms shall be available to all similarly situated customers. The minimum rate charged must be sufficient to recover all incremental costs incurred to serve the customer and provide a reasonable contribution to fixed costs. Deliveries under this Rate Schedule may be made at either the meter of the customer's facilities in the service territory or at a delivery point outside the Company's service territory, as agreed to by the Company and customer (see Special Provision B). Depending upon the character of service provided, the rate shall include one or more of the following components:

A. Minimum Commodity Charge:

All customers receiving firm service will be required to pay a minimum commodity charge commensurate with the level of service provided and guaranteed by the Company. Customers receiving interruptible service also may be required to pay a minimum commodity charge commensurate with the level of service provided by the Company. The minimum commodity charge, minimum quantity of consumption associated with the minimum commodity charge, and the level of service guaranteed, if any, will be specified in the customer's service agreement. Minimum commodity charges will be computed to recover, in addition to gas costs associated with the minimum quantity, all or a portion of the Company's carrying costs associated with incremental facilities, gas costs and other expenses required to provide service to the customer, and a contribution to fixed costs. Such incremental costs may include, but are not limited to, producer demand or reservation charges, pipeline transmission costs, storage costs, and carrying costs associated with incremental local distribution facilities. In determining the cost of incremental facilities related to serving customers under this service classification, the Company will consider costs incurred to install new facilities, costs related to upgrading existing facilities and future costs that are expected to be incurred due to the customer's absorption of existing system capacity.

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

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 177
REVISION: 8
SUPERSEDING REVISION: 7

SERVICE CLASSIFICATION No. 5A - Continued

B. Commodity Charge:

All Customers will be required to pay a unit commodity charge per therm of gas consumed, reflecting the cost of gas and, if applicable, system losses. The commodity charge also may include recovery of the carrying costs associated with incremental facilities, non-gas incremental expenses and a contribution to fixed costs, to the extent each is not fully recovered in the minimum commodity charge.

C. Commodity Charge Adjustments:

Contracts of longer than thirty days may contain appropriate provisions to increase or decrease the commodity charge to reflect economic conditions during the term of the Customer's service agreement.

D. Unauthorized Use Charge:

Beginning two hours after a Company-initiated interruption and continuing for the duration of the interruption period, any gas consumed by a Customer in excess of two therms per hour without the express written authorization of the Company will be subject to an additional per therm charge of either (i) two times the sum of the Market Price for natural gas delivered to the Company's city gate on the day of violation plus the transportation rate the Customer would be subject to if it were a transportation Customer, or (ii) nine times the applicable sales rate, whichever is higher. All charges are subject to all utility taxes and surcharges. *Market Price* is defined as the highest city gate delivered price of natural gas at Transco Zone 6 NY, Texas Eastern M3 or Iroquois Zone 2 on the days of interruption, as quoted by Platts' "Gas Daily" report. In the event of consumption of gas during such periods the Company will have the right to estimate the amount of such consumption for the purpose of imposing the additional charge. Such estimate may be based upon the average daily consumption during periods of authorized consumption or upon any other reasonable method including, but not limited to, the use of telemetering equipment.

Where a condition is experienced by the Customer that prevents the required switch over from gas, the Customer agrees to immediately notify the Company and to take immediate action to correct such condition, and to notify the Company when such condition has been corrected.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 12/01/11
STAMPS: Issued in compliance with order in Case 11-G-0411 dated November 18, 2011

LEAF: 178
REVISION: 3
SUPERSEDING REVISION: 1

SERVICE CLASSIFICATION No. 5A - Continued

Revenue Tax Surcharge:

For service to a delivery point within the Company's service territory, the rates and charges under this service classification, payable in the municipality where service is supplied, will be increased by a percentage equal in amount to the aggregate percentage rate of taxes imposed on the Company's revenues, pursuant to the provisions contained on General Information Leaf No. 90. For service to a delivery point outside the Company's service territory, the rates and charges will be increased by a percentage equal in amount to the aggregate percentage rate of taxes imposed on the Company's revenues in the municipality where service is supplied. The aggregate percentage rate will be described in the Customer's service agreement.

Heating Value Adjustment:

Volumes of gas registered at the Customer's meter in Ccf, will be converted to therms as explained on General Information Leaf No. 38. Volumes of gas delivered to a point outside of the Company's service territory will be converted to therms based on the procedures of the Company's pipeline transporter.

Term:

The term of service under this service classification will be specified in the Customer's service agreement, but will not be less than thirty days.

PSC NO: 12 GAS

LEAF: 179

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 3

INITIAL EFFECTIVE DATE: 12/01/11

SUPERSEDING REVISION: 1

STAMPS: Issued in compliance with order in Case 11-G-0411 dated November 18, 2011

SERVICE CLASSIFICATION No. 5A - Continued

Special Provisions:

A. Level of Service:

For Customers taking service under this Rate Schedule 2, the degree of interruption will be specified in the Customer's service agreement.

B. Responsibility for Transportation:

Customers taking service under Rate Schedule 2 of this service classification having service agreements specifying a delivery point that is not at the meter of the Customer's facilities located in the service territory will be responsible for securing (1) interstate pipeline transportation to transport the gas from the delivery point to the Company's facilities, if necessary, and (2) local transportation service from the Company under Service Classification No. 18 to transport the gas from a point of receipt at the Company's facilities to the Customer's facilities located in the service territory.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 180.1
REVISION: 8
SUPERSEDING REVISION: 7

SERVICE CLASSIFICATION No. 5A - Continued

2. Non-Compliance Charges for Equipment Failure and/or Inadequate Fuel on Hand:

Whenever the Company becomes aware that the Customer's equipment is incapable of switching to an alternate fuel and/or that the Customer does not have a reasonable amount of fuel on hand considering the time in the heating season, the Company will notify the Customer within forty-eight (48) hours that the violation must be corrected within ten (10) calendar days. It will be the responsibility of the Customer to contact the Company and provide proof that the violation has been corrected. Any such violation will not trigger penalties if the Customer has previously stipulated in writing that the Customer is willing and able to shut down during periods of interruption

Customers that receive notice from the Company regarding inadequate standby fuel and/or equipment failure that fail to supply the Company with proof that the violation has been corrected will be subject to a non-compliance per therm charge equal to the greater of 130% of the No. 2 oil gas equivalent price (as published in the Journal of Commerce NY barge consumer No. 2 oil) or 130% of their otherwise applicable variable sales rate. For Customers taking Interruptible Transportation service, the non-compliance charges will be 130% of the applicable month's posted Interruptible Transportation Rate, SC 18-IT. Such non-compliance charge, which will be subject to all applicable utility taxes and surcharges, will be in lieu of the otherwise applicable variable rate and will be effective for the billing period during which non-compliance becomes known, and for any subsequent periods until the Customer provides the Company with satisfactory proof that the violation has been corrected. Customers subject to this higher variable rate continue to be subject to all terms and conditions of this Service Classification. If a Customer's action during a specific interruption results in both non-compliance and Unauthorized Use charges being warranted, only the Unauthorized Use charges will be billed.

E. Charge for Late Payment:

A late payment charge at the rate of one and one half percent (1 1/2%) per month will be applied to the accounts of all Customers, except state agencies, taking service under this service classification. The charge will be applied to all amounts billed, including arrears, unpaid late payment charge amounts applied to previous bills, and penalties, which are not received by the Company on or before the date specified on the Customer's bill. The date so specified shall be not less than twenty-eight days after the date the bill was mailed to the Customer. Service to state agencies will be rendered in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984, effective July 1, 1984). Notwithstanding the foregoing, the Company reserves the right to discontinue service and/or to take any other action permitted by law with respect to any Customer who fails to make full and timely payment of all amounts due the Company, including amounts due for late payment charges and penalties imposed hereunder.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 181
REVISION: 9
SUPERSEDING REVISION: 8

SERVICE CLASSIFICATION No. 5A - Continued

F. Contract Addenda:

Summaries of individually negotiated service agreements with Customers taking service under Rate Schedule 2 of this service classification will be available as contract addenda to this service classification.

G. Annual System-Wide Test:

The Company will conduct an annual system-wide test of Customers' compliance under this Service Classification.

H. Customer Failure

Each time the Company becomes aware that a Customer has failed to interrupt gas service when it was notified to do so, except for the permitted two therms per hour, will be considered a separate violation of the requirements of this Service Classification. The Customer will be notified of each violation. For any two violations during a winter period (November through March), including any violation during the annual system-wide test the Customer will be notified that it has violated the requirements of the tariff and the following will apply:

For sales Customers, effective as soon as practicable but no later than the second billing period following notice of the second violation, and for transportation Customers, effective as soon as practicable following the notice, such Customers will be transferred to the equivalent firm service classification unless (i) the Company has been notified in writing that the Customer has chosen to terminate gas service or (ii) the Customer has been notified that the Company has determined in its sole discretion that it can not provide firm service to the Customer, and service will be terminated in thirty (30) days. Such Customers transferred to firm service are required to remain on firm service for the remainder of that winter season and through the end of the next winter season. Such Customers who have either elected to terminate service pursuant to (i) above, or whose service has been terminated pursuant to (ii) above, may not return to service under this Rate Schedule for the remainder of that winter season and through the end of the next winter season. After that time, a Customer becomes eligible to re-apply for any non-firm service.

There is an amnesty clause available to Customers that experience an equipment failure. Should a Customer fail to switch to its alternate fuel when it is notified to do so because of equipment failure, the Customer must notify the Company within one hour of the failure, and provide proof within two days that the equipment has been repaired and is operable. If a Customer can demonstrate that it was unable to obtain and install the necessary equipment within two days, the Customer will have five more days to remedy the situation. The Customer will provide proof that it has installed the necessary equipment and that it is operable. If a Customer meets these criteria, amnesty for the violation will apply. If the Customer cannot obtain and/or install the necessary equipment within seven days, the equipment failure will be considered a violation. Only one grant of amnesty for an equipment violation will be allowed per winter season. Such grant of amnesty does not exempt the Customer from having to pay any applicable charges, including Unauthorized Use Charges or non-compliance Charges.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 12/01/11
STAMPS: Issued in compliance with order in Case 11-G-0411 dated November 18, 2011

LEAF: 181.1
REVISION: 0
SUPERSEDING REVISION:

SERVICE CLASSIFICATION No. 5A - Continued

Termination:

Notwithstanding any other provisions or requirements of this Service Classification, if a Customer fails to maintain its dual-fuel equipment or associated control devices in proper working order, or interferes in any manner with Company-owned equipment, or interferes with or hinders in any manner the Company's rights of access, metering and inspection, or otherwise violates any provision of this Service Classification, the Company will have the absolute right to terminate the gas service provided for hereunder. Any Customer terminated for non-compliance with this Service Classification will not be permitted to return to this Rate Schedule until the end of the following winter season.

PSC NO: 12 GAS

LEAF: 197

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 12

INITIAL EFFECTIVE DATE: 09/02/10

SUPERSEDING REVISION: 11

STAMPS:

SERVICE CLASSIFICATION No. 6C - Continued

Rate Schedule 1:

Customers whose annual weather normalized usage is less than 10,000 dth

A monthly minimum charge of \$189.76 for the first 10 therms consumed will be applied to each customer under this rate schedule. Not less than two business days prior to the date on which the statement is proposed to be effective, the Company will file with the Public Service Commission a unit commodity rate per therm applicable to all sales exceeding the minimum consumption of 10 therms per month. The Company will, at its sole discretion, set the rate per therm at a level that is no less than the Temperature Controlled Incremental Cost of Gas (TC Floor Price) plus the Incremental State Assessment Surcharge applicable to SC 6. In addition, an annual price cap will apply in compliance with the Commission's Orders in Cases 06-M-0878, 06-G-1185 and 09-M-0311. The annual price cap calculation will compare, the aggregate temperature controlled class, actual S.C. 6C, 6G and 6M revenues versus what those revenues would have been under Service Classification No. 2 – General – Heating plus the Incremental State Assessment Surcharge applicable to SC 6. If during any month the TC Floor Price is higher than the published Monthly Cost of Gas for S.C. 2-2, an adjustment to the annual price cap is permissible.

PSC NO: 12 GAS

LEAF: 198

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 12

INITIAL EFFECTIVE DATE: 09/02/10

SUPERSEDING REVISION: 11

STAMPS:

SERVICE CLASSIFICATION No. 6C - Continued

Rate Schedule 2:

Customers whose annual weather normalized usage is equal to or greater than 10,000 dth

A monthly minimum charge of \$294.71 for the first 10 therms consumed will be applied to each customer under this rate schedule. Not less than two business days prior to the date on which the statement is proposed to be effective, the Company will file with the Public Service Commission a unit commodity rate per therm applicable to all sales exceeding the minimum consumption of 10 therms per month. The Company will, at its sole discretion, set the rate per therm at a level that is no less than the Temperature Controlled Incremental Cost of Gas (TC Floor Price) plus the Incremental State Assessment Surcharge applicable to SC 6. In addition, an annual price cap will apply in compliance with the Commission's Orders in Cases 06-M-0878, 06-G-1185 and 09-M-0311. The annual price cap calculation will compare, the aggregate temperature controlled class, actual S.C. 6C, 6G and 6M revenues versus what those revenues would have been under Service Classification No. 2 – General – Heating plus the Incremental State Assessment Surcharge applicable to SC 6. If during any month the TC Floor Price is higher than the published Monthly Cost of Gas for S.C. 2-2, an adjustment to the annual price cap is permissible.

PSC NO: 12 GAS LEAF: 199
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 4
INITIAL EFFECTIVE DATE: 05/06/08 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with order in Case 06-G-1185 dated December 21,
2007

SERVICE CLASSIFICATION No. 6C - Continued

Rate Schedule 3:

Bulk Purchasers - available to any customer whose current purchasing power is greater than 450,000 dth annually (weather normalized) and who seeks to enter into an individually negotiated contract with the Company.

Service under this category will be available to any customer or cooperative that demonstrates, to the Company's satisfaction, that it has fuel purchasing alternatives entitling it to a separately negotiated rate and that it (directly or indirectly) has a controlling ownership interest in one or more buildings within the Company's service territory with a combined annual weather normalized usage of natural gas that is at least 450,000 dth. The rate for and other terms and conditions of service to customers qualifying under this rate schedule will be set forth in a service agreement negotiated between the Company and the customer, which will be filed with the Commission. Negotiated service agreements at similar overall terms shall be available to all similarly situated customers. The minimum rate charged must be sufficient to recover all costs incurred to serve the customer including a reasonable contribution to fixed costs. The rate shall include the following components:

- A. Minimum Monthly Charge:
All customers will be required to pay a minimum monthly charge. The minimum monthly charge and the minimum quantity of consumption associated with the minimum monthly charge will be specified in the customer's service agreement.
- B. Commodity Charge:
All customers will be required to pay a unit commodity rate per therm of gas consumed.

Summaries of contract information will be available in Contract Addenda contained in this Tariff.

PSC NO: 12 GAS LEAF: 200
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)

SERVICE CLASSIFICATION No. 6C - Continued

Minimum Monthly Charge:

Rate Schedule 1

\$189.76 plus the Revenue Tax Surcharge.

Rate Schedule 2

\$294.71 plus the Revenue Tax Surcharge.

Rate Schedule 3

The minimum monthly charge will be set forth in the individually negotiated contract and shall be subject to the Revenue Tax Surcharge.

Revenue Tax Surcharge:

The rates and charges under this service classification, payable in the municipality where service is supplied, will be increased by a percentage equal in amount to the aggregate percentage rate of taxes imposed on the Company's revenues, pursuant to the provisions contained on General Information Leaf No. 90.

Heating Value Adjustment:

Volumes of gas registered at the customer's meter, in Ccf, will be converted to therms, as explained on General Information Leaf No. 38.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 201
REVISION: 6
SUPERSEDING REVISION: 5

SERVICE CLASSIFICATION No. 6C - Continued

Term:

Unless otherwise reflected in an individually negotiated service agreement under Rate Schedule 3, or as otherwise provided in this Rate Schedule, service under this Service Classification will be for a period of one year from the date of commencement of service and thereafter until terminated by either party. The service agreement is terminable by either party after one year from the commencement of service on six months written notice to the other or terminable in the manner provided by law and the rules and regulations set forth in the Company's Rate Schedule, on file with the Public Service Commission.

Special Provisions:

General:

- a. Unless otherwise expressly authorized by the Company in writing, the "alternate fuel" hereunder will be No. 2 fuel oil.
- b. The "Local Outside Temperature" for the purposes of a local switchover will be the temperature as measured outside of the Customer's premises.
- c. The "Central Park Temperature" for the purposes of a Company-initiated interruption will be the temperature measured at the Central Park Observatory.
- d. The "Designated Temperature(s)" will be the temperatures set annually prior to the winter season by the Company. The Company reserves the right to adjust this temperature setting, based on system needs, with a minimum forty-eight (48) hours notice to Customers. There will be a "Designated Interruption Temperature" when a Customer's equipment will be switched over to an alternate fuel and a "Designated Resumption Temperature" when the Customer's equipment may be switched back to natural gas. There may be different Designated Temperatures for Customers with fully automatic controls and Customers with semi-automatic controls.
- e. The Company reserves the right to install and operate such local and remote telemetering/control switching devices as may be necessary to allow for the immediate switchover between gas service and alternate fuel usage, as provided for under this Service Classification.

Issued by: Kenneth D. Daly, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 202
REVISION: 7
SUPERSEDING REVISION: 6

SERVICE CLASSIFICATION No. 6C - Continued

Special Provisions – General (continued)

- f. The following Riders may be applied to this Service Classification:
Rider C - Area Development Rate
Rider D - Business Incentive Rate
- g. If at midday Central Park Temperatures are forecast by the National Weather Service for the following day to be equal to or below the Designated Interruption Temperature, the Company will endeavor to provide notification to Customers.
- h. In the event that the Company calls on peaking assets to supplement supply to meet high demand or for isolated distribution system reliability reasons in excess of four hours (other than for LNG plant idling or cooling or for system testing), or if the Company, at its sole discretion, determines that it is warranted to protect the reliability and safety of the system for firm Customers, the Company will interrupt service to Customers on this service classification. The Company will endeavor to provide notification (within two hours) of a scheduled interruption. Upon receipt of such notice, the Customer shall curtail or discontinue use of gas as instructed by the Company (see Special Provisions).

Company Responsibility:

- a. Gas Service will be supplied under this Service Classification only when and to the extent that the Company has capacity available at the time of application sufficient for the service requested and the Company, after supplying Customers taking continuous service will have sufficient gas and capacity available to supply the applicant.
- b. The Company reserves the right to accept only such applications under this Service Classification as will, in the Company's sole judgment, permit it to dispose of the gas it has available for sale without requiring an unreasonable or uneconomic extension of facilities.
- c. Control devices, whether automatic or semi-automatic, will be set at the Designated Temperatures. The Company will notify Customers of the current Designated Temperatures prior to the start of each winter.
- d. The Company will be responsible for the maintenance of Company-owned equipment. This equipment is identified as the meter, the remote switchover and meter reading equipment, and all associated wiring and relays associated with that equipment.

Issued by: Kenneth D. Daly, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 202.1
REVISION: 7
SUPERSEDING REVISION: 6

SERVICE CLASSIFICATION No. 6C - Continued

Special Provisions – (continued)

Customer Responsibility:

- a. It is understood and agreed that as a condition of service hereunder Customers are required to transfer their fuel supply from gas to an alternate fuel source when the Local Outside Temperature reaches the Designated Interruption Temperature or there is a Company-initiated interruption, whichever occurs first.
- b. Unless otherwise expressly authorized by the Company in writing, a supply of alternate fuel sufficient to meet the Customer's fuel consumption needs for a period of ten (10) days is the minimum required standby alternate fuel supply at the beginning of the heating season.
- c. Customer will at all times maintain dual-fuel equipment and a sufficient standby alternate fuel supply throughout the heating season in the event that transfer off of natural gas is required pursuant to this Service Classification.
- d. Such dual-fuel equipment and all associated control devices, the installation and the subsequent operation thereof will be subject to the Company's inspection and requirements.
- e. Customer agrees to be solely responsible for the service, maintenance, repair and upkeep of all Customer-owned equipment, including dual-fuel equipment and all associated control devices. The Customer will not be responsible to maintain or repair Company-owned equipment. In maintaining or repairing its own equipment, however, Customer will be responsible to avoid damage to or disconnection of Company-owned equipment and to notify Company immediately of any such event. Customers with semi-automatic equipment are responsible for maintaining an alarm notifying them that the Designated Interruption Temperature has been reached and that a switchover to an alternate fuel is necessary. The Company assumes no responsibility for the adequacy of standby facilities and will not be liable for any loss, damage or expense, direct or indirect that may be incurred by the Customer or others in connection with or as a result of any curtailment or discontinuance of gas service pursuant to this Rate Schedule.
- f. The Customer agrees to permit access by the Company's employees or representatives at any time to the Customer's premises for the purposes of (i) inspection and testing all dual-fuel equipment and associated control devices, (ii) the measurement and verification of dual-fuel consumption and (iii) any necessary maintenance or repair of Company-owned equipment.

Issued by: Kenneth D. Daly, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 203
REVISION: 4
SUPERSEDING REVISION: 3

SERVICE CLASSIFICATION No. 6C - Continued

Special Provisions – Customer Responsibility (continued)

- g. The Customer agrees that the Company may measure fuel consumption in any reasonable manner, including but not limited to automatic recording devices ("telemetering").
- h. If any control device fails to switch over to the alternate fuel when the Local Outside Temperature or the Central Park Temperature, whichever is first to do so, reaches the Designated Interruption Temperature, the Customer will immediately switch manually from the use of gas to the alternate fuel. No malfunction or failure of any control equipment or devices will excuse Customer from complying with this or any of its obligations under this Rate Schedule.
- i. Regardless of whether the Designated Interruption Temperature has been reached in any location, the Company may, at its discretion, exercised to preserve service to firm Customers, remotely switch over the Customer's equipment to an alternate fuel or, in the case of Customers with semi-automatic equipment, send an alarm to the Customer's premises instructing them to manually switch over their equipment. In such circumstances, Customer agrees to immediately manually switch from the use of gas to the alternate fuel at any time and the Customer will not switch back to gas until notified by the Company.
- j. Customer will have responsible personnel available to receive and act upon notices from the Company 24 hours a day, 7 days a week, including holidays.

Company-Initiated Interruptions

Customers with Automatic Equipment

For Customers with automatic equipment, when the Company receives a report that the Central Park Temperature has reached the Designated Interruption Temperature, the Company will remotely switch over the Customers' equipment to an alternate fuel ("Company initiated interruption"). If there is a remote switch over (even if the Customer had already been switched over because the Local Outside Temperature had already reached the Designated Interruption Temperature), there will be a remote switch over of the Customers' equipment back to natural gas once the Central Park Temperature reaches the Designated Resumption Temperature. If there was no remote switch over and the Customer's equipment switched over because the Local Outside Temperature reached the Designated Interruption Temperature, the Customers' equipment will be switched back to natural gas once the Local Outside Temperature reaches the Designated Resumption Temperature.

Issued by: Kenneth D. Daly, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 203.1
REVISION: 7
SUPERSEDING REVISION: 6

SERVICE CLASSIFICATION No. 6C - Continued

Company-Initiated Interruptions (continued)

Customers with Semi-Automatic Equipment

When the Company receives a report that the Central Park Temperature has reached the Designated Interruption Temperature for Customers with automatic equipment, the Company will remotely activate an alarm at the semi-automatic Customer sites notifying such Customers to manually switchover to an alternate fuel ("Company initiated interruption"). If the alarm was activated remotely, the Customer may manually switch back to natural gas once the Central Park Temperature reaches the Designated Resumption Temperature for Customers with semi-automatic equipment. If the Local Outside Temperature reached the Designated Interruption Temperature and the Designated Interruption Temperature had not been reached at Central Park, the Customer may manually switch back to natural gas once the Local Outside Temperature reaches the Designated Resumption Temperature.

Annual System-Wide Test:

The Company will conduct an annual system-wide test of Customers' compliance under this Service Classification.

Customer Failure:

Each instance where a Customer fails to curtail gas consumption (in excess of two therms per hour) when there is a Company initiated interruption will be considered a separate violation of the requirements of this Service Classification, unless such failure is due to a failure of Company-owned equipment that is not attributable to Customer. It will also be considered a violation if the Company becomes aware that the Customer interfered with the Company-owned equipment and such interference resulted in failure to interrupt gas service. The Customer will be notified of each violation. For any two violations during a winter period (November through March), including any violation during the annual system-wide test, the Customer will be notified that it has violated the requirements of the tariff and the following penalties will apply:

For sales Customers, effective as soon as practicable but no later than the second billing period following notice of the second violation, and for transportation Customers, effective as soon as practicable following the notice, such Customers will be transferred to the equivalent firm service classification unless (i) the Company has been notified in writing that the Customer has chosen to terminate gas service or (ii) the Customer has been notified that the Company has determined in its sole discretion that it can not provide firm service to the Customer, and service will be terminated in thirty (30) days. Such Customers transferred to firm service are required to remain on firm service for the remainder of that winter season and through the end of the next winter season. Such Customers who have either elected to terminate service pursuant to (i) above, or whose service has been terminated pursuant to (ii) above, may not return to service under this Rate Schedule for the remainder of that winter season and through the end of the next winter season. After that time, a Customer becomes eligible to re-apply for any non-firm service.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 204
REVISION: 8
SUPERSEDING REVISION: 7

SERVICE CLASSIFICATION No. 6C - Continued

There is an amnesty clause available to Customers that experience an equipment failure. Should a Customer fail to switch to its alternate fuel when it is notified to do so because of equipment failure, the Customer must notify the Company within one hour of the failure, and provide proof within two days that the equipment has been repaired and is operable. If a Customer can demonstrate that it was unable to obtain and install the necessary equipment within two days, the Customer will have five more days to remedy the situation. The Customer will provide proof that it has installed the necessary equipment and that it is operable. If a Customer meets these criteria, amnesty for the violation will apply. If the Customer cannot obtain and/or install the necessary equipment within seven days, the equipment failure will be considered a violation. Only one grant of amnesty for an equipment violation will be allowed per winter season. Such grant of amnesty does not exempt the Customer from having to pay any applicable charges, including Unauthorized Use Charges or non-compliance Charges.

Unauthorized Use Charge:

Beginning two hours after a Company-initiated interruption and continuing for the duration of the interruption period, any gas consumed by a Customer in excess of two therms per hour without the express written authorization of the Company will be subject to an additional per therm charge of either (i) two times the sum of the Market Price for natural gas delivered to the Company's city gate on the day of violation plus the transportation rate the Customer would be subject to if it were a transportation Customer, or (ii) nine times the applicable sales rate, whichever is higher. All charges are subject to all utility taxes and surcharges. *Market Price* is defined as the highest city gate delivered price of natural gas at Transco Zone 6 NY, Texas Eastern M3 or Iroquois Zone 2 on the days of interruption, as quoted by Platts' "Gas Daily" report. A limited exception to the foregoing will apply if the Customer's failure to interrupt during a Company initiated interruption is due to a failure of Company-owned equipment that is not attributable to Customer. In such event, the Unauthorized Use Charge will only apply if the Customer fails to switch after the Company notifies the Customer to switch to its alternate fuel manually. The Customer will be subject to the Unauthorized Use Charge if the Company becomes aware that the Customer failed to interrupt gas service when required to do so because the Customer interfered with Company-owned equipment. In the event of consumption of gas during such periods, the Company will have the right to estimate the amount of such consumption for the purpose of imposing the additional charge. Such estimate may be based upon the average daily consumption during periods of authorized consumption or upon any other reasonable method including, but not limited to, the use of telemetering equipment.

Where a condition is experienced by the Customer that prevents the required switch over from gas, the Customer agrees to immediately notify the Company and to take immediate action to correct such condition, and to notify the Company when such condition has been corrected.

Issued by: Kenneth D. Daly, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 205
REVISION: 4
SUPERSEDING REVISION: 3

SERVICE CLASSIFICATION No. 6C - Continued

Non-Compliance Charges for Equipment Failure and/or Inadequate Fuel on Hand:

Whenever the Company becomes aware that the Customer's equipment is incapable of switching to an alternate fuel and/or that the Customer does not have a reasonable amount of fuel on hand considering the time in the heating season, the Company will notify the Customer within forty-eight (48) hours that the violation must be corrected within ten (10) calendar days. It will be the responsibility of the Customer to contact the Company and provide proof that the violation has been corrected. Any such violation will not trigger penalties if the Customer has previously stipulated in writing that the Customer is willing and able to shut down during periods of interruption.

Customers that receive notice from the Company regarding inadequate standby fuel and/or equipment failure that fail to supply the Company with proof that the violation has been corrected will be subject to a non-compliance charge per therm equal to the greater of 130% of the No. 2 oil gas equivalent price (as published in the Journal of Commerce NY barge consumer No. 2 oil) or 130% of their otherwise applicable variable sales rate. For Customers taking Temperature Controlled Transportation service, the non-compliance charges will be 130% of the applicable month's posted Temperature Controlled Transportation Rate, SC 18-TC. Such non-compliance charge, which will be subject to all applicable utility taxes and surcharges, will be in lieu of the otherwise applicable variable rate and will be effective for the billing period during which non-compliance becomes known, and for any subsequent periods until the Customer provides the Company with satisfactory proof that the violation has been corrected. Customers subject to this higher variable rate continue to be subject to all terms and conditions of this Service Classification. If a Customer's action during a specific interruption results in both non-compliance and Unauthorized Use charges being warranted, only the Unauthorized Use charges will be billed.

Termination:

Notwithstanding any other provisions or requirements of this Service Classification, if a Customer fails to maintain its dual-fuel equipment or associated control devices in proper working order, or interferes in any manner with Company-owned equipment, or interferes with or hinders in any manner the Company's rights of access, metering and inspection, or otherwise violates any provision of this Service Classification, the Company will have the absolute right to terminate the gas service provided for hereunder. Any Customer terminated for non-compliance with this Service Classification will not be permitted to return to this Rate Schedule until the end of the following winter season.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 12/01/11
STAMPS: Issued in compliance with order in Case 11-G-0411 dated November 18, 2011

LEAF: 205.1
REVISION: 1
SUPERSEDING REVISION: 0

SERVICE CLASSIFICATION No. 6C - Continued

Charge for Late Payment:

A late payment charge at the rate of one and one half percent (1½%) per month will be applied to the accounts of all Customers, except state agencies, taking service under this Service Classification. The charge will be applied to all amounts billed, including arrears, and unpaid late payment charge amounts applied to previous bills that are not received by the Company on or before the date specified on the bill. The date so specified will not be less than 20 days after the last day of each billing period. Service to state agencies will be rendered in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984, effective July 1, 1984). Notwithstanding the foregoing, the Company reserves the right to discontinue service and/or to take any other action permitted by law with respect to any Customer who fails to make full and timely payment of all amounts due the Company, including amounts due for late payment charges hereunder.

PSC NO: 12 GAS LEAF: 206
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)

**SERVICE CLASSIFICATION No. 6G
(Formerly Service Classification Nos. 6A and 6B)
TEMPERATURE CONTROLLED SERVICE
(GOVERNMENT AGENCIES)**

Applicable to Use of Service for:

For the use of gas by any government agency upon written application for heating and water heating or heating and water heating and process steam; and/or air conditioning or cogeneration where the total rated hourly Btu input to supply gas-fired equipment installed for such use is 1,000,000 Btu per hour or greater subject to the Special Provisions herein. Customers whose weather normalized annual usage is less than 10,000 dth per year will be subject to the rates set forth under Rate Schedule 1; Customers whose weather normalized annual usage is equal to or greater than 10,000 dth will be subject to the rates set forth under Rate Schedule 2. Customers qualifying for Rate Schedule 3 will be eligible for individually negotiated rates. See Special Provisions.

Character of Service:

Natural gas of not less than 975 Btu, dry basis, per cubic foot at a pressure of not less than four inches of water column gauge, as measured at the consumer's end of the service line.

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

PSC NO: 12 GAS

LEAF: 207

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 12

INITIAL EFFECTIVE DATE: 09/02/10

SUPERSEDING REVISION: 11

STAMPS:

SERVICE CLASSIFICATION No. 6G - Continued

Rate Schedule 1:

Customers whose annual weather normalized usage is less than 10,000 dth

A monthly minimum charge of \$189.76 for the first 10 therms consumed will be applied to each customer under this rate schedule. Not less than two business days prior to the date on which the statement is proposed to be effective, the Company will file with the Public Service Commission a unit commodity rate per therm applicable to all sales exceeding the minimum consumption of 10 therms per month. The Company will, at its sole discretion, set the rate per therm at a level that is no less than the Temperature Controlled Incremental Cost of Gas (TC Floor Price plus the Incremental State Assessment Surcharge applicable to SC 6). In addition, an annual price cap will apply in compliance with the Commission's Orders in Cases 06-M-0878, 06-G-1185 and 09-M-0311. The annual price cap calculation will compare, the aggregate temperature controlled class, actual S.C. 6C, 6G and 6M revenues versus what those revenues would have been under Service Classification No. 2 – General – Heating plus the Incremental State Assessment Surcharge applicable to SC 6. If during any month the TC Floor Price is higher than the published Monthly Cost of Gas for S.C. 2-2, an adjustment to the annual price cap is permissible.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 09/02/10
STAMPS:

LEAF: 208
REVISION: 12
SUPERSEDING REVISION: 11

SERVICE CLASSIFICATION No. 6G - Continued

Rate Schedule 2:

Customers whose annual weather normalized usage is equal to or greater than 10,000 dth

A monthly minimum charge of \$294.71 for the first 10 therms consumed will be applied to each customer under this rate schedule. Not less than two business days prior to the date on which the statement is proposed to be effective, the Company will file with the Public Service Commission a unit commodity rate per therm applicable to all sales exceeding the minimum consumption of 10 therms per month. The Company will, at its sole discretion, set the rate per therm at a level that is no less than the Temperature Controlled Incremental Cost of Gas (TC Floor Price) plus the Incremental State Assessment Surcharge applicable to SC 6. In addition, an annual price cap will apply in compliance with the Commission's Orders in Cases 06-M-0878, 06-G-1185 and 09-M-0311. The annual price cap calculation will compare, the aggregate temperature controlled class, actual S.C. 6C, 6G and 6M revenues versus what those revenues would have been under Service Classification No. 2 – General – Heating plus the Incremental State Assessment Surcharge applicable to SC 6. If during any month the TC Floor Price is higher than the published Monthly Cost of Gas for S.C. 2-2, an adjustment to the annual price cap is permissible.

Rate Schedule 3:

Bulk Purchasers - available to any governmental agency who seeks to enter into an individually negotiated contract with the Company.

Service under this category will be available to any governmental agency within the Company's service territory seeking to enter into an individually negotiated contract with the Company. The rate for and other terms and conditions of service to customers qualifying under this rate schedule will be set forth in a service agreement negotiated between the Company and the customer, which will be filed with the Commission. Negotiated service agreements at similar overall terms shall be available to all similarly situated customers. The minimum rate charged must be sufficient to recover all costs incurred to serve the customer including a reasonable contribution to fixed costs. The rate shall include the following components:

PSC NO: 12 GAS LEAF: 209
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 4
INITIAL EFFECTIVE DATE: 05/06/08 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with order in Case 06-G-1185 dated December 21, 2007

SERVICE CLASSIFICATION No. 6G - Continued

A. Minimum Monthly Charge:

All customers will be required to pay a minimum monthly charge. The minimum monthly charge and the minimum quantity of consumption associated with the minimum monthly charge will be specified in the customer's service agreement.

B. Commodity Charge:

All customers will be required to pay a unit commodity rate per therm of gas consumed.

Summaries of contract information will be available in Contract Addenda contained in this Tariff.

Minimum Monthly Charge:

Rate Schedule 1

\$189.76 per meter per month plus the Revenue Tax Surcharge.

Rate Schedule 2

\$294.71 per meter per month plus the Revenue Tax Surcharge.

Rate Schedule 3

The minimum monthly charge will be set forth in the individually negotiated contract and shall be subject to the Revenue Tax Surcharge.

Revenue Tax Surcharge:

The rates and charges under this service classification, payable in the municipality where service is supplied, will be increased by a percentage equal in amount to the aggregate percentage rate of taxes imposed on the Company's revenues, pursuant to the provisions contained on General Information Leaf No. 90.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 210
REVISION: 6
SUPERSEDING REVISION: 5

SERVICE CLASSIFICATION No. 6G - Continued

Heating Value Adjustment:

Volumes of gas registered at the Customer's meter, in Ccf, will be converted to therms, as explained on General Information Leaf No. 38.

Term:

Unless otherwise reflected in an individually negotiated service agreement under Rate Schedule 3, or as otherwise provided in this Rate Schedule, service under this Service Classification will be for a period of one year from the date of commencement of service and thereafter until terminated by either party. The service agreement is terminable by either party after one year from the commencement of service on six months written notice to the other or terminable in the manner provided by law and the rules and regulations set forth in the Company's Rate Schedule, on file with the Public Service Commission.

Special Provisions:

General:

- a. Unless otherwise expressly authorized by the Company in writing, the "alternate fuel" hereunder will be No. 2 fuel oil.
- b. The "Local Outside Temperature" for the purposes of a local switchover will be the temperature as measured outside of the Customer's premises.
- c. The "Central Park Temperature" for the purposes of a Company-initiated interruption will be the temperature measured at the Central Park Observatory.
- d. The "Designated Temperature(s)" will be the temperatures set annually prior to the winter season by the Company. The Company reserves the right to adjust this temperature setting, based on system needs, with a minimum forty-eight (48) hours notice to Customers. There will be a "Designated Interruption Temperature" when a Customer's equipment will be switched over to an alternate fuel and a "Designated Resumption Temperature" when the Customer's equipment may be switched back to natural gas. There may be different Designated Temperatures for Customers with fully automatic controls and Customers with semi-automatic controls.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 211
REVISION: 7
SUPERSEDING REVISION: 6

SERVICE CLASSIFICATION No. 6G - Continued

Special Provisions – General (continued)

- e. The Company reserves the right to install and operate such local and remote telemetering/control switching devices as may be necessary to allow for the immediate switchover between gas service and alternate fuel usage, as provided for under this Service Classification.
- f. The following Riders may be applied to this Service Classification:
Rider C - Area Development Rate
Rider D - Business Incentive Rate
- g. If at midday Central Park Temperatures are forecast by the National Weather Service for the following day to be equal to or below the Designated Interruption Temperature, the Company will endeavor to provide notification to Customers.
- h. In the event that the Company calls on peaking assets to supplement supply to meet high demand or for isolated distribution system reliability reasons in excess of four hours (other than for LNG plant idling or cooling or for system testing), or if the Company, at its sole discretion, determines that it is warranted to protect the reliability and safety of the system for firm Customers, the Company will interrupt service to Customers on this service classification. The Company will endeavor to provide notification (within two hours) of a scheduled interruption. Upon receipt of such notice, the Customer shall curtail or discontinue use of gas as instructed by the Company (see Special Provisions).

Company Responsibility:

- a. Gas Service will be supplied under this Service Classification only when and to the extent that the Company has capacity available at the time of application sufficient for the service requested and the Company, after supplying Customers taking continuous service will have sufficient gas and capacity available to supply the applicant.
- b. The Company reserves the right to accept only such applications under this Service Classification as will, in the Company's sole judgment, permit it to dispose of the gas it has available for sale without requiring an unreasonable or uneconomic extension of facilities.
- c. Control devices, whether automatic or semi-automatic, will be set at the Designated Temperatures. The Company will notify Customers of the current Designated Temperatures prior to the start of each winter.
- d. The Company will be responsible for the maintenance of Company-owned equipment. This equipment is identified as the meter, the remote switchover and meter reading equipment, and all associated wiring and relays associated with that equipment.

Issued by: Kenneth D. Daly, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 211.1
REVISION: 7
SUPERSEDING REVISION: 6

SERVICE CLASSIFICATION No. 6G – Continued

Special Provisions (continued)

Customer Responsibility:

- a. It is understood and agreed that as a condition of service hereunder Customers are required to transfer their fuel supply from gas to an alternate fuel source when the Local Outside Temperature reaches the Designated Interruption Temperature or there is a Company-initiated interruption, whichever occurs first.
- b. Unless otherwise expressly authorized by the Company in writing, a supply of alternate fuel sufficient to meet the Customer's fuel consumption needs for a period of ten (10) days is the minimum required standby alternate fuel supply at the beginning of the heating season.
- c. Customer will at all times maintain dual-fuel equipment and a sufficient standby alternate fuel supply throughout the heating season in the event that transfer off of natural gas is required pursuant to this Service Classification.
- d. Such dual-fuel equipment and all associated control devices, the installation and the subsequent operation thereof will be subject to the Company's inspection and requirements.
- e. Customer agrees to be solely responsible for the service, maintenance, repair and upkeep of all Customer-owned equipment, including dual-fuel equipment and all associated control devices. The Customer will not be responsible to maintain or repair Company-owned equipment. In maintaining or repairing its own equipment, however, Customer will be responsible to avoid damage to or disconnection of Company-owned equipment and to notify Company immediately of any such event. Customers with semi-automatic equipment are responsible for maintaining an alarm notifying them that the Designated Interruption Temperature has been reached and that a switchover to an alternate fuel is necessary. The Company assumes no responsibility for the adequacy of standby facilities and will not be liable for any loss, damage or expense, direct or indirect that may be incurred by the Customer or others in connection with or as a result of any curtailment or discontinuance of gas service pursuant to this Rate Schedule.
- f. The Customer agrees to permit access by the Company's employees or representatives at any time to the Customer's premises for the purposes of (i) inspection and testing all dual-fuel equipment and associated control devices, (ii) the measurement and verification of dual-fuel consumption and (iii) any necessary maintenance or repair of Company-owned equipment.
- g. The Customer agrees that the Company may measure fuel consumption in any reasonable manner, including but not limited to automatic recording devices ("telemetry").

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 212
REVISION: 4
SUPERSEDING REVISION: 3

SERVICE CLASSIFICATION No. 6G - Continued

- h. If any control device fails to switch over to the alternate fuel when the Local Outside Temperature or the Central Park Temperature, whichever is first to do so, reaches the Designated Interruption Temperature, the Customer will immediately switch manually from the use of gas to the alternate fuel. No malfunction or failure of any control equipment or devices will excuse Customer from complying with this or any of its obligations under this Rate Schedule.
- i. Regardless of whether the Designated Interruption Temperature has been reached in any location, the Company may, at its discretion, exercised to preserve service to firm Customers, remotely switch over the Customer's equipment to an alternate fuel or, in the case of Customers with semi-automatic equipment, send an alarm to the Customer's premises instructing them to manually switch over their equipment. In such circumstances, Customer agrees to immediately manually switch from the use of gas to the alternate fuel at any time and the Customer will not switch back to gas until notified by the Company.
- j. Customer will have responsible personnel available to receive and act upon notices from the Company 24 hours a day, 7 days a week, including holidays.

Company-Initiated Interruptions

Customers with Automatic Equipment

For Customers with automatic equipment, when the Company receives a report that the Central Park Temperature has reached the Designated Interruption Temperature, the Company will remotely switch over the Customers' equipment to an alternate fuel ("Company initiated interruption"). If there is a remote switch over (even if the Customer had already been switched over because the Local Outside Temperature had already reached the Designated Interruption Temperature), there will be a remote switch over of the Customers' equipment back to natural gas once the Central Park Temperature reaches the Designated Resumption Temperature. If there was no remote switch over and the Customer's equipment switched over because the Local Outside Temperature reached the Designated Interruption Temperature, the Customers' equipment will be switched back to natural gas once the Local Outside Temperature reaches the Designated Resumption Temperature.

Issued by: Kenneth D. Daly, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 213
REVISION: 8
SUPERSEDING REVISION: 7

SERVICE CLASSIFICATION No. 6G - Continued

Company-Initiated Interruptions (continued)

Customers with Semi-Automatic Equipment

When the Company receives a report that the Central Park Temperature has reached the Designated Interruption Temperature for Customers with semi-automatic equipment, the Company will remotely activate an alarm at the Customers' sites notifying such Customers to manually switchover to an alternate fuel ("Company initiated interruption"). If the alarm was activated remotely, the Customer may manually switch back to natural gas once the Central Park Temperature reaches the Designated Resumption Temperature for Customers with semi-automatic equipment. If the Local Outside Temperature reached the Designated Interruption Temperature and the Designated Interruption Temperature had not been reached at Central Park, the Customer may manually switch back to natural gas once the Local Outside Temperature reaches the Designated Resumption Temperature.

Annual System-Wide Test:

The Company will conduct an annual system-wide test of Customers' compliance under this Service Classification.

Customer Failure:

Each instance where a Customer fails to curtail gas consumption (in excess of two therms per hour) when there is a Company initiated interruption will be considered a separate violation of the requirements of this Service Classification, unless such failure is due to a failure of Company-owned equipment that is not attributable to Customer. It will also be considered a violation if the Company becomes aware that the Customer interfered with the Company-owned equipment and such interference resulted in the Customer's failure to interrupt gas service. The Customer will be notified of each violation. For any two violations during a winter period (November through March), including any violation during the annual system-wide test the Customer will be notified that it has violated the requirements of the tariff and the following penalties will apply:

For sales Customers, effective as soon as practicable but no later than the second billing period following notice of the second violation, and for transportation Customers, effective as soon as practicable following the notice, such Customers will be transferred to the equivalent firm service classification unless (i) the Company has been notified in writing that the Customer has chosen to terminate gas service or (ii) the Customer has been notified that the Company has determined in its sole discretion that it can not provide firm service to the Customer, and service will be terminated in thirty (30) days. Such Customers transferred to firm service are required to remain on firm service for the remainder of that winter season and through the end of the next winter season. Such Customers who have either elected to terminate service pursuant to (i), above or whose service has been terminated pursuant to (ii) above, may not return to service under this Rate Schedule for the remainder of that winter season and through the end of the next winter season. After that time, a Customer becomes eligible to re-apply for any non-firm service.

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PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 214
REVISION: 8
SUPERSEDING REVISION: 7

SERVICE CLASSIFICATION No. 6G - Continued

There is an amnesty clause available to Customers that experience an equipment failure. Should a Customer fail to switch to its alternate fuel when it is notified to do so because of equipment failure, the Customer must notify the Company within one hour of the failure, and provide proof within two days that the equipment has been repaired and is operable. If a Customer can demonstrate that it was unable to obtain and install the necessary equipment within two days, the Customer will have five more days to remedy the situation. The Customer will provide proof that it has installed the necessary equipment and that it is operable. If a Customer meets these criteria, amnesty for the violation will apply. If the Customer cannot obtain and/or install the necessary equipment within seven days, the equipment failure will be considered a violation. Only one grant of amnesty for an equipment violation will be allowed per winter season. Such grant of amnesty does not exempt the Customer from having to pay any applicable charges, including Unauthorized Use Charges or non-compliance Charges.

Unauthorized Use Charge:

Beginning two hours after a Company-initiated interruption and continuing for the duration of the interruption period, any gas consumed by a Customer in excess of two therms per hour without the express written authorization of the Company will be subject to an additional per therm charge of either (i) two times the sum of the Market Price for natural gas delivered to the Company's city gate on the day of violation plus the transportation rate the Customer would be subject to if it were a transportation Customer, or (ii) nine times the applicable sales rate, whichever is higher. All charges are subject to all utility taxes and surcharges. *Market Price* is defined as the highest city gate delivered price of natural gas at Transco Zone 6 NY, Texas Eastern M3 or Iroquois Zone 2 on the days of interruption, as quoted by Platts' "Gas Daily" report. A limited exception to the foregoing will apply if the Customer's failure to interrupt during a Company initiated interruption is due to a failure of Company-owned equipment that is not attributable to Customer. In such event, the Unauthorized Use Charge will only apply if the Company notifies the Customer to switch to its alternate fuel manually and the Customer fails to do so. The Customer will be subject to the Unauthorized Use Charge if the Company becomes aware that the Customer failed to interrupt gas service because the Customer interfered with Company-owned equipment. In the event of consumption of gas during such periods, the Company will have the right to estimate the amount of such consumption for the purpose of imposing the additional charge. Such estimate may be based upon the average daily consumption during periods of authorized consumption or upon any other reasonable method, including but not limited to the use of telemetering equipment.

Where a condition is experienced by the Customer that prevents the required switch over from gas, the Customer agrees to immediately notify the Company and to take immediate action to correct such condition, and to notify the Company when such condition has been corrected.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 215
REVISION: 5
SUPERSEDING REVISION: 4

SERVICE CLASSIFICATION No. 6G - Continued

Non-Compliance Charges for Equipment Failure and/or Inadequate Fuel on Hand:

Whenever the Company becomes aware that the Customer's equipment is incapable of switching to an alternate fuel and/or that the Customer does not have a reasonable amount of fuel on hand considering the time in the heating season, the Company will notify the Customer within forty-eight (48) hours that the violation must be corrected within ten (10) calendar days. It will be the responsibility of the Customer to contact the Company and provide proof that the violation has been corrected. Any such violation will not trigger penalties if the Customer has previously stipulated in writing that the Customer is willing and able to shut down during periods of interruption.

Customers that receive notice from the Company regarding inadequate standby fuel and/or equipment failure that fail to supply the Company with proof that the violation has been corrected will be subject to a non-compliance per therm charge equal to the greater of 130% of the No. 2 oil gas equivalent price (as published in the Journal of Commerce NY barge consumer No. 2 oil) or 130% of their otherwise applicable variable sales rate. For Customers taking Temperature Controlled Transportation service, the non-compliance charges will be 130% of the applicable month's posted Temperature Controlled Transportation Rate, SC 18-TC. Such non-compliance charge, which will be subject to all applicable utility taxes and surcharges, will be in lieu of the otherwise applicable variable rate and will be effective for the billing period during which non-compliance becomes known, and for any subsequent periods until the Customer provides the Company with satisfactory proof that the violation has been corrected. Customers subject to this higher variable rate continue to be subject to all terms and conditions of this Service Classification. If a Customer's action during a specific interruption results in both non-compliance and Unauthorized Use charges being warranted, only the Unauthorized Use charges will be billed.

Termination:

Notwithstanding any other provisions or requirements of this Service Classification, if a Customer fails to maintain the dual-fuel equipment or associated control devices in proper working order; or interferes in any manner with the operation of such devices; or interferes with or hinders in any manner the Company's rights of access, metering and inspection; or otherwise violates any provision of this Service Classification, the Company will have the absolute right to terminate the gas service provided for hereunder. Any Customer terminated for non-compliance with this Service Classification will not be permitted to return to this Rate Schedule until the end of the following winter season.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 12/01/11
STAMPS: Issued in compliance with order in Case 11-G-0411 dated November 18, 2011

LEAF: 215.1
REVISION: 1
SUPERSEDING REVISION: 0

SERVICE CLASSIFICATION No. 6G - Continued

Charge for Late Payment:

A late payment charge at the rate of one and one half percent (1½%) per month will be applied to the accounts of all Customers, except state agencies, taking service under this Service Classification. The charge will be applied to all amounts billed, including arrears, and unpaid late payment charge amounts applied to previous bills that are not received by the Company on or before the date specified on the bill. The date so specified will not be less than 20 days after the last day of each billing period. Service to state agencies will be rendered in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984, effective July 1, 1984). Notwithstanding the foregoing, the Company reserves the right to discontinue service and/or to take any other action permitted by law with respect to any Customer who fails to make full and timely payment of all amounts due the Company, including amounts due for late payment charges hereunder.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 08/01/05
STAMPS:

LEAF: 216
REVISION: 2
SUPERSEDING REVISION: 1

**SERVICE CLASSIFICATION No. 6M
(Formerly Service Classification Nos. 6A and 6B)
TEMPERATURE CONTROLLED SERVICE
(MULTI-FAMILY BUILDINGS)**

Applicable to Use of Service for:

For the use of gas by any consumer in multi-family buildings upon written application for heating and water heating or heating and water heating and process steam; and/or air conditioning or cogeneration where the total rated hourly Btu input to supply gas-fired equipment installed for such use is 1,000,000 Btu per hour or greater subject to the Special Provisions herein. Customers whose weather normalized annual usage is less than 3,500 dth per year will be subject to the rates set forth under Rate Schedule 1; Customers whose weather normalized annual usage is at least 3,500 dth but not greater than 8,999 dth will be subject to the rates set forth under Rate Schedule 2; Customers whose weather normalized annual usage is at least 9,000 dth but not greater than 25,999 dth will be subject to the rates set forth under Rate Schedule 3; Customers whose weather normalized annual usage is equal to or greater than 26,000 dth shall be subject to the rates set forth under Rate Schedule 4; Customers qualifying under Rate Schedule 5 will be eligible for individually negotiated rates. See Special Provisions.

Character of Service:

Natural gas of not less than 975 Btu, dry basis, per cubic foot at a pressure of not less than four inches of water column gauge, as measured at the consumer's end of the service line.

PSC NO: 12 GAS

LEAF: 217

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 12

INITIAL EFFECTIVE DATE: 09/02/10

SUPERSEDING REVISION: 11

STAMPS:

SERVICE CLASSIFICATION No. 6M - Continued

Rate Schedule 1:

Customers whose annual weather normalized usage is less than 3,500 dth

A monthly minimum charge of \$189.76 for the first 10 therms consumed will be applied to each customer under this rate schedule. Not less than two business days prior to the date on which the statement is proposed to be effective, the Company will file with the Public Service Commission a unit commodity rate per therm applicable to all sales exceeding the minimum consumption of 10 therms per month. The Company will, at its sole discretion, set the rate per therm at a level that is no less than the Temperature Controlled Incremental Cost of Gas (TC Floor Price) plus the Incremental State Assessment Surcharge applicable to SC 6. In addition, an annual price cap will apply in compliance with the Commission's Orders in Cases 06-M-0878, 06-G-1185 and 09-M-0311. The annual price cap calculation will compare, the aggregate temperature controlled class, actual S.C. 6C, 6G and 6M revenues versus what those revenues would have been under Service Classification No. 2 – General – Heating plus the Incremental State Assessment Surcharge applicable to SC 6. If during any month the TC Floor Price is higher than the published Monthly Cost of Gas for S.C. 2-2, an adjustment to the annual price cap is permissible.

PSC NO: 12 GAS

LEAF: 218

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 12

INITIAL EFFECTIVE DATE: 09/02/10

SUPERSEDING REVISION: 11

STAMPS:

SERVICE CLASSIFICATION No. 6M - Continued

Rate Schedule 2:

Customers whose annual weather normalized usage is equal to 3,500 but not greater than 8,999
dth

A monthly minimum charge of \$189.76 for the first 10 therms consumed will be applied to each customer under this rate schedule. Not less than two business days prior to the date on which the statement is proposed to become effective, the Company will file with the Public Service Commission a unit commodity rate per therm applicable to all sales exceeding the minimum consumption of 10 therms per month. The Company will, at its sole discretion, set the rate per therm at a level that is no less than the Temperature Controlled Incremental Cost of Gas (TC Floor Price) plus the Incremental State Assessment Surcharge applicable to SC 6. In addition, an annual price cap will apply in compliance with the Commission's Orders in Cases 06-M-0878, 06-G-1185 and 09-M-0311. The annual price cap calculation will compare, the aggregate temperature controlled class, actual S.C. 6C, 6G and 6M revenues versus what those revenues would have been under Service Classification No. 2 – General – Heating plus the Incremental State Assessment Surcharge applicable to SC 6. If during any month the TC Floor Price is higher than the published Monthly Cost of Gas for S.C. 2-2, an adjustment to the annual price cap is permissible.

PSC NO: 12 GAS

LEAF: 219

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 12

INITIAL EFFECTIVE DATE: 09/02/10

SUPERSEDING REVISION: 11

STAMPS:

SERVICE CLASSIFICATION No. 6M - Continued

Rate Schedule 3:

Customers whose annual weather normalized usage is equal to 9,000 dth but not greater than 25,999 dth

A monthly minimum charge of \$294.71 for the first 10 therms consumed will be applied to each customer under this rate schedule. Not less than two business days prior to the date on which the statement is proposed to be effective, the Company will file with the Public Service Commission a unit commodity rate per therm applicable to all sales exceeding the minimum consumption of 10 therms per month. The Company will, at its sole discretion, set the rate per therm at a level that is no less than the Temperature Controlled Incremental Cost of Gas (TC Floor Price) plus the Incremental State Assessment Surcharge applicable to SC 6. In addition, an annual price cap will apply in compliance with the Commission's Orders in Cases 06-M-0878, 06-G-1185 and 09-M-0311. The annual price cap calculation will compare, the aggregate temperature controlled class, actual S.C. 6C, 6G and 6M revenues versus what those revenues would have been under Service Classification No. 2 – General – Heating plus the Incremental State Assessment Surcharge applicable to SC 6. If during any month the TC Floor Price is higher than the published Monthly Cost of Gas for S.C. 2-2, an adjustment to the annual price cap is permissible.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 09/02/10
STAMPS:

LEAF: 220
REVISION: 12
SUPERSEDING REVISION: 11

SERVICE CLASSIFICATION No. 6M - Continued

Rate Schedule 4:

Customers whose annual weather normalized usage is equal to or greater than 26,000 dth

A monthly minimum charge of \$294.71 for the first 10 therms consumed will be applied to each customer under this rate schedule. Not less than two business days prior to the date on which the statement is proposed to become effective, the Company will file with the Public Service Commission a unit commodity rate per therm applicable to all sales exceeding the minimum consumption of 10 therms per month. The Company will, at its sole discretion, set the rate per therm at a level that is no less than the Temperature Controlled Incremental Cost of Gas (TC Floor Price) plus the Incremental State Assessment Surcharge applicable to SC 6. In addition, an annual price cap will apply in compliance with the Commission's Orders in Cases 06-M-0878, 06-G-1185 and 09-M-0311. The annual price cap calculation will compare, the aggregate temperature controlled class, actual S.C. 6C, 6G and 6M revenues versus what those revenues would have been under Service Classification No. 2 – General – Heating plus the Incremental State Assessment Surcharge applicable to SC 6. If during any month the TC Floor Price is higher than the published Monthly Cost of Gas for S.C. 2-2, an adjustment to the annual price cap is permissible.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 05/06/08
STAMPS: Issued in compliance with order in Case 06-G-1185 dated December 21, 2007

LEAF: 221
REVISION: 4
SUPERSEDING REVISION: 2

SERVICE CLASSIFICATION No. 6M - Continued

Rate Schedule 5:

Bulk Purchasers - available to any customer whose current purchasing power is greater than 450,000 dth annually (weather normalized) and who seeks to enter into an individually negotiated contract with the Company.

Service under this category will be available to any customer or cooperative that demonstrates, to the Company's satisfaction, that it has fuel purchasing alternatives entitling it to a separately negotiated rate and that it (directly or indirectly) has a controlling ownership interest in one or more buildings within the Company's service territory with a combined annual weather normalized usage of natural gas of at least 450,000 dth. The rate for and other terms and conditions of service to any customer or cooperative qualifying under this rate schedule will be set forth in a service agreement negotiated between the Company and the customer, which will be filed with the Commission. Negotiated service agreements at similar overall terms shall be available to all similarly situated customers. The minimum rate charged must be sufficient to recover all costs incurred to serve the customer including a reasonable contribution to fixed costs. The rate shall include the following components:

A. Minimum Monthly Charge:

All customers will be required to pay a minimum monthly charge for each building in each month. The minimum monthly charge and the minimum quantity of consumption associated with the minimum monthly charge will be specified in the customer's service agreement.

B. Commodity Charge:

All customers will be required to pay a unit commodity rate per therm of gas consumed.

Summaries of contract information will be available in Contract Addenda contained in this Tariff.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 223
REVISION: 6
SUPERSEDING REVISION: 5

SERVICE CLASSIFICATION No. 6M - Continued

Term:

Unless otherwise reflected in an individually negotiated service agreement under Rate Schedule 3, or as otherwise provided in this Rate Schedule, service under this Service Classification will be for a period of one year from the date of commencement of service and thereafter until terminated by either party. The service agreement is terminable by either party after one year from the commencement of service on six months written notice to the other or terminable in the manner provided by law and the rules and regulations set forth in the Company's Rate Schedule, on file with the Public Service Commission.

Special Provisions:

General:

- a. Unless otherwise expressly authorized by the Company in writing, the "alternate fuel" hereunder will be No. 2 fuel oil.
- b. The "Local Outside Temperature" for the purposes of a local switchover will be the temperature as measured outside of the Customer's premises.
- c. The "Central Park Temperature" for the purposes of a Company-initiated interruption will be the temperature measured at the Central Park Observatory.
- d. The "Designated Temperature(s)" will be the temperatures set annually prior to the winter season by the Company. The Company reserves the right to adjust this temperature setting, based on system needs, with a minimum forty-eight (48) hours notice to Customers. There will be a "Designated Interruption Temperature" when a Customer's equipment will be switched over to an alternate fuel and a "Designated Resumption Temperature" when the Customer's equipment may be switched back to natural gas. There may be different Designated Temperatures for Customers with fully automatic controls and Customers with semi-automatic controls.

PSC NO: 12 GAS
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INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 224
REVISION: 7
SUPERSEDING REVISION: 6

SERVICE CLASSIFICATION No. 6M - Continued

Special Provisions – General (continued)

- e. The Company reserves the right to install and operate such local and remote telemetering/control switching devices as may be necessary to allow for the immediate switchover between gas service and alternate fuel usage, as provided for under this Service Classification.
- f. The following Riders may be applied to this Service Classification:
Rider C - Area Development Rate
Rider D - Business Incentive Rate
- g. If at midday Central Park Temperatures are forecast by the National Weather Service for the following day to be equal to or below the Designated Interruption Temperature, the Company will endeavor to provide notification to Customers.
- h. In the event that the Company calls on peaking assets to supplement supply to meet high demand or for isolated distribution system reliability reasons in excess of four hours (other than for LNG plant idling or cooling or for system testing), or if the Company, at its sole discretion, determines that it is warranted to protect the reliability and safety of the system for firm Customers, the Company will interrupt service to Customers on this service classification. The Company will endeavor to provide notification (within two hours) of a scheduled interruption. Upon receipt of such notice, the Customer shall curtail or discontinue use of gas as instructed by the Company (see Special Provisions).

Company Responsibility:

- a. Gas Service will be supplied under this Service Classification only when and to the extent that the Company has capacity available at the time of application sufficient for the service requested and the Company, after supplying Customers taking continuous service will have sufficient gas and capacity available to supply the applicant.
- b. The Company reserves the right to accept only such applications under this Service Classification as will, in the Company's sole judgment, permit it to dispose of the gas it has available for sale without requiring an unreasonable or uneconomic extension of facilities.
- c. Control devices, whether automatic or semi-automatic, will be set at the Designated Temperatures. The Company will notify Customers of the current Designated Temperatures prior to the start of each winter.
- d. The Company will be responsible for the maintenance of Company-owned equipment. This equipment is identified as the meter, the remote switchover and meter reading equipment, and all associated wiring and relays associated with that equipment.

Issued by: Kenneth D. Daly, President, Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 224.1
REVISION: 7
SUPERSEDING REVISION: 6

SERVICE CLASSIFICATION No. 6M - Continued

Special Provisions (continued)

Customer Responsibility:

- a. It is understood and agreed that as a condition of service hereunder Customers are required to transfer their fuel supply from gas to an alternate fuel source when the Local Outside Temperature reaches the Designated Interruption Temperature or there is a Company-initiated interruption, whichever occurs first.
- b. Unless otherwise expressly authorized by the Company in writing, a supply of alternate fuel sufficient to meet the Customer's fuel consumption needs for a period of ten (10) days is the minimum required standby alternate fuel supply at the beginning of the heating season.
- c. Customer will at all times maintain dual-fuel equipment and a sufficient standby alternate fuel supply throughout the heating season in the event that transfer off of natural gas is required pursuant to this Service Classification.
- d. Such dual-fuel equipment and all associated control devices, the installation and the subsequent operation thereof will be subject to the Company's inspection and requirements.
- e. Customer agrees to be solely responsible for the service, maintenance, repair and upkeep of all Customer-owned equipment, including dual-fuel equipment and all associated control devices. The Customer will not be responsible to maintain or repair Company-owned equipment. In maintaining or repairing its own equipment, however, Customer will be responsible to avoid damage to or disconnection of Company-owned equipment and to notify Company immediately of any such event. Customers with semi-automatic equipment are responsible for maintaining an alarm notifying them that the Designated Interruption Temperature has been reached and that a switchover to an alternate fuel is necessary. The Company assumes no responsibility for the adequacy of standby facilities and will not be liable for any loss, damage or expense, direct or indirect that may be incurred by the Customer or others in connection with or as a result of any curtailment or discontinuance of gas service pursuant to this Rate Schedule.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 225
REVISION: 7
SUPERSEDING REVISION: 6

SERVICE CLASSIFICATION No. 6M – Continued

- f. The Customer agrees to permit access by the Company's employees or representatives at any time to the Customer's premises for the purposes of (i) inspection and testing all dual-fuel equipment and associated control devices, (ii) the measurement and verification of dual-fuel consumption and (iii) any necessary maintenance or repair of Company-owned equipment.
- g. The Customer agrees that the Company may measure fuel consumption in any reasonable manner, including but not limited to automatic recording devices ("telemetry").
- h. If any control device fails to switch over to the alternate fuel when the Local Outside Temperature or the Central Park Temperature, whichever is first to do so, reaches the Designated Interruption Temperature, the Customer will immediately switch manually from the use of gas to the alternate fuel. No malfunction or failure of any control equipment or devices will excuse Customer from complying with this or any of its obligations under this Rate Schedule.
- i. Regardless of whether the Designated Interruption Temperature has been reached in any location, the Company may, at its discretion, exercised to preserve service to firm Customers, remotely switch over the Customer's equipment to an alternate fuel or, in the case of Customers with semi-automatic equipment, send an alarm to the Customer's premises instructing them to manually switch over their equipment. In such circumstances, Customer agrees to immediately manually switch from the use of gas to the alternate fuel at any time and the Customer will not switch back to gas until notified by the Company.
- j. Customer will have responsible personnel available to receive and act upon notices from the Company 24 hours a day, 7 days a week, including holidays.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 226
REVISION: 9
SUPERSEDING REVISION: 8

SERVICE CLASSIFICATION No. 6M - Continued

Company-Initiated Interruptions

Customers with Automatic Equipment

For Customers with automatic equipment, when the Company receives a report that the Central Park Temperature has reached the Designated Interruption Temperature, the Company will remotely switch over the Customers' equipment to an alternate fuel ("Company initiated interruption"). The Company will endeavor to provide Customers with advance notice of a remote switchover. If there is a remote switch over (even if the Customer had already been switched over because the Local Outside Temperature had already reached the Designated Interruption Temperature), there will be a remote switch over of the Customers' equipment back to natural gas once the Central Park Temperature reaches the Designated Resumption Temperature. If there was no remote switch over and the Customer's equipment switched over because the Local Outside Temperature reached the Designated Interruption Temperature, the Customers' equipment will be switched back to natural gas once the Local Outside Temperature reaches the Designated Resumption Temperature.

Customers with Semi-Automatic Equipment

When the Company receives a report that the Central Park Temperature has reached the Designated Interruption Temperature for Customers with automatic equipment, the Company will remotely activate an alarm at the semi-automatic Customer sites notifying such Customers to manually switchover to an alternate fuel ("Company initiated interruption"). If the alarm was activated remotely, the Customer may manually switch back to natural gas once the Central Park Temperature reaches the Designated Resumption Temperature for Customers with semi-automatic equipment. If the Local Outside Temperature reached the Designated Interruption Temperature and the Designated Interruption Temperature had not been reached at Central Park, the Customer may manually switch back to natural gas once the Local Outside Temperature reaches the Designated Resumption Temperature.

Annual System-Wide Test:

The Company will conduct an annual system-wide test of Customers' compliance under this Service Classification.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 227
REVISION: 4
SUPERSEDING REVISION: 3

SERVICE CLASSIFICATION No. 6M - Continued

Customer Failure:

Each instance where a Customer fails to curtail gas consumption (in excess of two therms per hour) when there is a Company initiated interruption will be considered a separate violation of the requirements of this Service Classification, unless such failure is due to a failure of Company-owned equipment that is not attributable to Customer. It will also be considered a violation if the Company becomes aware that the Customer interfered with the Company-owned equipment and such interference resulted in the Customer's failure to interrupt gas service. The Customer will be notified of each violation. For any two violations during a winter period (November through March), including any violation during the annual system-wide test the Customer will be notified that it has violated the requirements of the tariff and the following penalties will apply:

For sales Customers, effective as soon as practicable but no later than the second billing period following notice of the second violation, and for transportation Customers, effective as soon as practicable following the notice, such Customers will be transferred to the equivalent firm service classification unless (i) the Company has been notified in writing that the Customer has chosen to terminate gas service or (ii) the Customer has been notified that the Company has determined in its sole discretion that it can not provide firm service to the Customer, and service will be terminated in thirty (30) days. Such Customers transferred to firm service are required to remain on firm service for the remainder of that winter season and through the end of the next winter season. Such Customers who have either elected to terminate service pursuant to (i), above or whose service has been terminated pursuant to (ii) above, may not return to service under this Rate Schedule for the remainder of that winter season and through the end of the next winter season. After that time, a Customer becomes eligible to re-apply for any non-firm service.

There is an amnesty clause available to Customers that experience an equipment failure. Should a Customer fail to switch to its alternate fuel when it is notified to do so because of equipment failure, the Customer must notify the Company within one hour of the failure, and provide proof within two days that the equipment has been repaired and is operable. If a Customer can demonstrate that it was unable to obtain and install the necessary equipment within two days, the Customer will have five more days to remedy the situation. The Customer will provide proof that it has installed the necessary equipment and that it is operable. If a Customer meets these criteria, amnesty for the violation will apply. If the Customer cannot obtain and/or install the necessary equipment within seven days, the equipment failure will be considered a violation. Only one grant of amnesty for an equipment violation will be allowed per winter season. Such grant of amnesty does not exempt the Customer from having to pay any applicable charges, including Unauthorized Use Charges or non-compliance Charges.

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COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 227.1
REVISION: 2
SUPERSEDING REVISION: 1

SERVICE CLASSIFICATION No. 6M - Continued

Unauthorized Use Charge:

Beginning two hours after a Company-initiated interruption and continuing for the duration of the interruption period, any gas consumed by a Customer in excess of two therms per hour without the express written authorization of the Company will be subject to an additional per therm charge of either (i) two times the sum of the Market Price for natural gas delivered to the Company's city gate on the day of violation plus the transportation rate the Customer would be subject to if it were a transportation Customer, or (ii) nine times the applicable sales rate, whichever is higher, beginning two hours after the remote switchover was initiated. All charges are subject to all utility taxes and surcharges. *Market Price* is defined as the highest city gate delivered price of natural gas at Transco Zone 6 NY, Texas Eastern M3 or Iroquois Zone 2 on the days of interruption, as quoted by Platts' "Gas Daily" report. A limited exception to the foregoing will apply if the Customer's failure to interrupt during a Company initiated interruption is due to a failure of Company-owned equipment that is not attributable to Customer. In such event, the Unauthorized Use Charge will only apply if the Company notifies the Customer to switch to its alternate fuel manually and the Customer fails to do so. The Customer will be subject to the Unauthorized Use Charge if the Company becomes aware that the Customer failed to interrupt gas service because the Customer interfered with Company-owned equipment. In the event of consumption of gas during such periods, the Company will have the right to estimate the amount of such consumption for the purpose of imposing the additional charge. Such estimate may be based upon the average daily consumption during periods of authorized consumption or upon any other reasonable method including, but not limited to, the use of telemetering equipment.

Where a condition is experienced by the Customer that prevents the required switch over from gas, the Customer agrees to immediately notify the Company and to take immediate action to correct such condition, and to notify the Company when such condition has been corrected.

PSC NO: 12 GAS LEAF: 227.2
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2
INITIAL EFFECTIVE DATE: 02/01/12 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

SERVICE CLASSIFICATION No. 6M - Continued

Non-Compliance Charges for Equipment Failure and/or Inadequate Fuel on Hand:

Whenever the Company becomes aware that the Customer's equipment is incapable of switching to an alternate fuel and/or that the Customer does not have a reasonable amount of fuel on hand considering the time in the heating season, the Company will notify the Customer within forty-eight (48) hours that the violation must be corrected within ten (10) calendar days. It will be the responsibility of the Customer to contact the Company and provide proof that the violation has been corrected. Any such violation will not trigger penalties if the Customer has previously stipulated in writing that the Customer is willing and able to shut down during periods of interruption.

Customers that receive notice from the Company regarding inadequate standby fuel and/or equipment failure that fail to supply the Company with proof that the violation has been corrected will be subject to a non-compliance charge per therm equal to the greater of 130% of the No. 2 oil gas equivalent price (as published in the Journal of Commerce NY barge consumer No. 2 oil) or 130% of their otherwise applicable variable sales rate. For Customers taking Temperature Controlled Transportation service, the non-compliance charges will be 130% of the applicable month's posted Temperature Controlled Transportation Rate, SC 18-TC. Such non-compliance charge, which will be subject to all applicable utility taxes and surcharges, will be in lieu of the otherwise applicable variable rate and will be effective for the billing period during which non-compliance becomes known, and for any subsequent periods until the Customer provides the Company with satisfactory proof that the violation has been corrected. Customers subject to this higher variable rate continue to be subject to all terms and conditions of this Service Classification. If a Customer's action during a specific interruption results in both non-compliance and Unauthorized Use charges being warranted, only the Unauthorized Use charges will be billed.

Termination:

Notwithstanding any other provisions or requirements of this Service Classification, if a Customer fails to maintain the dual-fuel equipment or associated control devices, regardless of ownership, in proper working order; or interferes in any manner with the operation of such devices; or interferes with or hinders in any manner the Company's rights of access, metering and inspection; or otherwise violates any provision of this Service Classification, the Company will have the absolute right to terminate the gas service provided for hereunder. Any Customer terminated for non-compliance with this Service Classification will not be permitted to return to this Rate Schedule until the end of the following winter season.

Charge for Late Payment:

A late payment charge at the rate of one and one half percent (1½%) per month will be applied to the accounts of all Customers, except state agencies, taking service under this Service Classification. The charge will be applied to all amounts billed, including arrears, and unpaid late payment charge amounts applied to previous bills that are not received by the Company on or before the date specified on the bill. The date so specified will not be less than 20 days after the last day of each billing period. Service to state agencies will be rendered in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984, effective July 1, 1984). Notwithstanding the foregoing, the Company reserves the right to discontinue service and/or to take any other action permitted by law with respect to any Customer who fails to make full and timely payment of all amounts due the Company, including amounts due for late payment charges hereunder.

Issued by: Kenneth D. Daly, President, Brooklyn, NY

PSC NO: 12 GAS LEAF: 368
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 4
INITIAL EFFECTIVE DATE: 12/02/09 SUPERSEDING REVISION: 3
STAMPS: Issued in compliance with order in Case 06-G-1185 dated June 23, 2009

SERVICE CLASSIFICATION No. 18

NON-CORE TRANSPORTATION SERVICE

A. DEFINITIONS

Existing Non-Core Customer - A Non-Core Customer taking service under either Service Classification No. 5A, 6C, 6G, 6M, or Rate Schedules NCTS-5A, NCTS-6C, NCTS-6G or NCTS-6M.

Load Factor – The ratio of : 1) the average daily normalized annual consumption of the Seller’s Pool to 2) the estimated peak day consumption of the Seller’s Pool.

NCT Service Agreement – the agreement between the Company and Customer to provide service under this Service Classification, the form of which is included in this Schedule for Gas Service.

New Non-Core Customer - Any Non-Core Customer that is not an Existing Non-Core Customer.

Non-Core Customer - A customer that has energy alternatives and has installed dual-fuel equipment and back-up fuel adequate to meet the customer's needs. A Non-Core Customer is eligible for service under Service Classification Nos. 5A, 6C, 6G, 6M, NCTS-5A, NCTS-6C, NCTS-6G and NCTS-6M.

PSC NO: 12 GAS LEAF: 370
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 4
INITIAL EFFECTIVE DATE: 12/02/09 SUPERSEDING REVISION: 3
STAMPS: Issued in compliance with order in Case 06-G-1185 dated June 23, 2009

SERVICE CLASSIFICATION No. 18 - Continued

B. APPLICABLE TO USE OF TRANSPORTATION SERVICE FOR:

Any Existing Non-Core Customer who (1) qualifies for service metered at a single delivery point under the applicable Non-Core Transportation Service (NCT) rate schedule as described hereunder; and (2) meets the general terms and conditions for service provided for under the corresponding sales Service Classification as contained in this Schedule for Gas Service; and (3) can provide, to the Company's satisfaction, proof of gas supply providing clear and marketable title to gas adequate to meet the Customer's requirements as determined by the Company (see Special Provision), sufficient to provide transportation by the Company of natural gas meeting the quality specifications of this Schedule of Gas Service at a minimum annual quantity of 35,000 therms to the customer's delivery point; and (4) has contracted for direct delivery of such supplies to the Company; and (5) has entered into a mutually agreed upon Transportation Service Agreement, subject to the Special Provisions hereof. This service may be offered at the Company's option to any New Non-Core Customer provided such potential customer meets the other qualifications listed above. The minimum annual quantity requirement is not applicable to Existing Non-Core Customers or potential New Non-Core Customers who or which participate as part of a small customer aggregation pool, if (a) the total annual consumption of all Customers included in such pool is at least 50,000 therms, (b) the Company and the Seller supplying the pool have entered into an agreement regarding the terms and conditions of such aggregation program and the other terms and conditions of Service Classification No. 19 have been complied with in all respects.

The applicable Service Classifications for NCT service are as follows:

Rate NCTS-5A (On-System Large Volume Service Transportation
Available to customers who would otherwise qualify for sales service under Service
Classification No. 5A - On-System Large Volume Sales Service.

Rate NCTS-6C (Temperature Controlled Service Transportation - Commercial/Industrial)
Available to customers who would otherwise qualify for sales service under Service
Classification No. 6C - Temperature Controlled Service - Commercial/Industrial.

Issued by: Andrew F. Sloey, Senior Vice President, Brooklyn, New York

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 371
REVISION: 7
SUPERSEDING REVISION: 6

SERVICE CLASSIFICATION No. 18 - Continued

Rate NCTS-6G (Temperature Controlled Service Transportation - Governmental Agencies)
Available to Customers who would otherwise qualify for sales service under Service
Classification No. 6G - Temperature Controlled Service - Governmental Agencies.

Rate NCTS-6M (Temperature Controlled Service Transportation - Multi-Family Buildings)
Available to Customers who would otherwise qualify for sales service under Service
Classification No. 6M - Temperature Controlled Service - Multi-Family Buildings.

Annual System-Wide Test:

The Company will conduct an annual system-wide test of Customers' compliance under this Service Classification.

C. CHARACTER OF SERVICE

Interruptible or temperature controlled transportation, as determined by the Character of Service provisions of the sales service classification corresponding to the applicable NCTS rate classification indicated above, which provisions are incorporated herein by reference. Subject to the provisions of this Service Classification, the Company will transport natural gas, owned by the Customer that meets the quality specifications hereof from the Company's city gate points of receipt as described in the GTOP Manual to a specified delivery point on the Company's existing facilities at the Customer's point of service.

Service under this Service Classification Rate NCTS-5 and NCTS-6 is interruptible. In the event that the Company calls on peaking assets to supplement supply to meet high demand or for isolated distribution system reliability reasons in excess of four hours (other than for LNG plant idling or cooling or for system testing), or if the Company, at its sole discretion, determines that it is warranted to protect the reliability and safety of the system for firm Customers, the Company will interrupt service to Customers on this service classification. The Company will endeavor to provide notification (within two hours) of a scheduled interruption. Upon receipt of such notice, the Customer shall curtail or discontinue use of gas as instructed by the Company (see Special Provisions).

Service under this Service Classification Rate NCTS-6 will be interrupted as contained in the Service Classification No. 6 Temperature Controlled Sales Service.

The Company shall control the dispatch of gas received for transportation. Transportation service hereunder for New Non-Core Customers shall be available only upon a Company determination that its existing delivery capacity and facilities are adequate to supply the total estimated gas requirements of its Customers receiving service under sales service classifications and to Existing Core Transportation Customers taking service under Service Classification No. 17, and to provide the transportation service required for the term of service hereunder. The Company will not be obligated to expand its facilities or construct new facilities for New Non-Core Customers seeking such service.

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COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 08/01/09
STAMPS: Issued in compliance with order in Case 06-G-1185 dated June 23, 2009

LEAF: 372
REVISION: 2
SUPERSEDING REVISION: 1

SERVICE CLASSIFICATION No. 18 - Continued

D. NON-CORE TRANSPORTATION SERVICE RATES - MONTHLY BILLING

The Customer shall pay the following monthly charges for transportation service on the Company's delivery system hereunder, subject to the Special Pricing Provisions contained herein:

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COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 08/01/09
STAMPS: Issued in compliance with order in Case 06-G-1185 dated June 23, 2009

LEAF: 373
REVISION: 4
SUPERSEDING REVISION: 3

SERVICE CLASSIFICATION No. 18 - Continued

1. NCTS-5A - On-System Large Volume Transportation Service

Rate Schedule 1:

On-System Transportation Charges:

These charges are applicable to the quantity of gas delivered by the Company to the Customer for Transportation Service and will be contained on the Statement of Non-Core Transportation Charges.

The Company reserves the right to revise the posted price in any given month on one day's notice to the customer (which may be by telephone, telegraph or other means of providing notice) to reflect changes in market conditions, such as the availability and price of pipeline transportation, alternate fuels, etc. All redeliveries under this Rate Schedule will be made at the meter of the Customer's facilities in the service territory.

Rate Schedule 2:

The rate for service under this service transportation will be set forth in the NCT Service Agreement negotiated between the Company and the Customer and appropriate contract addendum filed with the Public Service Commission. Negotiated contracts at similar overall terms shall be available to all similarly situated customers. The minimum rate charged must be sufficient to recover all incremental costs incurred to serve the customer and to provide a reasonable contribution to fixed costs. Redeliveries under this Rate Schedule may be made at either the meter of the Customer's facilities in the service territory or at a delivery point outside the Company's service territory, as agreed to by the Company and Customer.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 12/01/11
STAMPS: Issued in compliance with order in Case 11-G-0411 dated November 18, 2011

LEAF: 374
REVISION: 6
SUPERSEDING REVISION: 5

SERVICE CLASSIFICATION No. 18 – Continued

2. NCTS 6C and 6G - Temperature Controlled Transportation Service

Rate Schedule 1:

Customers whose annual weather normalized usage is less than 10,000 dth

A monthly charge equal to:

The first 10 therms or less: \$187.37

All over 10 therms: The net margin per therm, net of applicable taxes, which is computed by subtracting the Temperature Controlled cost of gas per therm, as explained on Leaf No. 74, from the monthly posted variable rate per therm in effect for the applicable service classification and consumption rate schedule for Temperature Controlled sales service, including a \$.046/therm demand charge.

Rate Schedule 2:

Customers whose annual weather normalized usage is equal to or greater than 10,000 dth

A monthly charge equal to:

The first 10 therms or less: \$292.32

All over 10 therms: The net margin per therm, net of applicable taxes, which is computed by subtracting the Temperature Controlled cost of gas per therm, as explained on Leaf No. 74 from the monthly posted variable rate per therm in effect for the applicable service classification and consumption rate schedule for Temperature Controlled sales service, including a \$.046/therm demand charge.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 12/01/11
STAMPS: Issued in compliance with order in Case 11-G-0411 dated November 18, 2011

LEAF: 375
REVISION: 5
SUPERSEDING REVISION: 4

SERVICE CLASSIFICATION No. 18 – Continued

3. NCTS 6M - Temperature Controlled Transportation Service

Rate Schedule 1:

Customers whose annual weather normalized usage is less than 3,500 dth

Rate Schedule 2:

Customers whose annual weather normalized usage is equal to 3,500 but not greater than 8,999 dth

A monthly charge equal to:

The first 10 therms or less: \$187.37

All over 10 therms: The net margin per therm, net of applicable taxes, which is computed by subtracting the Temperature Controlled cost of gas per therm, as explained on Leaf No.76, from the monthly posted variable rate per therm in effect for the applicable service classification and consumption rate schedule for Temperature Controlled sales service, including a \$.046/therm demand charge.

Rate Schedule 3:

Customers whose annual weather normalized usage is equal to 9,000 dth but not greater than 25,999 dth

Rate Schedule 4:

Customers whose annual weather normalized usage is equal to or greater than 26,000 dth

A monthly charge equal to:

The first 10 therms or less: \$292.32

All over 10 therms: The net margin per therm, net of applicable taxes, which is computed by subtracting the Temperature Controlled cost of gas per therm, as explained on Leaf No. 76, from the monthly posted variable rate per therm in effect for the applicable service classification and consumption rate schedule for Temperature Controlled sales service, including a \$.046/therm demand charge.

4. Statement of Non-Core Transportation Charges

The Company will file with the Commission a Statement of Non-Core Transportation Charges, which will contain the following charges applicable to this Service Classification: Minimum Monthly Bill and Variable Monthly Rates for NCTS-6C, NCTS-6G, NCTS-6M and NCTS-5A prior to the date which it is proposed to become effective.

Issued by: Kenneth D. Daly, President, Brooklyn, New

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 12/02/09
STAMPS: Issued in compliance with order in Case 06-G-1185 dated June 23, 2009

LEAF: 376
REVISION: 4
SUPERSEDING REVISION: 3

SERVICE CLASSIFICATION No. 18 – Continued

E. SELLER CHARGES AND ADJUSTMENTS

In the event a customer is eligible to purchase his own gas supply and deliver it to the Company's city gate without the use of a Seller that is an ESCO or Marketer, the customer shall be considered to be his own Seller, and, as such, shall adhere to all provisions of the Seller Transportation Aggregation Service under Service Classification No. 19 with the exception of the Company's Mandatory Capacity Program as described on Leaf Nos. 406.3 through 408. Customer (i) shall be responsible for all charges set forth on the Statement of Seller Charges and Adjustments as described on Leaf Nos. 404 through 406 (ii) shall follow the Operations and Communications Provisions described on Leaf Nos. 408 and 409, and (iii) must adhere to the Special Provisions as described on Leaf Nos. 409 through 411.

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LEAF: 377

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 5

INITIAL EFFECTIVE DATE: 02/01/12

SUPERSEDING REVISION: 4

STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

SERVICE CLASSIFICATION No. 18 – Continued

F. Special Provisions

1. General - NCTS-6

- a. Unless otherwise expressly authorized by the Company in writing, the "alternate fuel" hereunder will be No. 2 fuel oil.
- b. The "Local Outside Temperature" for the purposes of a local switchover will be the temperature as measured outside of the Customer's premises.
- c. The "Central Park Temperature" for the purposes of a Company-initiated interruption will be the temperature measured at the Central Park Observatory.
- d. The "Designated Temperature(s)" will be the temperatures set annually prior to the winter season by the Company. The Company reserves the right to adjust this temperature setting, based on system needs, with a minimum forty-eight (48) hours notice to Customers. There will be a "Designated Interruption Temperature" when a Customer's equipment will be switched over to an alternate fuel and a "Designated Resumption Temperature" when the Customer's equipment may be switched back to natural gas. There may be different Designated Temperatures for Customers with fully automatic controls and Customers with semi-automatic controls.
- e. The Company reserves the right to install and operate such local and remote telemetering/control switching devices as may be necessary to allow for the immediate switchover between gas service and alternate fuel usage, as provided for under this Service Classification.
- f. The following Riders may be applied to this Service Classification:
Rider C - Area Development Rate
Rider D - Business Incentive Rate
- g. If at midday Central Park Temperatures are forecast by the National Weather Service for the following day to be equal to or below the Designated Interruption Temperature, the Company will endeavor to provide notification to Customers.
- h. In the event that the Company calls on peaking assets to supplement supply to meet high demand or for isolated distribution system reliability reasons in excess of four hours (other than for LNG plant idling or cooling or for system testing), or if the Company, at its sole discretion, determines that it is warranted to protect the reliability and safety of the system for firm Customers, the Company will interrupt service to Customers on this service classification. The Company will endeavor to provide notification (within two hours) of a scheduled interruption. Upon receipt of such notice, the Customer shall curtail or discontinue use of gas as instructed by the Company (see Special Provisions).

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LEAF: 378
REVISION: 6
SUPERSEDING REVISION: 5

SERVICE CLASSIFICATION No. 18 – Continued

F. Special Provisions – NCTS-6 (continued)

2. Company Responsibility:

- a. The Company reserves the right to accept only such applications under this Service Classification as will, in the Company's sole judgment, permit it to dispose of the gas it has available for sale without requiring an unreasonable or uneconomic extension of facilities.
- b. Control devices, whether automatic or semi-automatic, will be set at the Designated Temperatures. The Company will notify Customers of the current Designated Temperatures prior to the start of each winter.
- c. The Company will be responsible for the maintenance of Company-owned equipment. This equipment is identified as the meter, the remote switchover and meter reading equipment, and all associated wiring and relays associated with that equipment.

F. 3. Customer Responsibility:

- a. It is understood and agreed that as a condition of service hereunder Customers are required to transfer their fuel supply from gas to an alternate fuel source when the Local Outside Temperature reaches the Designated Interruption Temperature or there is a Company-initiated interruption, whichever occurs first.
- b. Unless otherwise expressly authorized by the Company in writing, a supply of alternate fuel sufficient to meet the Customer's fuel consumption needs for a period of ten (10) days is the minimum required standby alternate fuel supply at the beginning of the heating season.
- c. Customer will at all times maintain dual-fuel equipment and a sufficient standby alternate fuel supply throughout the heating season in the event that transfer off of natural gas is required pursuant to this Service Classification.
- d. Such dual-fuel equipment and all associated control devices, the installation and the subsequent operation thereof will be subject to the Company's inspection and requirements.

PSC NO: 12 GAS
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INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 379
REVISION: 4
SUPERSEDING REVISION: 3

SERVICE CLASSIFICATION No. 18 – Continued

F. Special Provisions – NCTS-6 (continued)

3. Customer Responsibility:

- e. Customer agrees to be solely responsible for the service, maintenance, repair and upkeep of all Customer-owned equipment, including dual-fuel equipment and all associated control devices. The Customer will not be responsible to maintain or repair Company-owned equipment. In maintaining or repairing its own equipment, however, Customer will be responsible to avoid damage to or disconnection of Company-owned equipment and to notify Company immediately of any such event. Customers with semi-automatic equipment are responsible for maintaining an alarm notifying them that the Designated Interruption Temperature has been reached and that a switchover to an alternate fuel is necessary. The Company assumes no responsibility for the adequacy of standby facilities and will not be liable for any loss, damage or expense, direct or indirect that may be incurred by the Customer or others in connection with or as a result of any curtailment or discontinuance of gas service pursuant to this Rate Schedule.
- f. The Customer agrees to permit access by the Company's employees or representatives at any time to the Customer's premises for the purposes of (i) inspection and testing all dual-fuel equipment and associated control devices, (ii) the measurement and verification of dual-fuel consumption and (iii) any necessary maintenance or repair of Company-owned equipment.
- g. The Customer agrees that the Company may measure fuel consumption in any reasonable manner, including but not limited to automatic recording devices ("telemetry").
- h. If any control device fails to switch over to the alternate fuel when the Local Outside Temperature or the Central Park Temperature, whichever is first to do so, reaches the Designated Interruption Temperature, the Customer will immediately switch manually from the use of gas to the alternate fuel. No malfunction or failure of any control equipment or devices will excuse Customer from complying with this or any of its obligations under this Rate Schedule.

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INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 379.1
REVISION: 1
SUPERSEDING REVISION: 0

SERVICE CLASSIFICATION No. 18 – Continued

F. Special Provisions – NCTS-6 (continued)

3. Customer Responsibility: (continued)

- i Regardless of whether the Designated Interruption Temperature has been reached in any location, the Company may, at its discretion, exercised to preserve service to firm Customers, remotely switch over the Customer's equipment to an alternate fuel or, in the case of Customers with semi-automatic equipment, send an alarm to the Customer's premises instructing them to manually switch over their equipment. In such circumstances, Customer agrees to immediately manually switch from the use of gas to the alternate fuel at any time and the Customer will not switch back to gas until notified by the Company.
- j Customer will have responsible personnel available to receive and act upon notices from the Company 24 hours a day, 7 days a week, including holidays.

4. Company-Initiated Interruptions

Customers with Automatic Equipment

For Customers with automatic equipment, when the Company receives a report that the Central Park Temperature has reached the Designated Interruption Temperature, the Company will remotely switch over the Customers' equipment to an alternate fuel ("Company initiated interruption"). If there is a remote switch over (even if the Customer had already been switched over because the Local Outside Temperature had already reached the Designated Interruption Temperature), there will be a remote switch over of the Customers' equipment back to natural gas once the Central Park Temperature reaches the Designated Resumption Temperature. If there was no remote switch over and the Customer's equipment switched over because the Local Outside Temperature reached the Designated Interruption Temperature, the Customer's equipment will be switched back to natural gas once the Local Outside Temperature reaches the Designated Resumption Temperature.

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COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 379.2
REVISION: 1
SUPERSEDING REVISION: 0

SERVICE CLASSIFICATION No. 18 – Continued

F. Special Provisions – NCTS-6 (continued)
4. Company-Initiated Interruptions (continued)

Customers with Semi-Automatic Equipment

When the Company receives a report that the Central Park Temperature has reached the Designated Interruption Temperature for Customers with automatic equipment, the Company will remotely activate an alarm at the semi-automatic Customer sites notifying such Customers to manually switchover to an alternate fuel (“Company initiated interruption”). If the alarm was activated remotely, the Customer may manually switch back to natural gas once the Central Park Temperature reaches the Designated Resumption Temperature for Customers with semi-automatic equipment. If the Local Outside Temperature reached the Designated Interruption Temperature and the Designated Interruption Temperature had not been reached at Central Park, the Customer may manually switch back to natural gas once the Local Outside Temperature reaches the Designated Resumption Temperature.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 380
REVISION: 5
SUPERSEDING REVISION: 4

SERVICE CLASSIFICATION No. 18 – Continued

G. SPECIAL PROVISIONS for both NCTS 18-5A and NCTS 18-6

1. In no event shall the Company be obligated to incur any additional costs for additional facilities necessary to provide transportation and standby gas services hereunder. Nonetheless, in the event the Company elects to incur such costs, the costs of any additional facilities, including but not limited to any necessary telemetering equipment, that in the Company's sole judgment are required or must be incurred by the Company to provide transportation service, shall be the sole responsibility of the Customer, and shall be payable in full prior to the initiation of service hereunder.
2. Whenever the Customer's account with the Company becomes delinquent and/or the Customer has failed to deliver gas to the Company for the Customer's account, the Company shall have the right to request and the Customer, upon such request, shall provide the Company, for its review, copies of all contracts between the Customer and third parties providing for the purchase of pipeline capacity by such Customer. The Customer should redact all information deemed confidential, provided however, that all such contracts shall assure, in a manner satisfactory to the Company, reliable deliveries of sufficient quantities of gas for the Customer's account to meet the Customer's full hourly, daily or seasonal requirements for the term of service hereunder, unless otherwise agreed to in writing by the Company. The Company does not warrant the performance of such third parties under such contracts.
3. The Customer warrants that it will have good and marketable right and title to all gas he or 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 Customer 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.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
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STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 381
REVISION: 5
SUPERSEDING REVISION: 4

SERVICE CLASSIFICATION No. 18 – Continued

G. SPECIAL PROVISIONS for NCTS 18-5A and NCTS 18-6 – continued

4. Upon termination of service hereunder, the Customer may apply as a new applicant of the Company for gas service under the appropriate sales Service Classification as contained in the Company's Schedule for Gas Service, pursuant to the conditions for gas service contained therein.
5. All gas transported to the Company's point(s) of receipt for the Customer's account shall conform to all of the quality specifications set forth in 16NYCRR Part 229. The Company shall notify the Customer of any deficiencies in such quality specifications and may, at its option, refuse to accept delivery pending correction by the Customer.
6. Except as specified above, or in the Customer's NCT Service Agreement, all provisions of the sales Service Classification that would otherwise apply to services to the Customer are specifically incorporated herein and shall apply to the transportation, swing and standby services provided hereunder.
7. **A. Unauthorized Use Charge (NCTS18-5):**
Beginning two hours after a Company-initiated interruption and continuing for the duration of the interruption period, any gas consumed by a Customer in excess of two therms per hour without the express written authorization of the Company will be subject to an additional per therm charge of either (i) two times the sum of the Market Price for natural gas delivered to the Company's city gate on the day of violation plus the transportation rate the Customer would be subject to if it were a transportation Customer, or (ii) nine times the applicable sales rate, whichever is higher. All charges are subject to all utility taxes and surcharges. *Market Price* is defined as the highest city gate delivered price of natural gas at Transco Zone 6 NY, Texas Eastern M3 or Iroquois Zone 2 on the days of interruption, as quoted by Platts' "Gas Daily" report. In the event of consumption of gas during such periods the Company will have the right to estimate the amount of such consumption for the purpose of imposing the additional charge. Such estimate may be based upon the average daily consumption during periods of authorized consumption or upon any other reasonable method, including but not limited to the use of telemetering equipment.

Where a condition is experienced by the Customer that prevents the required switch over from gas, the Customer agrees to immediately notify the Company and to take immediate action to correct such condition, and to notify the Company when such condition has been corrected.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 381.1
REVISION: 3
SUPERSEDING REVISION: 2

SERVICE CLASSIFICATION No. 18 – Continued

G. SPECIAL PROVISIONS for NCTS 18-5A and NCTS 18-6 – continued

7. B. Unauthorized Use Charge (NCTS-6):

Beginning two hours after a Company-initiated interruption and continuing for the duration of the interruption period, any gas consumed by a Customer in excess of two therms per hour during periods that the Customer did not interrupt gas service during a Company initiated interruption without the express written authorization of the Company will be subject to an additional per therm charge of either (i) two times the sum of the Market Price for natural gas delivered to the Company's city gate on the day of violation plus the transportation rate the Customer would be subject to if it were a transportation Customer, or (ii) nine times the applicable sales rate, whichever is higher. All charges are subject to all utility taxes and surcharges. *Market Price* is defined as the highest city gate delivered price of natural gas at Transco Zone 6 NY, Texas Eastern M3 or Iroquois Zone 2 on the days of interruption, as quoted by Platts' "Gas Daily" report. A limited exception to the foregoing will apply if the Customer's failure to interrupt during a Company initiated interruption is due to a failure of Company-owned equipment that is not attributable to Customer. In such event, the Unauthorized Use Charge will only apply if the Customer fails to switch after the Company notifies the Customer to switch to its alternate fuel manually. The Customer will be subject to the Unauthorized Use Charge if the Company becomes aware that the Customer failed to interrupt gas service when required to do so because the Customer interfered with Company-owned equipment. In the event of consumption of gas during such periods, the Company will have the right to estimate the amount of such consumption for the purpose of imposing the additional charge. Such estimate may be based upon the average daily consumption during periods of authorized consumption or upon any other reasonable method including, but not limited to, the use of telemetering equipment.

Where a condition is experienced by the Customer that prevents the required switch over from gas, the Customer agrees to immediately notify the Company and to take immediate action to correct such condition, and to notify the Company when such condition has been corrected.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 381.1.1
REVISION: 1
SUPERSEDING REVISION: 0

SERVICE CLASSIFICATION No. 18 – Continued

G. SPECIAL PROVISIONS for NCTS 18-5A and NCTS 18-6 – continued

7.1 Non-Compliance Charges for Equipment Failure and/or Inadequate Fuel on Hand:

Whenever the Company becomes aware that the Customer's equipment is incapable of switching to an alternate fuel and/or that the Customer does not have a reasonable amount of fuel on hand considering the time in the heating season, the Company will notify the Customer within forty-eight (48) hours that the violation must be corrected within ten (10) calendar days. It will be the responsibility of the Customer to contact the Company and provide proof that the violation has been corrected. Any such this violation will not trigger penalties if the Customer has previously stipulated in writing that the Customer is willing and able to shut down during periods of interruption.

Customers that receive notice from the Company regarding inadequate standby fuel and/or equipment failure that fail to supply the Company with proof that the violation has been corrected will be subject to a non-compliance per therm charge equal to the greater of 130% of the No. 2 oil gas equivalent price (as published in the Journal of Commerce NY barge consumer No. 2 oil) or 130% of their otherwise applicable variable sales rate. For Customers taking Interruptible Transportation service, the non-compliance charges will be 130% of the applicable month's posted Interruptible Transportation Rate, SC 18-5 or SC 18-6, whichever is applicable. Such non-compliance charge, which will be subject to all applicable utility taxes and surcharges, will be in lieu of the otherwise applicable variable rate and will be effective for the billing period during which non-compliance becomes known, and for any subsequent periods until the Customer provides the Company with satisfactory proof that the violation has been corrected. Customers subject to this higher variable rate continue to be subject to all terms and conditions of this Service Classification. If a Customer's action during a specific interruption results in both non-compliance and Unauthorized Use charges being warranted, only the Unauthorized Use charges will be billed.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 381.2
REVISION: 3
SUPERSEDING REVISION: 2

SERVICE CLASSIFICATION No. 18 – Continued

G. SPECIAL PROVISIONS for NCTS 18-5A and NCTS 18-6 – continued

7.2 Customer Failure

For Customers taking service under NCTS-5, each time the Company becomes aware that a Customer has failed to interrupt gas service when it was notified to do so, except for the permitted two therms per hour, will be considered a separate violation of the requirements of this Service Classification. For Customers taking service under NCTS-6, each instance where a Customer fails to curtail gas consumption (in excess of two therms per hour) when there is a Company initiated interruption will be considered a separate violation of the requirements of this Service Classification, unless such failure is due to a failure of Company-owned equipment that is not attributable to the Customer. It will also be considered a violation if the Company becomes aware that the Customer interfered with the Company-owned equipment and such interference resulted in the Customer's failure to interrupt gas service. The Customer will be notified of each violation. For any two violations during a winter period (November through March), including any violation during the annual system-wide test the Customer will be notified that it has violated the requirements of the tariff and the following penalties will apply:

Any transportation Customer, effective as soon as practicable following the notice, will be transferred to the equivalent firm service classification unless (i) the Company has been notified in writing that the Customer has chosen to terminate gas service or (ii) the Customer has been notified that the company has determined in its sole discretion that it can not provide firm service to the Customer, and service will be terminated in thirty (30) days. Such Customers transferred to firm service are required to remain on firm service for the remainder of that winter season and through the end of the next winter season. Such Customers who have either elected to terminate service pursuant to (i), above or whose service has been terminated pursuant to (ii) above, may not return to service under this Rate Schedule for the remainder of that winter season and through the end of the next winter season. After that time, a Customer becomes eligible to re-apply for any non-firm service.

There is an amnesty clause available to Customers that experience an equipment failure. Should a Customer fail to switch to its alternate fuel when it is notified to do so because of equipment failure, the Customer must notify the Company within one hour of the failure, and provide proof within two days that the equipment has been repaired and is operable. If a Customer can demonstrate that it was unable to obtain and install the necessary equipment within two days, the Customer will have five more days to remedy the situation. The Customer will provide proof that it has installed the necessary equipment and that it is operable. If a Customer meets these criteria, amnesty for the violation will apply. If the Customer cannot obtain and/or install the necessary equipment within seven days, the equipment failure will be considered a violation. Only one grant of amnesty for an equipment violation will be allowed per winter season. Such grant of amnesty does not exempt the Customer from having to pay any applicable charges, including Unauthorized Use Charges or non-compliance Charges.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 382
REVISION: 5
SUPERSEDING REVISION: 4

SERVICE CLASSIFICATION No. 18 – Continued

G. SPECIAL PROVISIONS for NCTS 18-5A and NCTS 18-6 – continued

8. The Company shall not be obligated to enter into a NCT Service Agreement with any party unless such party satisfies the credit requirements prescribed by each of the Customer's Transporters and provides the Company with documentation from the Transporter of such party's compliance with the Transporter's credit requirements. In addition to satisfying the Transporter's credit requirements, a Customer may at any time be required by the Company to provide further financial assurances, such as providing a letter of credit or other acceptable security. Furthermore, Customer shall have any ongoing obligation to notify the Company immediately of any change in financial circumstances that may result in non-compliance with the Transporter's requirements. These standards will not apply to Customers taking an aggregated service. The Company may terminate the NCT Service Agreement and if such a change does result in non-compliance with a Transporter's requirements, or if the Customer fails to provide the financial assurance required by the Company.
9. Customers who do not have remote metering devices will have their meters read on their cycle billing dates. However, bills for service rendered under this Service Classification shall be rendered monthly. Off-cycle bills rendered to such Customers may be based on the Company's estimate of the Customer's usage.
10. The Company will provide NCT service only to Customers who enter into agreements with Sellers of gas who meet the following requirements:
 - a) If the Customer is a residential Customer:

The contract between the Customer and its Seller must contain specific language advising the Customer of protections that have been waived under the Home Energy Fair Practices Act and Part 11 of the Commission's Regulations, 16 NYCRR §§11.1 et seq. The Seller must file its standard contract with the staff of the Consumer Services Division of the Public Service Commission.

Issued by: Kenneth D. Daly, President, Brooklyn, New York

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 383
REVISION: 5
SUPERSEDING REVISION: 4

SERVICE CLASSIFICATION No. 18 – Continued

G. SPECIAL PROVISIONS for NCTS 18-5A and NCTS 18-6 – continued

The Seller that is an ESCO or Marketer must have an operational Customer complaint system and provide Customers with the Public Service Commission help and hotline numbers. The Seller must render bills that are clear and in plain language and submit sample copies of such bills to the Consumer Services Division of the Public Service Commission.

Sellers that are ESCOs or Marketers must have procedures in place to ensure that Customers receive adequate prior notice of termination of gas supply services. The procedures must provide that notifications be sent at least 15 days before the discontinuation of gas supply service to allow Customers the opportunity to pay the overdue bill or request service from another provider of gas.

b) If the Customer is a non-residential Customer:

The contract between the Customer and a Seller that is an ESCO or Marketer must contain a statement advising the Customer of protections that have been waived under the Commission's Regulations, 16 NYCRR§§13.1 et seq. The Seller that is an ESCO or Marketer must file its standard contract with the staff of the Consumer Services Division of the Public Service Commission.

The Seller that is an ESCO or Marketer must establish a reasonable Customer dispute resolution process. Until such time as a dispute resolution process is developed and put into effect (a period no greater than 6 months) Sellers shall allow Customers to approach the Consumer Services Division of the Public Service Commission for resolution of such disputes.

11. Any Customer receiving NCT service that wishes to return to sales service before the completion of the first year of Customer's NCT Service Agreement may apply for sales service like any other new applicant. If accepted as a sales service Customer by the Company, Customer shall be required to remain a sales service Customer for a minimum of one year.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 02/01/12
STAMPS: Issued in compliance with order in Case 11-G-0411 dated January 10, 2012

LEAF: 384
REVISION: 6
SUPERSEDING REVISION: 5

SERVICE CLASSIFICATION No. 18 – Continued

G. SPECIAL PROVISIONS for NCTS 18-5A and NCTS 18-6 – continued

12. The Company will permit Customers served under this service classification to trade City Gate imbalances with Customers served under S.C. Nos. 17 and 18, and with Sellers providing service to a Pool under S.C. No. 19 pursuant to Special Provision No 6. of Leaf No. 411.
13. New service agreements with power generators under this service classification must include the appropriate fees and charges of balancing and swing services. Existing service agreements with power generators under this service classification must also include these fees and charges when the agreement is renewed or reaches its evergreen anniversary.
14. Notwithstanding anything else herein, any charges for which Seller is responsible under Service classification No. 19 shall not be Customer's responsibility under this Service Classification No. 18 unless Customer is acting as his own Seller. In the event of any conflict between the terms and conditions of this Service Classification No. 18 and the terms and conditions of Service Classification No. 19, the terms and conditions of Service Classification No. 19 shall govern.

H. REVENUE TAX SURCHARGE

All rates and charges under this Service Classification, payable in the municipality where service is supplied, will be increased by a percentage equal in amount to the aggregate percentage rate of taxes imposed on the Company's revenues, pursuant to the provisions contained on General Information Leaf Nos. 90 through 93.

I. CHARGE FOR LATE PAYMENT:

Pursuant to provisions contained in General Information Leaf Nos. 41 and 42.

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 08/01/09
STAMPS: Issued in compliance with order in Case 06-G-1185 dated June 23, 2009

LEAF: 386
REVISION: 3
SUPERSEDING REVISION: 2

SERVICE CLASSIFICATION No. 18 – Continued

RESERVED FOR FUTURE USE

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 04/01/06
STAMPS: Issued in compliance with Order in C. 03-G-1392 dated November 23, 2005

LEAF: 427.1
REVISION: 3
SUPERSEDING REVISION: 2

SERVICE CLASSIFICATION NO. 20

NON-CORE TRANSPORTATION SERVICE FOR ELECTRIC GENERATION

DEFINITIONS

Actual Monthly ICOG - The actual monthly incremental cost of gas including demand charges incurred by the Company. The Actual Monthly ICOG will be included on the Statement of Unbundled Transportation Service Cash Out Charges filed with the Commission by the fourth business day of the following month.

Actual Value Added Charge - The Value Added Charges that the Customer would have been billed during the Effective Period if the Value Added Charge had been calculated based on the actual Spark Spreads during the Effective Period. The Actual Value Added Charge takes into account prior period Reconciliation Charges.

Annual Minimum Bill Obligation - The Annual Minimum Bill Obligation is defined in the Customer's Gas Transportation Agreement.

Annual Total Value Added Charge: The sum of the Monthly Total Value Added Charges for the twelve months in the Test Year, as adjusted by the Reconciliation Charge in the Calendar Year.

Base Year - The first full year of the operation of the NYISO starting December 1, 1999.

Base Year Spark Spread - The simple average of the Spark Spread for all 8,784 hours of the Base Year.

Calendar Year - January 1st - December 31st of the year prior to the first day of the Effective Period.

Customer's Heat Rate - The Heat Rate expressed in mmBtu/Mwh in the Heat Tier Level that applies to Customer's equipment.

Daily Commodity Cost of Gas - The Company's daily commodity cost per therm of gas delivered to the city gate from the Company's suppliers on such day. This cost will be determined by the Company and included on the Statement of Unbundled Transportation Service Cash Out Charges filed with the Commission by the fourth business day following the effective month.

Issued by John J. Bishar, Jr., Executive Vice President, General Counsel and Secretary,
Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 05/06/08
STAMPS: Issued in compliance with order in Case 06-G-1185 dated December 21, 2007

LEAF: 427.2
REVISION: 4
SUPERSEDING REVISION: 3

SERVICE CLASSIFICATION NO. 20 (Continued)

Daily Delivery Quantity - The total quantity of gas delivered to Customer after adjustment for lost and unaccounted for gas.

Daily ICOG - The daily incremental cost of gas will be determined for each day of the Effective Month and is the higher of 1) the Gas Daily Transco Zone 6 New York daily mid-point price; 2) the Gas Daily Texas Eastern M-3 daily mid-point price; 3) the Gas Daily Iroquois Zone 2 daily mid-point price; 4) the highest daily 100% load factor priced gas (including both commodity and demand costs). This cost will be determined by the Company and included on the Statement of Unbundled Transportation Service Cash Out Charges filed with the Commission by the fourth business day of the following month.

Daily Market Gas Cost - The average Transco Zone 6 (NY) midpoint and high price for the day of the gas flow reported in Platt's *Gas Daily*.

Daily Nomination Quantity - The total quantity of gas Customer nominates and schedules for delivery or causes to be nominated and scheduled for delivery daily to the Company's city gate for transportation service anticipated under SC-20. The Daily Nomination Quantity, after adjustment for lost and unaccounted for gas, shall be equal to the Customer's expected Daily Delivery Quantity.

Effective Period - The Effective Period for the initial Value Added Charge is January 1, 2006 through April 30, 2007. Beginning 2007, the Effective Period is May 1st of each year through April 30th of the following year.

Fuel Cost of Generation – The applicable Daily Market Gas Cost multiplied by the Customer's Heat Rate expressed in \$/Mwh.

Heat Rate Tier Level – Depending on what technology the Customer's unit employs, there will be four different proxy heat rates:

- Tier 1 17.5 mmBTU/Mwh for older, simple cycle peaking units (i.e. those units that commenced operation prior to December 31, 1998)
- Tier 2 11.0 mmBTU/Mwh for Rankine Cycle steam units
- Tier 3 10.0 mmBTU/Mwh for new, simple cycle peaking units
- Tier 4 7.4 mmBTU/Mwh for combination cycle plants

Issued by John J. Bishar, Jr., Executive Vice President, General Counsel and Secretary,
Brooklyn, NY

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 04/01/06
STAMPS: Issued in compliance with Order in C. 03-G-1392 dated November 23, 2005

LEAF: 427.3
REVISION: 3
SUPERSEDING REVISION: 2

SERVICE CLASSIFICATION NO. 20 (Continued)

Market Electric Price – The average of the Real Time Electric Market Locational Based Marginal Pricing (LBMP) for the applicable hour and zone as reported on the NYISO website expressed in \$/Mwh.

Maximum Annual Quantity (MAQ) - The Customer's Maximum Daily Delivery Quantity times 335.

Maximum Daily Delivery Quantity (MDDQ) - The maximum quantity of gas that the Customer may nominate and deliver for his account on any day.

Monthly Average Commodity Cost of Gas - The Company's weighted average commodity cost per therm of gas delivered to the Company's city gate facilities by the Company's suppliers for the month. This cost will be determined by the Company and included on the Statement of Unbundled Transportation Service Cash Out Charges filed with the Commission by the fourth business day following the effective month.

Monthly Total Value Added Charge: The Monthly Total Value Added Charge is calculated as follows: The Base Year Spark Spread is subtracted from the Spark Spread for each hour of the Test Year. Five percent (5%) of this difference is divided by the Customer's Heat Rate and multiplied by the number of dekatherms delivered to the Customer during the same Test Year hour. The resulting products are summed for each month of the Test Year. If such monthly value is less than or equal to zero, the Monthly Total Value Added Charge for that month will be zero. If such monthly value is greater than zero, such monthly value is the Monthly Total Value Added Charge for that month.

NYISO - The New York Independent System Operator.

Reconciliation Charge: The Reconciliation Charge is an adjustment that will be made prospectively for any Value Added Charge over/under collected. This charge is the difference between the sum of the Value Added Charges billed to the Customer in the Calendar Year and the Customer's Actual Value Added Charge in the Calendar Year

Spark Spread – The difference between the Market Electric Price and the Fuel Cost of Generation expressed in \$/Mwh.

Test Year - For the Effective Period beginning January 1, 2006, the Test Year is December 1, 2004 through November 31, 2005. Thereafter, the Test Year will be the Calendar Year.

Transporter - A pipeline transporting gas to the Company for redelivery for Customer's account.

Issued by John J. Bishar, Jr., Executive Vice President, General Counsel and Secretary,
Brooklyn, NY

PSC NO: 12 GAS LEAF: 427.4
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 5
INITIAL EFFECTIVE DATE: 11/01/05 SUPERSEDING REVISION: 4
STAMPS: Issued in compliance with order in Case 00-G-0996 dated October 31, 2001

SERVICE CLASSIFICATION NO. 20 (Continued)

APPLICABLE TO USE OF TRANSPORTATION SERVICE FOR:

Any dual-fuel electric generator having capacity of at least fifty (50) Megawatts applying on or after May 18, 1999 for natural gas transportation service for their electric generation equipment for a term of (5) years is eligible. This Service Classification does not apply to electric generation customers receiving service prior to May 18, 1999 during the term of such customers' existing contracts. Natural gas transportation service for any requirement other than electric generation, such as ignition gas, space heating, etc, whether or not separately metered, does not qualify for service under this Service Classification.

To obtain service under this Service Classification, Customer must follow procedures for processing requests from electric generators for gas transportation service, which appear on Leaf Nos. 427.17 - 427.21. In addition, Customer must enter into a service agreement with the Company, the form of which appears on Leaf Nos. 427.22-427.27. Any Customer that qualifies for service under this Service Classification may take service under Rate Schedule 1. In addition, the Company may, at its option, enter into individually negotiated service arrangements with Customer under Rate Schedule 2, provided that negotiated contracts on similar overall terms shall be available to similarly situated customers. Customers contracting for interruptible service must have complete standby fuel and equipment available at the beginning of the winter season to withstand interruptions of gas service for at least five days. This requirement applies to human needs Customers that use distillate or non-distillate oil as their alternate fuel, and to other Customers that are unwilling and/or unable to shut down during periods of gas service interruption. It will not apply if a non-human needs Customer stipulates in writing that the Customer is willing and able to shut down during periods of interruption.

Any Customer subject to the standby fuel requirement that has not supplied the Company with the required proof will be charged a variable rate for interruptible gas service equal to the greater of 130% of the No. 2 oil gas equivalent price (as published in the Journal of Commerce) or 130% of the Customer's otherwise applicable variable sales rate, whichever is higher. Such variable rate will be in lieu of the Customer's otherwise applicable variable rate and will be effective commencing with the billing period in which non-compliance becomes known, and will continue in effect until the Customer provides the Company with satisfactory proof that the violation has been corrected. Such variable rate will be subject to all applicable utility taxes and surcharges. Consumers subject to this higher variable rate will continue to be subject to all terms and conditions of this Service Classification, including any applicable additional charges for gas consumed in violation of this Service Classification without the express written authorization of the Company.

Issued by John J. Bishar, Jr., Senior Vice President, General Counsel and Secretary,
Brooklyn, NY

PSC NO: 12 GAS LEAF: 427.5
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 0
INITIAL EFFECTIVE DATE: 05/18/99 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Commission Order in C.98-G-0122 dated 3/16/99

SERVICE CLASSIFICATION NO. 20 (Continued)

CHARACTER OF SERVICE

For Customers taking service under Rate Schedule 1, service may be interrupted at the Company's discretion for up to 30 days during the calendar year. The Company may require a higher degree of interruptibility from the Customer in cases where the Company determines that the Customer's requirements cannot be served by the Company for up to 335 days. For Customers taking service under Rate Schedule 2, service may be firm or interruptible, as mutually agreed upon by the Customer and the Company. Subject to the provisions of this Service Classification, the Company will transport natural gas, owned by the Customer, that meets the quality specifications hereof from a mutually agreed upon existing point for direct receipt by the Company of pipeline supplies, to a specified delivery point on the Company's existing facilities at the Customer's point of service.

The Company shall control the dispatch of gas received for transportation. Transportation service hereunder shall be available only upon a Company determination that its existing delivery capacity and facilities are adequate to (i) supply the total estimated gas requirements of its customers receiving service under sales service classifications and core transportation service classifications, and (ii) provide the transportation service required for the term of service hereunder. The Company will not be obligated to expand its facilities or construct new facilities for potential customers seeking service under this Service Classification.

Customer shall be obligated to provide the Company with daily nominations to the Company's city gate for transportation service anticipated under this Service Classification. Such nominations shall take into consideration the Company Lost and Unaccounted for factor. The Customer shall be obligated to deliver its Daily Nomination Quantity unless modified by the Customer pursuant to the terms of this Service Classification. In any event, the Company shall not be required to accept deliveries of gas in excess of the Customer's MDDQ. The Customer's MDDQ shall be set forth in the Customer's Service Agreement.

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

PSC NO: 12 GAS LEAF: 427.6
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 0
INITIAL EFFECTIVE DATE: 05/18/99 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Commission Order in C.98-G-0122 dated 3/16/99

SERVICE CLASSIFICATION NO. 20 (Continued)

TRANSPORTATION SERVICE RATES - MONTHLY BILLING

Rate Schedule 1:

The Customer shall pay the following monthly charges for transportation service hereunder:

On-System Transportation Charge

On-System Transportation Charge is a unitized rate based upon the sum of the following:

- A. Contribution to Fixed Costs ----- \$0.10/dth
- B. Unitized Long Run Marginal Costs ----- \$0.10/dth

Annual Minimum Bill Obligation

Once service under this Service Classification commences, the Customer shall be responsible for an Annual Minimum Bill Obligation equal to 60% of the facility's MAQ, multiplied by all charges payable under this Service Classification, whether such quantity is actually transported. In determining whether the Customer has satisfied the Annual Minimum Bill Obligation, the Company shall give full credit for the quantities of natural gas purchased by the Customer as the result of a monthly cashout. The Company shall determine whether the Customer has satisfied the Annual Minimum Bill Obligation each year on the anniversary of the commencement of service. Any deficiency shall be billed to the Customer in the following month.

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

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 04/01/06
STAMPS: Issued in compliance with Order in C. 03-G-1392 dated November 23, 2005

LEAF: 427.7
REVISION: 4
SUPERSEDING REVISION: 3

SERVICE CLASSIFICATION NO. 20 (Continued)

Estimated Value Added Charge

The Estimated Value Added Charge is a unitized per dekatherm rate, derived from the increase from the Base Year Spark Spread to the Spark Spread in the Test Year. The Estimated Value Added Charge is applied to every dekatherm delivered by the Company to the Customer or the Customer's Annual Minimum Bill Obligation, whichever is greater, during the Effective Period.

The Estimated Value Added Charge for the Effective Period January 1, 2006 through April 30, 2007 equals the Annual Total Value Added Charge for the Test Year ending November 30, 2005 divided by the number of dekatherms the Company delivered to the Customer during the Test Year. If the Customer does not have twelve months of consumption data for the Test Year, that Customer will be assigned an Estimated Value Added Charge equal to the average of all the customers' Estimated Value Added Charges within the applicable heat rate tier level.

The Estimated Value Added Charge for all Effective Periods beginning May 1, 2007 will be based on the Total Value Added Charge for the Test Year, as adjusted for the Reconciliation Charge, divided by the number of dekatherms the Company delivered to the Customer during the Test Year.

Each year, beginning March 1, 2007, the Company will file the Estimated Value Added Charge to become effective May 1 of that year.

Value Added Charge

The Value Added Charge is a unitized per dekatherm rate, derived from the increase from the Base Year Spark Spread, adjusted for prior period Reconciliation Charges.

PSC NO: 12 GAS LEAF: 427.8
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 0
INITIAL EFFECTIVE DATE: 05/18/99 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Commission Order in C.98-G-0122 dated 3/16/99

SERVICE CLASSIFICATION NO. 20 (Continued)

Daily Balancing Charges:

The Company shall balance the Customer's account at the end of each day to zero including any lost and unaccounted for gas. This shall be done by comparing the Customer's deliveries for the day to the Customer's actual usage, including the provision for lost and unaccounted for gas, for that day.

The following provisions will apply:

- A. For imbalances where the quantities of natural gas delivered by the Customer are greater than the quantities of gas consumed by the Customers:
 - 1) for quantities of natural gas delivered by the Customer that exceed the quantities of natural gas consumed by the Customer by up to two percent (2%), the excess shall be purchased by the Company at the Daily Market Gas Cost;
 - 2) for quantities of natural gas delivered by the Customer that exceed the quantities of natural gas consumed by the Customer by more than two percent (2%) but no greater than ten percent (10%) , the excess shall be purchased by the Company at eighty percent (80%) of the Daily Market Gas Cost;
 - 3) for quantities of natural gas delivered by the Customer that exceed the quantities of natural gas consumed by the Customer by more than ten percent (10%) but no greater than fifteen percent (15%) , the excess shall be purchased by the Company at seventy percent (70%) of the Daily Market Gas Cost;
 - 4) for quantities of natural gas delivered by the Customer that exceed the quantities of natural gas consumed by the Customer by more than fifteen percent (15%) but no greater than twenty percent (20%) , the excess shall be purchased by the Company at sixty percent (60%) of the Daily Market Gas Cost;

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

PSC NO: 12 GAS LEAF: 427.9
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 0
INITIAL EFFECTIVE DATE: 05/18/99 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Commission Order in C.98-G-0122 dated 3/16/99

SERVICE CLASSIFICATION NO. 20 (Continued)

- 5) for quantities of natural gas delivered by the Customer that exceed the quantities of natural gas consumed by the customer by more than twenty percent (20%), the excess shall be purchased by the Company at fifty percent (50%) of the Daily Market Gas Cost;
- B. For imbalances where the quantities of natural gas consumed by the Customer are greater than the quantities of gas delivered by the Customer:
 - 1) for quantities of natural gas consumed by the Customer that exceed the quantities of natural gas delivered by the Customer by up to two percent (2%), the excess shall be purchased by the Customer at the Company's Daily ICOG;
 - 2) for quantities of natural gas consumed by the Customer that exceed the quantities of natural gas delivered by the Customer by more than two percent (2%) but no greater than ten percent (10%) , the excess shall be purchased by the Customer at one hundred twenty percent (120%) of the Company's Daily ICOG;
 - 3) for quantities of natural gas consumed by the Customer that exceed the quantities of natural gas delivered by the Customer by more than ten percent (10%) but no greater than fifteen percent (15%) , the excess shall be purchased by the Customer at one hundred thirty percent (130%) of the Company's Daily ICOG;
 - 4) for quantities of natural gas consumed by the Customer that exceed the quantities of natural gas delivered by the Customer by more than fifteen percent (15%) but no greater than twenty percent (20%) , the excess shall be purchased by the Customer at one hundred forty percent (140%) of the Company's Daily ICOG plus \$10/dth;

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

PSC NO: 12 GAS LEAF: 427.11
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 0
INITIAL EFFECTIVE DATE: 05/18/99 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Commission Order in C.98-G-0122 dated 3/16/99

SERVICE CLASSIFICATION NO. 20 (Continued)

Rate Schedule 2:

The rate for service under this Rate Schedule will be set forth in the service agreement negotiated between the Company and the Customer and filed with the Public Service Commission. Negotiated contracts at similar overall terms shall be available to all similarly situated customers. The minimum rate charged must be sufficient to recover all incremental costs incurred to serve the customer and provide a reasonable contribution to fixed costs and long run marginal costs. Depending upon the character of service provided, the rate may include one or more of the following components:

A. Minimum On-System Transportation Charge:

All customers receiving firm service will be required to pay a minimum on-system transportation charge commensurate with the level of service provided and guaranteed by the Company.

B. Annual Minimum Bill Obligation

The Company reserves the right to negotiate an Annual Minimum Bill Obligation as part of the contract between the Customer and Company.

C. Daily and/or Monthly Cashout Provisions

The negotiated contract between the Company and the Customer may include provisions for the daily and/or monthly balancing of transportation quantities expected against transportation quantities actually received.

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

PSC NO: 12 GAS LEAF: 427.12
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 0
INITIAL EFFECTIVE DATE: 05/18/99 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Commission Order in C.98-G-0122 dated 3/16/99

SERVICE CLASSIFICATION NO. 20 (Continued)

DETERMINATION OF ON-SYSTEM BILLING QUANTITY

For the purpose of computing the quantity of gas delivered to a Customer's delivery point, the quantity of gas delivered each month to the Company for the account of a Customer taking service under this Service Classification shall be reduced by 1% to provide for system use and losses within the Company's distribution system as specified in the Customer's Service Agreement. The Company reserves the right to petition the Public Service Commission for permission to change such percentage factor in the event it determines that a change is required to more accurately reflect system use and losses.

To assist in reconciling quantities of gas received for transportation each month, the Customer shall provide, or cause to be provided, to the Company a copy of the Transporter's monthly invoice showing the quantity in Dths of all gas delivered during the month to the Company for the Customer's account as soon as such invoice is available to allow for billing by the Company. Absent receipt of such invoice, the Company reserves the right to estimate the quantity of gas transported for billing purposes. Such estimate shall be made on the basis of available data, and any reconciliation to actual quantities delivered shall be made in the subsequent billing month.

Statement of Unbundled Transportation Service Cash Out Charges

Not less than four business days following the effective Month, the Company will file with the Commission a Statement of Unbundled Transportation Service Cash Out Charges, which statement will contain the following charges applicable to this Service Classification: Monthly Average Commodity Cost of Gas; Actual Monthly ICOG; Daily Commodity Cost of Gas and Daily ICOG.

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

PSC NO: 12 GAS LEAF: 427.15
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 2
INITIAL EFFECTIVE DATE: 01/05/10 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with order in Case 06-G-1185 dated June 23, 2009

SERVICE CLASSIFICATION NO. 20 (Continued)

- (e) Upon termination of service hereunder, the Customer may apply as a new applicant of the Company, for gas service under the appropriate sales Service Classification as contained in the Company's Schedule for Gas Service, pursuant to the conditions for gas service contained therein.
- (f) All gas transported to the Company's point(s) of receipt for the Customer's account shall conform to all of the quality specifications set forth in 16NYCRR Part 229. The Company shall notify the Customer of any deficiencies in such quality specifications and may, at its option, refuse to accept delivery pending correction by the Customer.
- (g) The Company shall not be obligated to enter into a Service Agreement with any party unless such party satisfies the credit requirements prescribed by each of the Customer's Transporters and provides the Company with documentation from the Transporter of such party's compliance with the Transporter's credit requirements. In addition to satisfying the Transporter's credit requirements, a Customer may at any time be required by the Company to provide further financial assurances, such as a letter of credit or other acceptable security. Furthermore, Customer shall have an ongoing obligation to notify the Company immediately of any change in financial circumstances that may result in non-compliance with the Transporter's requirements. The Company may terminate the Service Agreement and if such a change does result in non-compliance with a Transporter's requirements, or if the Customer fails to provide the financial assurance required by the Company.
- (h) New service agreements with power generators under this service classification must include the appropriate fees and charges of balancing and swing services. Existing service agreements with power generators under this service classification must also include these fees and charges when the agreement is renewed or reaches its evergreen anniversary.

PSC NO: 12 GAS LEAF: 427.16
COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 1
INITIAL EFFECTIVE DATE: 04/17/00 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with order in Case 97-G-1380 dated December 21, 1999.

SERVICE CLASSIFICATION NO. 20 (Continued)

Gas Delivery Nomination Procedures

The Gas Delivery Nomination Procedures for all transportation customers are described in the Company's Gas Transportation Operating Procedures Manual, Section IV and Section V, as filed with the Public Service Commission.

Communications Protocols

The Communications Protocols for all transportation customers are described in the Company's Gas Transportation Operating Procedures Manual, Section VII, as filed with the Public Service Commission.

OPERATIONAL FLOW ORDERS

The Company shall have the right to issue Operational Flow Orders (OFOS) in order to maintain system integrity or to ensure Company's continued ability to provide service to its firm customers.

The use and issuance of OFOS are set forth in the Company's Gas Transportation Operating Procedures Manual, Section VIII, as filed with the Public Service Commission.

CHARGE FOR LATE PAYMENT:

Pursuant to provisions contained in General Information Leaf No. 41.

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

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/99
STAMPS:

LEAF: 427.18
REVISION: 1
SUPERSEDING REVISION: 0

SERVICE CLASSIFICATION NO. 20 (Continued)

3.
 - A. If Customer is requesting service to a proposed electric generation facility, the Company shall advise Customer, within 45 calendar days of the receipt of a completed and executed service application, of (i) the estimated costs of measuring, regulation and communications equipment, gas main extension and system reinforcements, including service pipes and service connections, and other facilities necessary to provide the requested service (□necessary Facility□) and (ii) the estimated time required to perform such work.
 - B. If Customer accepts the Company□s estimates of costs and time for the Necessary Facilities, the Company will tender to Customer, within 14 days of Customer□s acceptance of such estimates, a gas transportation agreement reflecting the terms of service elected by Customer (e.g., nature of service (firm, interruptible), maximum daily quantity).
 - C. If Customer disputes either (i) the Company□s estimates of costs of time for the Necessary Facilities, or (ii) any term(s) or condition(s) of the proposed gas transportation agreement, the Company and Customer will negotiate in good faith to expeditiously resolve the dispute on an informal basis. If the Company and Customer cannot resolve the dispute informally, either may, at any time, implement the dispute resolution procedure set forth in Section II of this procedure.
4. Service will commence on the later of:
 - A. The commencement date set forth in the gas transportation agreement,
 - B. The satisfaction of any conditions precedent in the gas transportation agreement, including, to the extent applicable, receipt of payment for any Necessary Facilities and approval of Customer□s credit and/or receipt of any required deposit, and
 - C. For a new facility, the date on which any Necessary Facilities are ready for service.

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

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/99
STAMPS:

LEAF: 427.19
REVISION: 1
SUPERSEDING REVISION: 0

SERVICE CLASSIFICATION NO. 20 (Continued)

II. Dispute Resolution

The Company or Customer may elect to use the following process to address any dispute or complaint regarding Company's processing of Customer's application for transportation service. The parties may also pursue other legal mechanisms to address complaints and disputes including the Commission's formal complaint proceeding.

- A. The Company or Customer may initiate the dispute resolution process by presenting a written description of the dispute/complaint, and a proposed resolution, to the other party, sent in a manner that will verify its receipt.
- B. The other party must, as soon as possible, but in no case more than 15 calendar days following receipt of the complaint, provide a written response to the complaining party, with an alternative resolution proposal if the complaining party's proposed resolution proposal is deemed unacceptable; or, with the results of any informal resolution that may have been reached with the other party prior to that date.
- C. If the initial exchange of written material (and perhaps verbal discussions) does not resolve the dispute, the complaining party may request a meeting(s) to discuss the matter further. The responding party must agree to such a meeting(s) to be held within 15 calendar days following the request.
- D. The parties may agree to use alternative dispute resolution techniques with mutually agreed-upon time frames that may differ from those defined in the dispute solution process.
- E. If a resolution is not obtained within 45 calendar days after the initial complaint letter, either party may file the complaint with the Department of Public Service for assistance in resolving the dispute.
- F. All correspondence or documents to be delivered from one party or another under this process must be sent in a manner that provides verification that it is received within the time periods specified by this dispute resolution process.

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

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/99
STAMPS:

LEAF: 427.20
REVISION: 1
SUPERSEDING REVISION: 0

SERVICE CLASSIFICATION NO. 20 (Continued)

APPLICATION FOR TRANSPORTATION SERVICE

Customer applying for this service must provide the Company with the following information:

1. Proposed in-service date of generation facility.
2. Site location, including location of proposed or existing POE (Point of Entry) of gas service.
3. Size of proposed or existing pipe at POE.
4. MAOP (Maximum Allowable Operating Pressure) of pipe at POE in psig.
5. Normal (typical) operating pressure required by plant at POE in psig.
6. Minimum allowable operating pressure required by plant at POE in psig.
7. Whether a compressor will be used (in order to provide over-pressure protection requirements to protect the transmission system), and the location, size in HP, inlet and outlet pressures, and throughput in dekatherms of the compressor.
8. Where metering and regulating equipment will be located or is currently located.
9. The distance from the POE to the metering and regulating equipment.
10. The distance from the POE to the burners.
11. Maximum hourly flow requirements in therms.

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

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/99
STAMPS:

LEAF: 427.21
REVISION: 1
SUPERSEDING REVISION: 0

SERVICE CLASSIFICATION NO. 20 (Continued)

APPLICATION FOR TRANSPORTATION SERVICE (Cont.)

12. Average hourly flow requirements in therms.
13. Minimum hourly flow requirements in therms.
14. Proposed use of gas for other than generator fuel, including required flow and pressure, estimated number of days of operating on gas, the maximum number of days that the plant can burn an alternate fuel according to EPA permits, and whether ignition gas is required to start boilers.
15. Whether firm or interruptible service is requested, and number of days of interruption (interruptible service requires dual-fuel capability).
16. Dual-fuel capability, including hourly rate, capacity, and time needed to switch to alternate fuel.
17. Maximum daily usage in therms.
18. Projected annual usage in therms.
19. Maximum hourly variability (i.e., maximum deviation from 1/24 of daily nomination).
20. Projected heat rate.
21. Proposed method of providing automatic shutdown in emergency.
22. Proposed citygate delivery point(s) of natural gas, if available; if delivery point is unknown, it will be assumed that gas will be delivered to the least optimum citygate for purposes of determining available system pressure.
23. Estimated monthly load factor.

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

PSC NO: 1 GAS LEAF: 75
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 7
INITIAL EFFECTIVE DATE: 09/02/10 SUPERSEDING REVISION: 6
STAMPS:

GENERAL INFORMATION

III. Adjustments of Rates and Charges (continued):

- B. Statement: The applicable revenue tax surcharges shall set forth on statements filed with the Public Service Commission and are subject to adjustment whenever the state, city or village levies a new tax on the company's gross revenues, repeals such a tax, or changes the rate of such tax.
- .1 Filing Requirements and Applicability: Every such statement shall be filed not less than fifteen (15) business days before the date on which the statement is proposed to be effective, and no sooner than the date of the tax enactment to which the statement responds; shall become effective no sooner than the date when the tax enactment is filed with the Secretary of State; shall be applicable to bills subject to the tax enactment that are rendered on or after the effective date of the statement; and shall be canceled not more than five (5) business days after the tax enactment either ceases to be effective or is modified so as to reduce the tax rate.
- .2 Availability: Such statement will be available to the public at the company offices at which application for service may be made.
- C. Metropolitan Transportation Authority Surcharge: The rates and charges under all service classifications shall be increased by an additional percentage, after the Effective Aggregate Percentage has been applied to recover the tax expenses imposed by the Temporary Metropolitan Business Tax Surcharge, pursuant to Tax Law Section 186b and 186c.

The surcharge percentage shall be set forth on the Statement of Adjustment in Rates and Charges described in Section III.2B and shall remain in effect for a twelve (12) month period.

A new surcharge percentage shall be filed for each year the tax surcharge is applicable. The actual tax surcharge expense shall be reconciled with the revenues produced during each 12 month period and a reconciliation adjustment made in the last two (2) months, if necessary, of each 12 month period.

3--Applicable to Interruptible, Natural Gas Vehicle and Temperature-Controlled Service:

- A. Statement of Rates and Charges for Interruptible Service.
- .1 Filing and Other Conditions: The Statement of Rates and Charges for Interruptible Service shall commence with meter readings taken on and after the effective date of the Statement issued for the calendar month following the computation date and shall continue in effect until changed. A Statement will be filed with the Public Service Commission apart from this rate schedule not less than two business days prior to the date on which the statement is proposed to be effective. The Effective Rate may be revised at any time during the month as deemed appropriate by the Company. Where Customers are given at least 24 hours notice of such change, the level of the rate will be shown on a Statement filed with the Public Service Commission.
- .2 Effective Rate: The Company will, at its sole discretion, set the rate per therm at a level which is no less than the Company's Incremental Cost of Gas (Interruptible Floor Price).

PSC NO: 1 GAS LEAF: 149
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 6
INITIAL EFFECTIVE DATE: 11/01/11 SUPERSEDING REVISION: 4
STAMPS: Issued in compliance with order in Case No. 06-G-1186 dated 01/19/10

SERVICE CLASSIFICATION No. 7
Interruptible Transportation Service

Rate Code: 710 - Interruptible Transportation - Category A
710A - Interruptible Transportation - Category DSRS
711 - Interruptible Transportation - Category C
720 - Interruptible Transportation - Category B
721 - Interruptible Transportation - Category D

A. Availability and Applicability of Service:

Service for the interruptible transportation of Customer-owned natural gas by the Company under this Service Classification is available to a single large volume non-residential Customer than can demonstrate annual natural gas consumption of at least 5,000 DTHM at a single meter. Customers will agree to the following:

- (i) To only use gas delivered by the Company under this Service Classification in the equipment specified on Attachment A to the Interruptible Transportation Service Agreement;
- (ii) To discontinue the use of gas service furnished hereunder upon notice to the Customer by the Company as provided in Special Provision (c);
- (iii) To provide and maintain complete and adequate standby facilities except as may be permitted by the Company in its sole discretion because of the nature of the Customer's operations; and
- (iv) To keep available at all times sufficient standby fuel to maintain continuous plant operation during periods of discontinuance of service except as may be permitted by the Company in its sole discretion because of the nature of the Customer's operations.

Availability of such service shall be subject to the conditions set forth in the Special Provisions and Rule II.7B.

The provision of service under this Service Classification is conditioned on Customer signing an Interruptible Transportation Service Agreement which shall provide the conditions of delivery acceptable to the Company.

All customers taking service under this Service Classification with the exception of power generators can opt to be supplied by Sellers participating in either the Company's Monthly Balancing Program or Daily Balancing Program.

Customers that opt to be supplied by Sellers participating in the Daily Balancing Program must have Automatic Remote Meter equipment installed at their premises as well as a dedicated communication link that will allow the Company to access their meter readings periodically throughout the day. The customer is required to pay for the Automatic Remote Meter and dedicated communication link.

PSC NO: 1 GAS LEAF: 150
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 16
INITIAL EFFECTIVE DATE: 02/01/12 SUPERSEDING REVISION: 15
STAMPS: Issued in compliance with order in C, 11-G-0412 dated 01/10/12

SERVICE CLASSIFICATION No. 7
Interruptible Transportation Service (Continued)
(Rate Codes: 710, 711, 720, 721)

B. Character of Service:

Transportation service under this Service Classification shall be subject to reduction or interruption, and is conditioned upon the availability of capacity on Company facilities.

In the event that the Company calls on peaking assets to supplement supply to meet high demand or for isolated distribution system reliability reasons in excess of four hours (other than for LNG plant idling or cooling or for system testing), or if the Company, at its sole discretion, determines that it is warranted to protect the reliability and safety of the system for firm Customers, the Company will interrupt service to Customers on this service classification. The Company will endeavor to provide notification (within two hours) of a scheduled interruption. Upon receipt of such notice, the Customer shall curtail or discontinue use of gas as instructed by the Company (See Special Provisions).

In providing service under this Service Classification, the Company will transport and control the dispatch of the Customer-owned natural gas from the City Gate to the Customer's metered facilities.

Service under this Service Classification shall consist of transportation of natural gas of a Btu content of not less than 950 Btu per cubic foot (dry basis) on a monthly average, supplied at pressures within the limits prescribed by the Public Service Commission.

PSC NO: 1 GAS LEAF: 151
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 7
INITIAL EFFECTIVE DATE: 11/01/11 SUPERSEDING REVISION: 6
STAMPS: Issued in compliance with order in Case No. 06-G-1186 dated 01/19/10

SERVICE CLASSIFICATION No. 7
Interruptible Transportation Service (Continued)
(Rate Codes: 710, 710A, 711, 720, 721)

C. Rate Information:

The rate per meter per month will be the applicable posted Service Classification No. 4 rate less the TC floor price as defined on Leaf No. 75. These categories are defined as follows:

(Rate Code 710) - Category A : Customers who are exempt from the Petroleum Business Tax and whose annual thermal energy requirements are less than 100,000 dth;

(Rate Code 711) - Category C : Customers who are not exempt from the Petroleum Business Tax and whose annual thermal energy requirements are less than 55,000 dth;

(Rate Code 720) - Category B : Customers who are exempt from the Petroleum Business Tax and whose annual thermal energy requirements are equal to or greater than 100,000 dth;

(Rate Code 721) - Category D : Customers who are not exempt from the Petroleum Business Tax and whose annual thermal energy requirements are equal to or greater than 55,000 dth; and

(Rate Code 710A) - Category DSRS : Customers whose geographic location on the Company's distribution system prevents the Company from providing a higher level of service. Gas service under this Category will be interrupted first followed by the other categories under this Service Classification.

D. Minimum Use Charge:

The minimum use charge is \$1,580.40 per meter per year, exclusive of increase in rates and charges.

E. Heating Value Adjustment:

The volume of gas registered by the Customer's meter, in CCF, will be converted to therms as explained in Rule II.3G.

F. Increase in Rates and Charges:

The rates and charges set forth in this Service Classification including Minimum Charges are increased by the applicable percentage as explained in Section III.2 for service supplied within the municipality where the Customer is taking service.

G. Statement of Rates and Charges for Interruptible Service

The Company will file with the Commission a Statement of Rates and Charges for Interruptible Service which will set forth the Variable Monthly Rates applicable to this service classification prior to the date which it is proposed to become effective.

H. Seller Charges and Adjustments

In the event a customer is eligible to purchase his own gas supply and deliver it to the Company's city gate without the use of a Seller that is an ESCO or Marketer, the customer shall be considered to be a Direct Customer and his own Seller, and, as such, shall adhere to all provisions of the Seller Service under Service Classification No. 8 with the exception of the Company's Mandatory Capacity Program as described on Leaf Nos. 159.1 through 159.4.

I. Terms of Payment:

The Customer shall pay the balance due in cash or its equivalent on receiving the bill, or be subject to late payment charge in accordance with provisions of Rule II.3E.2.

Issued by: David B. Doxsee, Chief Financial Officer and Treasurer, Hicksville, NY

PSC NO: 1 GAS LEAF: 152
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 10
INITIAL EFFECTIVE DATE: 12/01/11 SUPERSEDING REVISION: 9
STAMPS: Issued in compliance with order in Case 11-G-0412 dated 11/18/11

SERVICE CLASSIFICATION No. 7
Interruptible Transportation Service (Continued)
(Rate Codes: 710, 710A, 711, 720, 721)

J. Term:

Unless otherwise reflected, service under this Service Classification will be for a period of one year from the date of commencement of service and thereafter until terminated by either party. The service agreement is terminable by either party after one year from the commencement of service on six months' written notice to the other, or terminable in the manner provided by law and the rules and regulation set forth in the Company's Rate Schedule, on file with the Public Service Commission.

K. Availability of Firm Sales Service:

A Customer that wishes to transfer to firm sales service under Service Classification Nos. 1, 2, 3, 15, 16, and 17 may do so if the Company deems such service to be generally available to new service applicants.

L. Individually Negotiated Service:

Notwithstanding any provision contained in this Service Classification, the Company maintains the right to individually negotiate service agreements for the provision of interruptible transportation service.

M. Special Provisions:

- (a) Distribution Facilities Allowances: Applicants will be furnished service when, in the Company's judgment, there is sufficient capacity and facilities available for the service requested after taking into consideration the requirements of firm Customers and all Company uses and obligations.

If an applicant requests and is approved for gas service as an interruptible Customer, the Company will furnish, place and construct all mains, service lines, service connections and appurtenant facilities necessary to render the service requested. The applicant, prior to construction, must either 1) pay the estimated cost of these facilities in full, or 2) pay the estimated cost of these facilities less the Company's contribution as determined by a revenue test described below in subsection a(i) and sign the Interruptible Transportation Service Agreement, thus agreeing to be subject to the terms therein.

- (a) i) The Company's contribution will be equal to an estimate of natural gas deliveries for the first twenty-four months of service multiplied by the three month average Transportation Rate shown on Statement of Rates and Charges for Interruptible Service and in effect on the date of the service agreement.

PSC NO: 1 GAS LEAF: 153
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 5
INITIAL EFFECTIVE DATE: 12/01/11 SUPERSEDING REVISION: 4
STAMPS: Issued in compliance with Order in Case 11-G-0412 dated 11/18/11

SERVICE CLASSIFICATION No. 7
Interruptible Transportation Service (Continued)
(Rate Codes: 710, 710A, 711, 720, 721)

Special Provisions (continued):

- (a) (ii) An Applicant who selects the revenue test option in subsection (a) (2) must deliver to the Company, prior to the commencement of construction of any facilities, a surety bond or other security satisfactory to "National Grid" equal to the Company's contribution, which will be canceled whenever the total transportation net-of-tax revenue, and Adjusted Gas Revenue from supplemental service, are equal to or exceed the Company's contribution. If, within a five year period, the Customer's total revenue described above is less than the Company's contribution, the Customer shall forfeit that portion of the surety bond equal to the difference between the Company's contribution and the total revenue described above. The Company's contribution will include any adjustments in (a) (iii) below.
- (a) (iii) If, after twenty-four months of service, the actual transportation revenue, and Adjusted Gas Revenue from supplemental service exceed the amount estimated in subsection (a) (i) above, the Customer will be reimbursed the revenue that exceeds the amount estimated in (a) (i).
- (a) (iv) Whenever a new Customer is connected to a main extension for which the Company received Customer contribution(s) within the previous five years, the new Customer shall pay a share of the facilities costs. The original Customer(s) who contributed to the main extension will be entitled to a refund. The refund shall be reasonably allocated among the original Customer(s) in proportion to the length of main used by each served from the main extension, taking into account that portion of facilities which the Company is providing without charge based on the transportation revenues, and adjusted gas revenues from supplemental service from all interruptible Customers or required to provide without charge to each firm Customer, and the share of facilities cost from the new Customer. Whenever more than one Customer is connected to a main extension for which the Company receives Customer contribution(s), all Customer contributions shall be adjusted as to yield to the Company not more than the cost applicable to said extension from all Customers served from the main extension.
- (a) (v) The Applicant or the Company may apply to the Public Service Commission for a ruling as to the necessity for, or reasonableness of, any of the above requirements in a specific case.
- (b) Fuel Use and Loss Allowance: Charges for gas are applicable to quantities metered at the Customer's metered facilities. As an allowance for fuel use and losses incurred in the process of delivery between the City Gate and the Customer's metered facilities, the Customer shall deliver to the Company at its City Gate a quantity of gas grossed up for UFG.

PSC NO: 1 GAS LEAF: 154
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 10
INITIAL EFFECTIVE DATE: 12/01/11 SUPERSEDING REVISION: 9
STAMPS: Issued in compliance with Order in Case 11-G-0412 dated 11/18/11

SERVICE CLASSIFICATION No. 7
Interruptible Transportation Service (Continued)
(Rate Codes: 710, 710A, 711, 720, 721)

Special Provisions (continued):

- (c) Remote Reading Devices: A Customer is required to have a remote reading device installed for service under this Service Classification. Customers transferring from a firm service are required to pay, prior to the initiation of service, the cost of the remote device that exceeds the cost of a non-remote meter. A Customer must provide and maintain a dedicated telephone connection point within fifteen (15) feet of the remote reading device and bear all applicable telephone charges for communicating meter usage information to the Company.
- (d) Service Separately Metered: Service rendered hereunder shall be for a single Customer at a single location and is not available to subtractive metered accounts. Service provided under this Service Classification shall be separately metered and shall not be combined with service provided by the Company under any other Service Classification, except under Service Classification No. 4.
- (e) Reassignment of Gas: A Customer that takes service under this Service Classification must take delivery of the gas at its facilities and may not remeter (or submeter), resell, assign, or otherwise dispose of the Customer-owned gas to others for delivery at other facilities on the Company's system.
- (f) Customer's Obligations: Customers or Suppliers shall make all necessary arrangements, obtain all necessary regulatory approvals and be responsible for all costs including taxes to appropriate governmental entities for the acquisition and transportation of the Customer's gas supply.
- (g) Except as specified above, or in the Customer's Service Agreement, all provisions of the sales Service Classification that would otherwise apply to services to the Customer are specifically incorporated herein and shall apply to the transportation, swing and standby services provided hereunder.
- (h) Warranty of Title: Seller warrants that, at the time of delivery of gas to the Company, Seller or Customer will have good title to deliver all gas volumes made available.
- (i) Periodic Review of Distribution System Operating Constraints: The Company will review the operating constraints on its distribution system on a periodic basis. To the extent the Company finds, as a result of that review, that those constraints have changed, the Company will notify any affected Customers accordingly. If a DSRS Customer's location on the system has been upgraded, the Company will give the Customer the option of electing to receive service under one of the other categories in this service classification. If the location of any Customer receiving service under any of the other categories in this service classification has been downgraded to the point that the Customer's location is in a constrained area, the Company will immediately transfer the Customer to the DSRS category.

PSC NO: 1 GAS LEAF: 154.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 6
INITIAL EFFECTIVE DATE: 12/01/11 SUPERSEDING REVISION: 5
STAMPS: Issued in compliance with Order in Case 11-G-0412 dated 11/18/11

SERVICE CLASSIFICATION No. 7
Interruptible Transportation Service (Continued)
(Rate Codes: 710, 710A, 711, 720, 721)

Special Provisions (continued):

RESERVED FOR FUTURE USE

PSC NO: 1 GAS LEAF: 154.2
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 11
INITIAL EFFECTIVE DATE: 12/01/11 SUPERSEDING REVISION: 10
STAMPS: Issued in compliance with Order in Case 11-G-0412 dated 11/18/11

SERVICE CLASSIFICATION No. 7
Interruptible Transportation Service (Continued)
(Rate Codes: 710, 710A, 711, 720, 721)

Special Provisions (continued):

(j) New service agreements with power generators under this service classification must include the appropriate fees and charges of balancing and swing services. Existing service agreements with power generators under this service classification must also include these fees and charges when the agreement is renewed or reaches its evergreen anniversary.

(k) **Telemetering:** If there is a Company failure of telemetering equipment, the Company will waive the penalty imbalance charge for the period. If there is a Customer failure of telecommunications associated with the telemetering equipment, the Marketer will incur the normal imbalance charges. If there is an inactive telephone line, the customer will have eight (8) weeks to remedy. In the event of any equipment malfunctions, the previous day's actual read will be deemed to be the daily actual read until the situation is corrected. If the malfunction is due to customer reasons and is not remedied after eight (8) weeks, the Customer will be returned to the applicable sales service for a minimum of twelve (12) months. The Company shall not be liable for any inaccuracies in the consumption reported if they resulted from malfunctioning telemetering equipment, telephone line problems, Customer failure to maintain customer equipment or any other reason outside the control of the Company.

PSC NO: 1 GAS LEAF: 154.3
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 11/01/11 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with order in Case 06-G-1186 dated 01/19/10

SERVICE CLASSIFICATION No. 7
Interruptible Transportation Service (Continued)
(Rate Codes: 710, 710A, 711, 720, 721)

RESERVED FOR FUTURE USE

PSC NO: 1 GAS LEAF: 154.4
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 02/01/12 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with Order in C. 11-G-0412 dated 01/10/12

SERVICE CLASSIFICATION No. 7
Interruptible Transportation Service (Continued)
(Rate Codes: 710, 710A, 711, 720, 721)

Special Provisions (continued):

Annual System-Wide Test:

The Company will conduct an annual system-wide test of Customers' compliance served under this Service Classification.

Customer Failure:

Each time the Company becomes aware that a Customer has failed to interrupt gas service when it was notified to do so, except for the permitted two therms per hour, will be considered a separate violation of the requirements of this Service Classification. The Customer will be notified of each violation. For any two violations during a winter period (November through March), including any violation during the annual system-wide test the Customer will be notified that it has violated the requirements of the tariff and the following will apply:

For sales Customers, effective as soon as practicable but no later than the second billing period following notice of the second violation, and for transportation Customers, effective as soon as practicable following the notice, such Customers will be transferred to the equivalent firm service classification unless (i) the Company has been notified in writing that the Customer has chosen to terminate gas service or (ii) the Customer has been notified that the Company has determined in its sole discretion that it can not provide firm service to the Customer, and service will be terminated in thirty (30) days.

Such Customers transferred to firm service are required to remain on firm service for the remainder of that winter season and through the end of the next winter season. Such Customers who have either elected to terminate service pursuant to (i) above, or whose service has been terminated pursuant to (ii) above, may not return to service under this Rate Schedule for the remainder of that winter season and through the end of the next winter season. After that time, a Customer becomes eligible to re-apply for any non-firm service.

There is an amnesty clause available to Customers that experience an equipment failure. Should a Customer fail to switch to its alternate fuel when it is notified to do so because of equipment failure, the Customer must notify the Company within one hour of the failure, and provide proof within two days that the equipment has been repaired and is operable. If a Customer can demonstrate that it was unable to obtain and install the necessary equipment within two days, the Customer will have five more days to remedy the situation. The Customer will provide proof that it has installed the necessary equipment and that it is operable. If a Customer meets these criteria, amnesty for the violation will apply. If the Customer cannot obtain and/or install the necessary equipment within seven days, the equipment failure will be considered a violation. Only one grant of amnesty for an equipment violation will be allowed per winter season. Such grant of amnesty does not exempt the Customer from having to pay any applicable charges, including Unauthorized Use Charges or non-compliance Charges.

Issued by: William J. Akley, President, Hicksville, NY

PSC NO: 1 GAS LEAF: 154.5
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 02/01/12 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with Order in C. 11-G-0412 dated 01/10/12

SERVICE CLASSIFICATION No. 7
Interruptible Transportation Service (Continued)
(Rate Codes: 710, 710A, 711, 720, 721)

Special Provisions (continued):

Unauthorized Use Charge:

Beginning two hours after a Company-initiated interruption and continuing for the duration of the interruption period, any gas consumed by a Customer in excess of two therms per hour without the express written authorization of the Company will be subject to an additional per therm charge of either (i) two times the sum of the Market Price for natural gas delivered to the Company's city gate on the day of violation plus the transportation rate the Customer would be subject to if it were a transportation Customer, or (ii) nine times the applicable sales rate, whichever is higher. All charges are subject to all utility taxes and surcharges. *Market Price* is defined as the highest city gate delivered price of natural gas at Transco Zone 6 NY, Texas Eastern M3 or Iroquois Zone 2 on the days of interruption, as quoted by Platts' "Gas Daily" report. In the event of consumption of gas during such periods the Company will have the right to estimate the amount of such consumption for the purpose of imposing the additional charge. Such estimate may be based upon the average daily consumption during periods of authorized consumption or upon any other reasonable method, including but not limited to the use of telemetering equipment.

Where a condition is experienced by the Customer that prevents the required switch over from gas, the Customer agrees to immediately notify the Company and to take immediate action to correct such condition, and to notify the Company when such condition has been corrected.

Non-Compliance Charges for Equipment Failure and/or Inadequate Fuel on Hand:

Whenever the Company becomes aware that the Customer's equipment is incapable of switching to an alternate fuel and/or that the Customer does not have a reasonable amount of fuel on hand considering the time in the heating season, the Company will notify the Customer within forty-eight (48) hours that the violation must be corrected within ten (10) calendar days. It will be the responsibility of the Customer to contact the Company and provide proof that the violation has been corrected. Any such violation will not trigger penalties if the Customer has previously stipulated in writing that the Customer is willing and able to shut down during periods of interruption.

Customers that receive notice from the Company regarding inadequate standby fuel and/or equipment failure that fail to supply the Company with proof that the violation has been corrected will be subject to a non-compliance charge per therm equal to the greater of 130% of the No. 2 oil gas equivalent price (as published in the Journal of Commerce NY barge consumer No. 2 oil) or 130% of their otherwise applicable variable sales rate. For Customers taking Interruptible Transportation service, the non-compliance charges will be 130% of the applicable month's posted Interruptible Transportation Rate, SC 7. Such non-compliance charge, which will be subject to all applicable utility taxes and surcharges, will be in lieu of the otherwise applicable variable rate and will be effective for the billing period during which non-compliance becomes known, and for any subsequent periods until the Customer provides the Company with satisfactory proof that the violation has been corrected. Customers subject to this higher variable rate continue to be subject to all terms and conditions of this Service Classification. If a Customer's action during a specific interruption results in both non-compliance and Unauthorized Use charges being warranted, only the Unauthorized Use charges will be billed.

Issued by: William J. Akley, President, Hicksville, NY

PSC NO: 1 GAS LEAF: 154.6
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 12/01/11 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with Order in Case 11-G-0412 dated 11/18/11

SERVICE CLASSIFICATION No. 7
Interruptible Transportation Service (Continued)
(Rate Codes: 710, 710A, 711, 720, 721)

Special Provisions (continued):

New service agreements with power generators under this service classification must include the appropriate fees and charges of balancing and swing services. Existing service agreements with power generators under this service classification must also include these fees and charges when the agreement is renewed or reaches its evergreen anniversary.

Monthly Balancing Service is not available to service agreements with power generators.

Gas Delivery Nomination Procedures

The Gas Delivery Nomination Procedures for all transportation Customers are described in the Company's Gas Transportation Operating Procedures Manual, Section IV and Section V, as filed with the Public Service Commission.

Communications Protocols

The Communications Protocols for all transportation Customers are described in the Company's Gas Transportation Operating Procedures Manual, Section VII, as filed with the Public Service Commission.

Termination:

Notwithstanding any other provisions or requirements of this Service Classification, if a Customer fails to maintain the dual-fuel equipment or associated control devices in proper working order; or interferes in any manner with the operation of such devices; or interferes with or hinders in any manner the Company's rights of access, metering and inspection; or otherwise violates any provision of this Service Classification, the Company will have the absolute right to terminate the gas service provided for hereunder. Any Customer terminated for non-compliance with this Service Classification will not be permitted to return to this Rate Schedule until the end of the following winter season.

Charge for Late Payment:

A late payment charge at the rate of one and one half percent (1½%) per month will be applied to the accounts of all Customers, except state agencies, taking service under this Service Classification. The charge will be applied to all amounts billed, including arrears, and unpaid late payment charge amounts applied to previous bills that are not received by the Company on or before the date specified on the bill. The date so specified will not be less than 20 days after the last day of each billing period. Service to state agencies will be rendered in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984, effective July 1, 1984). Notwithstanding the foregoing, the Company reserves the right to discontinue service and/or to take any other action permitted by law with respect to any Customer who fails to make full and timely payment of all amounts due the Company, including amounts due for late payment charges hereunder.

PSC NO: 1 GAS LEAF: 77
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 6
INITIAL EFFECTIVE DATE: 09/02/10 SUPERSEDING REVISION: 5
STAMPS:

GENERAL INFORMATION

III. Adjustments of Rates and Charges (continued):

3--Applicable to Interruptible, Natural Gas Vehicle and Temperature-Controlled Service (continued):

C. Statement of Rates and Charges for Temperature-Controlled Service.

- .1 Filing and Other Conditions: The Statement of Rates and Charges for Temperature Controlled Service shall commence with meter readings taken on and after the effective date of the Statement issued for the calendar month following the computation date and shall continue in effect until changed. A Statement will be filed with the Public Service Commission apart from this rate schedule not less than two business days prior to the date on which the statement is proposed to be effective. The Effective Rate may be revised at any time during the month as deemed appropriate by the Company.

Where Customers are given at least 24 hours notice of such change, the level of the rate will be shown on a Statement filed with the Public Service Commission.

- .2 Effective Rate: The Company will, at its sole discretion, set the rate per therm at a level which is no less than the Company's Temperature Control (TC) Floor Price.

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 5
INITIAL EFFECTIVE DATE: 11/01/11 SUPERSEDING REVISION: 4
STAMPS: Issued in compliance with order in Case No. 06-G-1186 dated 01/19/10

SERVICE CLASSIFICATION No. 13
Temperature-Controlled Transportation Service

Rate Codes: Rate 1 - 730
Rate 2 - 731
Rate 3 - 732

A. Availability and Applicability of Service:

All non-residential purposes, including multi-dwelling, that exceed 2,000 Dth annually of customers-owned natural gas and for which the customer requires Transportation service. Customers with natural gas fueled equipment capable of using more than 100,000 Dth annually and with demonstrable alternatives, will be eligible for individually negotiated contracts. Customers will agree to the following:

- (i) To only use gas delivered by the Company under this Service Classification in the Equipment Specified in Attachment A to the Temperature Controlled Service Agreement.

Availability of such service shall be subject to the conditions set forth in the Special Provisions and Rule II.7B.

The provision of service under this Service Classification is conditioned on Customers signing a Temperature-Controlled Transportation Service Agreement which shall provide the conditions of delivery acceptable to the Company.

Customers taking service under this Service Classification can opt to be supplied by Sellers participating in either the Company's Daily Balancing Program or Monthly Balancing Program.

Customers that opt to be supplied by Sellers participating in the Daily Balancing Program must have Automatic Remote Meter equipment installed at their premises as well as a dedicated communication link that will allow the Company to access their meter readings periodically throughout the day. The customer is required to pay for the Automatic Remote Meter and dedicated communication link.

B. Character of Service:

Service under this Service Classification shall consist of transportation of natural gas of a BTU content of no less than 950 Btu per cubic foot (dry basis) on a monthly average, supplied at pressures within the limits prescribed by the Public Service Commission.

PSC NO: 1 GAS LEAF: 176
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 9
INITIAL EFFECTIVE DATE: 11/01/11 SUPERSEDING REVISION: 8
STAMPS: Issued in compliance with Order in Case 06-G-1186 dated 01/19/10

SERVICE CLASSIFICATION No. 13
Temperature-Controlled Transportation Service (Continued)
(Rate Codes: 730, 731, 732)

RESERVED FOR FUTURE USE

PSC NO: 1 GAS LEAF: 176.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 3
INITIAL EFFECTIVE DATE: 11/01/11 SUPERSEDING REVISION: 2
STAMPS: Issued in compliance with Order in Case 06-G-1186 dated 01/19/10

SERVICE CLASSIFICATION No. 13
Temperature-Controlled Transportation Service (Continued)
(Rate Codes: 730, 731, 732)

RESERVED FOR FUTURE USE

PSC NO: 1 GAS LEAF: 177
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 9
INITIAL EFFECTIVE DATE: 11/01/11 SUPERSEDING REVISION: 8
STAMPS: Issued in compliance with order in Case 06-G-1186 dated 01/19/10

**Service Classification No. 13
Temperature-Controlled Transportation Service (continued)
(Rate Codes: 730, 731, 732)**

C. Rate Information:

Rate 1 and Rate 2 (per meter, per month):

First 3 therms or less: \$154.00 (per meter, per month)

Excess of 3 therms: Is the applicable net margin per therm, net of applicable taxes, which is computed by subtracting the temperature control cost of gas from the excess three therm rate of Service Classification No. 12, Rate 1 and Rate 2.

Rate 3 (per meter, per month):

1. Available to any non-residential customer, including multi-dwelling, whose gas-fueled equipment is capable of using at least 100,000 Dth annually. The customer needs to demonstrate to the Company's satisfaction that it:
 - a. has fuel purchasing alternatives entitling it to a separately negotiated rate, and
 - b. has a direct or indirect controlling ownership interest in one or more buildings within the Company's service territory with a combined annual usage of natural gas of at least 100,000 Dth.
2. The rate for and other terms and conditions of service to customers qualifying under this rate will be set forth in a service agreement negotiated between the Company and the customer and will be filed with the Commission.
3. Negotiated service agreements at similar overall terms will be available to all similarly situated customers.
4. The minimum rate charged will recover all costs incurred to serve the customer including a reasonable contribution to fixed costs. The rate applicable to all customer will include:
 - a. a minimum monthly charge specified in the customer's service agreement, and
 - b. a commodity charge per therm for gas consumed.
5. Summaries of contract information will be available in Contract Addenda contained in this Tariff.

D. Minimum Monthly Charge:

Rate 1 and Rate 2

\$154.00 per meter, per month, exclusive of Increase in Rates and Charges.

Rate 3

The minimum monthly charge will be set forth in the individually negotiated contract and shall be subject to Increase in Rates and Charges.

Issued by: David B. Doxsee, Chief Financial Officer and Treasurer, Hicksville, NY

PSC NO: 1 GAS LEAF: 178
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 5
INITIAL EFFECTIVE DATE: 12/01/11 SUPERSEDING REVISION: 4
STAMPS: Issued in compliance with Order in Case 11-G-0412 dated 11/18/11

**Service Classification No. 13
Temperature-Controlled Transportation Service (continued)**

E. Heating Value Adjustment:

The volume of gas registered by the customer's meter, in 100 cu. Ft. will be converted to therms as explained in Rule II.3G.

F. Increase in Rates and Charges:

The rates and charges under this service classification including minimum charges are increased by the applicable percentage as explained in Section III.2 for service supplied within the municipality where the customer is taking service.

G. Seller Charges and Adjustments

In the event a customer is eligible to purchase his own gas supply and deliver it to the Company's city gate without the use of a Seller that is an ESCO or Marketer, the customer shall be considered to be his own Seller, and, as such, shall adhere to all provisions of the Seller Service under Service Classification No. 8 with the exception of the Company's Mandatory Capacity Program as described on Leaf Nos. 159.1 through 159.4

H. Terms of Payment:

The Customer shall pay the balance due in cash or its equivalent on receiving the bill, or be subject to late payment charge in accordance with provisions of Rule II.3E.2.

I. Term:

Unless otherwise reflected, service under this Service Classification will be for a period of one year from the date of commencement of service and thereafter until terminated by either party. The service agreement is terminable by either party after one year from the commencement of service on six months' written notice to the other, or terminable in the manner provided by law and the rules and regulation set forth in the Company's Rate Schedule, on file with the Public Service Commission.

PSC NO: 1 GAS LEAF: 179
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 9
INITIAL EFFECTIVE DATE: 02/01/12 SUPERSEDING REVISION: 8
STAMPS: Issued in compliance with Order in C. 11-G-0412 dated 01/10/12

Service Classification No. 13
Temperature-Controlled Transportation Service (continued)
(Rate Codes: 730, 731, 732)

J. Special Provisions:

1. Unless otherwise expressly authorized by the Company in writing, the "alternate fuel" hereunder will be No. 2 fuel oil.
2. The "Local Outside Temperature" for the purposes of a local switchover will be the temperature as measured outside of the Customer's premises.
3. The "Central Park Temperature" for the purposes of a Company-initiated interruption will be the temperature measured at the Central Park Observatory.
4. The "Designated Temperature(s)" will be the temperatures set annually prior to the winter season by the Company. The Company reserves the right to adjust this temperature setting, based on system needs, with a minimum forty-eight (48) hours notice to Customers. There will be a "Designated Interruption Temperature" when a Customer's equipment will be switched over to an alternate fuel and a "Designated Resumption Temperature" when the Customer's equipment may be switched back to natural gas. There may be different Designated Temperatures for Customers with fully automatic controls and Customers with semi-automatic controls.
5. The Company reserves the right to install and operate such local and remote telemetering/control switching devices as may be necessary to allow for the immediate switchover between gas service and alternate fuel usage, as provided for under this Service Classification.

PSC NO: 1 GAS LEAF: 180
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 7
INITIAL EFFECTIVE DATE: 02/01/12 SUPERSEDING REVISION: 6
STAMPS: Issued in compliance with Order in C. 11-G-0412 dated 01/10/12

**Service Classification No. 13
Temperature-Controlled Transportation Service (continued)**

Special Provisions (continued):

6. If at midday Central Park Temperatures are forecast by the National Weather Service for the following day to be equal to or below the Designated Interruption Temperature, the Company will endeavor to provide notification to Customers.

7. In the event that the Company calls on peaking assets to supplement supply to meet high demand or for isolated distribution system reliability reasons in excess of four hours (other than for LNG plant idling or cooling or for system testing), or if the Company, at its sole discretion, determines that it is warranted to protect the reliability and safety of the system for firm Customers, the Company will interrupt service to Customers on this service classification. The Company will endeavor to provide notification (within two hours) of a scheduled interruption. Upon receipt of such notice, the Customer shall curtail or discontinue use of gas as instructed by the Company (See Special Provisions).

8. **Telemetering:** If there is a Company failure of telemetering equipment, the Company will waive the penalty imbalance charge for the period. If there is a Customer failure of telecommunications associated with the telemetering equipment, the Marketer will incur the normal imbalance charges. If there is an inactive telephone line, the customer will have eight (8) weeks to remedy. In the event of any equipment malfunctions, the previous day's actual read will be deemed to be the daily actual read until the situation is corrected. If the malfunction is due to customer reasons and is not remedied after eight (8) weeks, the Customer will be returned to the applicable sales service for a minimum of twelve (12) months. The Company shall not be liable for any inaccuracies in the consumption reported if they resulted from malfunctioning telemetering equipment, telephone line problems, Customer failure to maintain customer equipment or any other reason outside the control of the Company.

Company Responsibility:

1. Gas Service will be supplied under this Service Classification only when and to the extent that the Company has capacity available at the time of application sufficient for the service requested and the Company, after supplying Customers taking continuous service, will have sufficient gas and capacity available to supply the applicant.

2. The Company reserves the right to accept only such applications under this Service Classification as will, in the Company's sole judgment, permit it to dispose of the gas it has available for sale without requiring an unreasonable or uneconomic extension of facilities.

3. Control devices, whether automatic or semi-automatic, will be set at the Designated Temperatures. The Company will notify Customers of the current Designated Temperatures prior to the start of each winter.

4. The Company will be responsible for the maintenance of Company-owned equipment. This equipment is identified as the meter, the remote switchover and meter reading equipment, and all associated wiring and relays associated with that equipment.

Customer Responsibility:

1. It is understood and agreed that as a condition of service hereunder Customers are required to transfer their fuel supply from gas to an alternate fuel source when the Local Outside Temperature reaches the Designated Interruption Temperature or there is a Company-initiated interruption, whichever occurs first.

2. Unless otherwise expressly authorized by the Company in writing, a supply of alternate fuel sufficient to meet the Customer's fuel consumption needs for a period of ten (10) days is the minimum required standby alternate fuel supply at the beginning of the heating season.

PSC NO: 1 GAS LEAF: 181
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 6
INITIAL EFFECTIVE DATE: 12/01/11 SUPERSEDING REVISION: 5
STAMPS: Issued in compliance with Order in Case 11-G-0412 dated 11/18/11

Service Classification No. 13
Temperature-Controlled Transportation Service (continued)

Special Provisions (continued):

3. Customer will at all times maintain dual-fuel equipment and a sufficient standby alternate fuel supply throughout the heating season in the event that transfer off of natural gas is required pursuant to this Service Classification.
4. Such dual-fuel equipment and all associated control devices, the installation and the subsequent operation thereof will be subject to the Company's inspection and requirements.
5. Customer agrees to be solely responsible for the service, maintenance, repair and upkeep of all Customer-owned equipment, including dual-fuel equipment and all associated control devices. The Customer will not be responsible to maintain or repair Company-owned equipment. In maintaining or repairing its own equipment, however, Customer will be responsible to avoid damage to or disconnection of Company-owned equipment and to notify Company immediately of any such event. Customers with semi-automatic equipment are responsible for maintaining an alarm notifying them that the Designated Interruption Temperature has been reached and that a switchover to an alternate fuel is necessary. The Company assumes no responsibility for the adequacy of standby facilities and will not be liable for any loss, damage or expense, direct or indirect that may be incurred by the Customer or others in connection with or as a result of any curtailment or discontinuance of gas service pursuant to this Rate Schedule.
6. The Customer agrees to permit access by the Company's employees or representatives at any time to the Customer's premises for the purposes of (i) inspection and testing all dual-fuel equipment and associated control devices, (ii) the measurement and verification of dual-fuel consumption and (iii) any necessary maintenance or repair of Company-owned equipment.
7. The Customer agrees that the Company may measure fuel consumption in any reasonable manner, including but not limited to automatic recording devices ("telemetering").
8. If any control device fails to switch over to the alternate fuel when the Local Outside Temperature or the Central Park Temperature, whichever is first to do so, reaches the Designated Interruption Temperature, the Customer will immediately switch manually from the use of gas to the alternate fuel. No malfunction or failure of any control equipment or devices, including such equipment or devices owned by the Company, will excuse Customer from complying with this or any of its obligations under this Rate Schedule.

PSC NO: 1 GAS LEAF: 182
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 15
INITIAL EFFECTIVE DATE: 02/01/12 SUPERSEDING REVISION: 14
STAMPS: Issued in compliance with Order in C. 11-G-0412 dated 01/10/12

**Service Classification No. 13
Temperature-Controlled Transportation Service (continued)
(Rate Codes: 730, 731, 732)**

Special Provisions (continued):

9. Regardless of whether the Designated Interruption Temperature has been reached in any location, the Company may, at its discretion, exercised to preserve service to firm Customers, remotely switch over the Customer's equipment to an alternate fuel or, in the case of Customers with semi-automatic equipment, send an alarm to the Customer's premises instructing them to manually switch over their equipment. In such circumstances, Customer agrees to immediately manually switch from the use of gas to the alternate fuel at any time and the Customer will not switch back to gas until notified by the Company.
10. Customer will have responsible personnel available to receive and act upon notices from the Company 24 hours a day, 7 days a week, including holidays.

Company-Initiated Interruptions

Customers with Automatic Equipment

For Customers with automatic equipment, when the Company receives a report that the Central Park Temperature has reached the Designated Interruption Temperature, the Company will remotely switch over the Customers' equipment to an alternate fuel ("Company initiated interruption"). If there is a remote switch over (even if the Customer had already been switched over because the Local Outside Temperature had already reached the Designated Interruption Temperature), there will be a remote switch over of the Customer's equipment back to natural gas once the Central Park Temperature reaches the Designated Resumption Temperature. If there was no remote switch over and the Customer's equipment switched over because the Local Outside Temperature reached the Designated Interruption Temperature, the Customer's equipment will be switched back to natural gas once the Local Outside Temperature reaches the Designated Resumption Temperature.

Customers with Semi-Automatic Equipment

When the Company receives a report that the Central Park Temperature has reached the Designated Interruption Temperature for Customers with automatic equipment, the Company will remotely activate an alarm at the semi-automatic Customer sites notifying such Customers to manually switchover to an alternate fuel ("Company initiated interruption"). If the alarm was activated remotely, the Customer may manually switch back to natural gas once the Central Park Temperature reaches the Designated Resumption Temperature for Customers with semi-automatic equipment. If the Local Outside Temperature reached the Designated Interruption Temperature and the Designated Interruption Temperature had not been reached at Central Park, the Customer may manually switch back to natural gas once the Local Outside Temperature reaches the Designated Resumption Temperature.

Issued by: William J. Akley, President, Hicksville, NY

PSC NO: 1 GAS LEAF: 183
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 12
INITIAL EFFECTIVE DATE: 02/01/12 SUPERSEDING REVISION: 11
STAMPS: Issued in compliance with Order in C. 11-G-0412 dated 01/10/12

Service Classification No. 13
Temperature-Controlled Transportation Service (continued)
(Rate Codes: 730, 731, 732)

Customer Failure:

Each instance where a Customer fails to curtail gas consumption (in excess of two therms per hour) when there is a Company initiated interruption will be considered a separate violation of the requirements of this Service Classification, unless such failure is due to a failure of Company-owned equipment that is not attributable to Customer. It will also be considered a violation if the Company becomes aware that the Customer interfered with the Company-owned equipment and such interference resulted in failure to interrupt gas service. The Customer will be notified of each violation. For any two violations during a winter period (November through March), including any violation during the annual system-wide test, the Customer will be notified that it has violated the requirements of the tariff and the following penalties will apply:

For sales Customers, effective as soon as practicable but no later than the second billing period following notice of the second violation, and for transportation Customers, effective as soon as practicable following the notice, such Customers will be transferred to the equivalent firm service classification unless (i) the Company has been notified in writing that the Customer has chosen to terminate gas service or (ii) the Customer has been notified that the Company has determined in its sole discretion that it can not provide firm service to the Customer, and service will be terminated in thirty (30) days. Such Customers transferred to firm service are required to remain on firm service for the remainder of that winter season and through the end of the next winter season. Such Customers who have either elected to terminate service pursuant to (i) above, or whose service has been terminated pursuant to (ii) above, may not return to service under this Rate Schedule for the remainder of that winter season and through the end of the next winter season. After that time, a Customer becomes eligible to re-apply for any non-firm service.

There is an amnesty clause available to Customers that experience an equipment failure. Should a Customer fail to switch when it is notified to do so because of equipment failure, the Customer must notify the Company within one hour of the failure, and provide proof within two days that the equipment has been repaired and is operable. If a Customer can demonstrate that it was unable to obtain and install the necessary equipment within two days, the Customer will have five more days to remedy the situation. The Customer will provide proof that it has installed the necessary equipment and that it is operable. If a Customer meets these criteria, amnesty for the violation caused by the failure of the Customer's equipment will apply. If the Customer cannot obtain and/or install the necessary equipment within seven days, the equipment failure will be considered a violation. Only one grant of amnesty for an equipment violation will be allowed per winter season. Such grant of amnesty does not exempt the Customer from having to pay any applicable charges, including Unauthorized Use Charges or Non-Compliance Charges.

Issued by: William J. Akley, President, Hicksville, NY

PSC NO: 1 GAS LEAF: 183.1
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 02/01/12 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with Order in C. 11-G-0412 dated 01/10/12

Service Classification No. 13
Temperature-Controlled Transportation Service (continued)
(Rate Codes: 730, 731, 732)

Annual System-Wide Test:

The Company will conduct an annual system-wide test of Customers' compliance served under this Service Classification.

Unauthorized Use Charge:

Beginning two hours after a Company-initiated interruption and continuing for the duration of the interruption period, any gas consumed by a Customer in excess of two therms per hour without the express written authorization of the Company will be subject to an additional per therm charge of either (i) two times the sum of the Market Price for natural gas delivered to the Company's city gate on the day of violation plus the transportation rate the Customer would be subject to if it were a transportation Customer, or (ii) nine times the applicable sales rate, whichever is higher. All charges are subject to all utility taxes and surcharges. *Market Price* is defined as the highest city gate delivered price of natural gas at Transco Zone 6 NY, Texas Eastern M3 or Iroquois Zone 2 on the days of interruption, as quoted by Platts' "Gas Daily" report. A limited exception to the foregoing will apply if the Customer's failure to interrupt during a Company initiated interruption is due to a failure of Company-owned equipment that is not attributable to Customer. In such event, the Unauthorized Use Charge will only apply if the Customer fails to switch after the Company notifies the Customer to switch to its alternate fuel manually. The Customer will be subject to the Unauthorized Use Charge if the Company becomes aware that the Customer failed to interrupt gas service when required to do so because the Customer interfered with Company-owned equipment. In the event of consumption of gas during such periods, the Company will have the right to estimate the amount of such consumption for the purpose of imposing the additional charge. Such estimate may be based upon the average daily consumption during periods of authorized consumption or upon any other reasonable method including, but not limited to, the use of telemetering equipment.

Where a condition is experienced by the Customer that prevents the required switch over from gas, the Customer agrees to immediately notify the Company and to take immediate action to correct such condition, and to notify the Company when such condition has been corrected.

PSC NO: 1 GAS LEAF: 183.2
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2
INITIAL EFFECTIVE DATE: 02/01/12 SUPERSEDING REVISION: 1
STAMPS: Issued in compliance with Order in C. 11-G-0412 dated 01/10/12

**Service Classification No. 13
Temperature-Controlled Transportation Service (continued)
(Rate Codes: 730, 731, 732)**

Non-Compliance Charges for Equipment Failure and/or Inadequate Fuel on Hand:
Whenever the Company becomes aware that the Customer's equipment is incapable of switching to an alternate fuel and/or that the Customer does not have a reasonable amount of fuel on hand considering the time in the heating season, the Company will notify the Customer within forty-eight (48) hours that the violation must be corrected within ten (10) calendar days. It will be the responsibility of the Customer to contact the Company and provide proof that the violation has been corrected. Any such violation will not trigger penalties if the Customer has previously stipulated in writing that the Customer is willing and able to shut down during periods of interruption.

Customers that receive notice from the Company regarding inadequate standby fuel and/or equipment failure that fail to supply the Company with proof that the violation has been corrected will be subject to a non-compliance charge per therm equal to the greater of 130% of the No. 2 oil gas equivalent price (as published in the Journal of Commerce NY barge consumer No. 2 oil) or 130% of their otherwise applicable variable sales rate. For Customers taking Temperature Controlled Transportation service, the non-compliance charges will be 130% of the applicable month's posted Temperature Controlled Transportation Rate, SC 18-TC. Such non-compliance charge, which will be subject to all applicable utility taxes and surcharges, will be in lieu of the otherwise applicable variable rate and will be effective for the billing period during which non-compliance becomes known, and for any subsequent periods until the Customer provides the Company with satisfactory proof that the violation has been corrected. Customers subject to this higher variable rate continue to be subject to all terms and conditions of this Service Classification. If a Customer's action during a specific interruption results in both non-compliance and Unauthorized Use charges being warranted, only the Unauthorized Use charges will be billed.

Termination:

Notwithstanding any other provisions or requirements of this Service Classification, if a Customer fails to maintain the dual-fuel equipment or associated control devices in proper working order; or interferes in any manner with the operation of such devices; or interferes with or hinders in any manner the Company's rights of access, metering and inspection; or otherwise violates any provision of this Service Classification, the Company will have the absolute right to terminate the gas service provided for hereunder. Any Customer terminated for non-compliance with this Service Classification will not be permitted to return to this Rate Schedule until the end of the following winter season.

Issued by: William J. Akley, President, Hicksville, NY

PSC NO: 1 GAS LEAF: 183.3
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 12/01/11 SUPERSEDING REVISION: 0
STAMPS: Issued in Compliance with Order in Case 11-G-0412 dated 11/18/11

Service Classification No. 13
Temperature-Controlled Transportation Service (continued)
(Rate Codes: 730, 731, 732)

Charge for Late Payment:

A late payment charge at the rate of one and one half percent (1½%) per month will be applied to the accounts of all Customers, except state agencies, taking service under this Service Classification. The charge will be applied to all amounts billed, including arrears, and unpaid late payment charge amounts applied to previous bills that are not received by the Company on or before the date specified on the bill. The date so specified will not be less than 20 days after the last day of each billing period. Service to state agencies will be rendered in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984, effective July 1, 1984). Notwithstanding the foregoing, the Company reserves the right to discontinue service and/or to take any other action permitted by law with respect to any Customer who fails to make full and timely payment of all amounts due the Company, including amounts due for late payment charges hereunder.

Gas Delivery Nomination Procedures

The Gas Delivery Nomination Procedures for all transportation Customers are described in the Company's Gas Transportation Operating Procedures Manual, Section IV and Section V, as filed with the Public Service Commission.

Communications Protocols

The Communications Protocols for all transportation Customers are described in the Company's Gas Transportation Operating Procedures Manual, Section VII, as filed with the Public Service Commission.

Issued by: William J. Akley, President, Hicksville, NY

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 4
INITIAL EFFECTIVE DATE: 01/05/10 SUPERSEDING REVISION: 3
STAMPS: Issued in compliance with order in Case 06-G-1186 dated 06/23/09

SERVICE CLASSIFICATION NO. 14

NON-CORE TRANSPORTATION SERVICE FOR ELECTRIC GENERATION

DEFINITIONS

Actual Monthly ICOG - The actual monthly incremental cost of gas including demand charges incurred by the Company.

Actual Value Added Charge - The Value Added Charges that the Customer would have been billed during the Effective Period if the Value Added Charge had been calculated based on the actual Spark Spreads during the Effective Period. The Actual Value Added Charge takes into account prior period Reconciliation Charges.

Annual Minimum Bill Obligation - The Annual Minimum Bill Obligation is defined in the Customer's Gas Transportation Agreement.

Annual Total Value Added Charge: The sum of the Monthly Total Value Added Charges for the twelve months in the Test Year, as adjusted by the Reconciliation Charge in the Calendar Year.

Base Year - The first full year of the operation of the NYISO starting December 1, 1999.

Base Year Spark Spread - The simple average of the Spark Spread for all 8,784 hours of the Base Year.

Calendar Year - January 1st - December 31st of the year prior to the first day of the Effective Period.

Customer's Heat Rate - The Heat Rate expressed in mmBtu/Mwh in the Heat Tier Level that applies to Customer's equipment.

Daily Commodity Cost of Gas - The Company's daily commodity cost per therm of gas delivered to the city gate from the Company's suppliers on such day.

Issued by: Nick Stavropoulos, Executive Vice President, Hicksville, NY

STAMPS: Issued in compliance with order in Case 06-G-1186 dated 06/23/09

SERVICE CLASSIFICATION NO. 14 (Continued)

Market Electric Price - The average of the Real Time Electric Market Locational Based Marginal Pricing (LBMP) for the applicable hour and zone as reported on the NYISO website expressed in \$/Mwh.

Maximum Annual Quantity (MAQ) - The Customer's Maximum Daily Delivery Quantity times 335.

Maximum Daily Delivery Quantity (MDDQ) - The maximum quantity of gas that the Customer may nominate and deliver for his account on any day.

Monthly Average Commodity Cost of Gas - The Company's weighted average commodity cost per therm of gas delivered to the Company's city gate facilities by the Company's suppliers for the month

Monthly Total Value Added Charge: The Monthly Total Value Added Charge is calculated as follows: The Base Year Spark Spread is subtracted from the Spark Spread for each hour of the Test Year. Five percent (5%) of this difference is divided by the Customer's Heat Rate and multiplied by the number of dekatherms delivered to the Customer during the same Test Year hour. The resulting products are summed for each month of the Test Year. If such monthly value is less than or equal to zero, the Monthly Total Value Added Charge for that month will be zero. If such monthly value is greater than zero, such monthly value is the Monthly Total Value Added Charge for that month.

NYISO - The New York Independent System Operator.

Reconciliation Charge: The Reconciliation Charge is an adjustment that will be made prospectively for any Value Added Charge over/under collected. This charge is the difference between the sum of the Value Added Charges billed to the Customer in the Calendar Year and the Customer's Actual Value Added Charge in the Calendar Year

Spark Spread - The difference between the Market Electric Price and the Fuel Cost of Generation expressed in \$/Mwh.

Test Year - For the Effective Period beginning January 1, 2006, the Test Year is December 1, 2004 through November 31, 2005. Thereafter, the Test Year will be the Calendar Year.

Transporter - A pipeline transporting gas to the Company for redelivery for Customer's account.

Issued by: Nick Stavropoulos, Executive Vice President, Hicksville, NY

PSC NO: 1 GAS

LEAF: 187

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I.

REVISION: 5

INITIAL EFFECTIVE DATE: 11/01/05

SUPERSEDING REVISION: 4

STAMPS: Issued in compliance with order in Case 00-G-0996 dated October 31, 2001

SERVICE CLASSIFICATION NO. 14 (Continued)

APPLICABLE TO USE OF TRANSPORTATION SERVICE FOR:

Any dual-fuel electric generator having capacity of at least fifty (50) Megawatts applying on or after May 18, 1999 for natural gas transportation service for their electric generation equipment for a term of (5) years is eligible. This Service Classification does not apply to electric generation customers receiving service prior to May 18, 1999 during the term of such customers' existing contracts. Natural gas transportation service for any requirement other than electric generation, such as ignition gas, space heating, etc, whether or not separately metered, does not qualify for service under this Service Classification.

To obtain service under this Service Classification, Customer must follow procedures for processing requests from electric generators for gas transportation service, which appear on Leaf Nos. 200 - 204. In addition, Customer must enter into a service agreement with the Company, the form of which appears on Leaf Nos. 205 - 210. Any Customer that qualifies for service under this Service Classification may take service under Rate Schedule 1. In addition, the Company may, at its option, enter into individually negotiated service arrangements with Customer under Rate Schedule 2, provided that negotiated contracts on similar overall terms shall be available to similarly situated customers. Customers contracting for interruptible service must have complete standby fuel and equipment available at the beginning of the winter season to withstand interruptions of gas service for at least five days. This requirement applies to human needs Customers that use distillate or non-distillate oil as their alternate fuel, and to other Customers that are unwilling and/or unable to shut down during periods of gas service interruption. It will not apply if a non-human needs Customer stipulates in writing that the Customer is willing and able to shut down during periods of interruption.

Any Customer subject to the standby fuel requirement that has not supplied the Company with the required proof will be charged a variable rate for interruptible gas service equal to the greater of 130% of the No. 2 oil gas equivalent price (as published in the Journal of Commerce) or 130% of the Customer's otherwise applicable variable sales rate, whichever is higher. Such variable rate will be in lieu of the Customer's otherwise applicable variable rate and will be effective commencing with the billing period in which non-compliance becomes known, and will continue in effect until the Customer provides the Company with satisfactory proof that the violation has been corrected. Such variable rate will be subject to all applicable utility taxes and surcharges. Consumers subject to this higher variable rate will continue to be subject to all terms and conditions of this Service Classification, including any applicable additional charges for gas consumed in violation of this Service Classification without the express written authorization of the Company.

Issued by Joseph F. Bodanza, Senior Vice President, Hicksville, NY

PSC NO: 1 GAS
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0
INITIAL EFFECTIVE DATE: 07/01/99 SUPERSEDING REVISION:
STAMPS: Issued in compliance with order in Case No. 99-G-0229 dated 6/24/99

LEAF: 188

SERVICE CLASSIFICATION NO. 14 (Continued)

CHARACTER OF SERVICE

For Customers taking service under Rate Schedule 1, service may be interrupted at the Company's discretion for up to 30 days during the calendar year. The Company may require a higher degree of interruptibility from the Customer in cases where the Company determines that the Customer's requirements cannot be served by the Company for up to 335 days. For Customers taking service under Rate Schedule 2, service may be firm or interruptible, as mutually agreed upon by the Customer and the Company. Subject to the provisions of this Service Classification, the Company will transport natural gas, owned by the Customer, that meets the quality specifications hereof from a mutually agreed upon existing point for direct receipt by the Company of pipeline supplies, to a specified delivery point on the Company's existing facilities at the Customer's point of service.

The Company shall control the dispatch of gas received for transportation. Transportation service hereunder shall be available only upon a Company determination that its existing delivery capacity and facilities are adequate to (i) supply the total estimated gas requirements of its customers receiving service under sales service classifications and core transportation service classifications, and (ii) provide the transportation service required for the term of service hereunder. The Company will not be obligated to expand its facilities or construct new facilities for potential customers seeking service under this Service Classification.

Customer shall be obligated to provide the Company with daily nominations to the Company's city gate for transportation service anticipated under this Service Classification. Such nominations shall take into consideration the Company Lost and Unaccounted for factor. The Customer shall be obligated to deliver its Daily Nomination Quantity unless modified by the Customer pursuant to the terms of this Service Classification. In any event, the Company shall not be required to accept deliveries of gas in excess of the Customer's MDDQ. The Customer's MDDQ shall be set forth in the Customer's Service Agreement.

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

PSC NO: 1 GAS
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I.
INITIAL EFFECTIVE DATE: 07/01/99
STAMPS: Issued in compliance with order in Case No. 99-G-0229 dated 6/24/99

LEAF: 189
REVISION: 0
SUPERSEDING REVISION:

SERVICE CLASSIFICATION NO. 14 (Continued)

TRANSPORTATION SERVICE RATES - MONTHLY BILLING

Rate Schedule 1:

The Customer shall pay the following monthly charges for transportation service hereunder:

On-System Transportation Charge

On-System Transportation Charge is a unitized rate based upon the sum of the following:

- A. Contribution to Fixed Costs ----- \$0.10/dth
- B. Unitized Long Run Marginal Costs ----- \$0.14/dth

Annual Minimum Bill Obligation

Once service under this Service Classification commences, the Customer shall be responsible for an Annual Minimum Bill Obligation equal to 60% of the facility's MAQ, multiplied by all charges payable under this Service Classification, whether such quantity is actually transported. In determining whether the Customer has satisfied the Annual Minimum Bill Obligation, the Company shall give full credit for the quantities of natural gas purchased by the Customer as the result of a monthly cashout. The Company shall determine whether the Customer has satisfied the Annual Minimum Bill Obligation each year on the anniversary of the commencement of service. Any deficiency shall be billed to the Customer in the following month.

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

PSC NO: 1 GAS
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I.
INITIAL EFFECTIVE DATE: 04/01/06
STAMPS: Issued in compliance with Order in C. 03-G-1395 dated November 23, 2005

LEAF: 190
REVISION: 4
SUPERSEDING REVISION: 3

SERVICE CLASSIFICATION NO. 14 (Continued)

Estimated Value Added Charge

The Estimated Value Added Charge is a unitized per dekatherm rate, derived from the increase from the Base Year Spark Spread to the Spark Spread in the Test Year. The Estimated Value Added Charge is applied to every dekatherm delivered by the Company to the Customer or the Customer's Annual Minimum Bill Obligation, whichever is greater, during the Effective Period.

The Estimated Value Added Charge for the Effective Period January 1, 2006 through April 30, 2007 equals the Annual Total Value Added Charge for the Test Year ending November 30, 2005 divided by the number of dekatherms the Company delivered to the Customer during the Test Year. If the Customer does not have twelve months of consumption data for the Test Year, that Customer will be assigned an Estimated Value Added Charge equal to the average of all the customers' Estimated Value Added Charges within the applicable heat rate tier level.

The Estimated Value Added Charge for all Effective Periods beginning May 1, 2007 will be based on the Total Value Added Charge for the Test Year, as adjusted for the Reconciliation Charge, divided by the number of dekatherms the Company delivered to the Customer during the Test Year.

Each year, beginning March 1, 2007, the Company will file the Estimated Value Added Charge to become effective May 1 of that year.

Value Added Charge

The Value Added Charge is a unitized per dekatherm rate, derived from the increase from the Base Year Spark Spread, adjusted for prior period Reconciliation Charges.

PSC NO: 1 GAS

LEAF: 191

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION:
0

INITIAL EFFECTIVE DATE: 07/01/99

SUPERSEDING REVISION:

STAMPS: Issued in compliance with order in Case No. 99-G-0229 dated 6/24/99

SERVICE CLASSIFICATION NO. 14 (Continued)

Daily Balancing Charges:

The Company shall balance the Customer's account at the end of each day to zero including any lost and unaccounted for gas. This shall be done by comparing the Customer's deliveries for the day to the Customer's actual usage, including the provision for lost and unaccounted gas, for that day.

The following provisions will apply:

- A. For imbalances where the quantities of natural gas delivered by the Customer are greater than the quantities of gas consumed by the Customers:
 - 1) for quantities of natural gas delivered by the Customer that exceed the quantities of natural gas consumed by the Customer by up to two percent (2%), the excess shall be purchased by the Company at the Daily Market Gas Cost;
 - 2) for quantities of natural gas delivered by the Customer that exceed the quantities of natural gas consumed by the Customer by more than two percent (2%) but no greater than ten percent (10%) , the excess shall be purchased by the Company at eighty percent (80%) of the Daily Market Gas Cost;
 - 3) for quantities of natural gas delivered by the Customer that exceed the quantities of natural gas consumed by the Customer by more than ten percent (10%) but no greater than fifteen percent (15%) , the excess shall be purchased by the Company at seventy percent (70%) of the Daily Market Gas Cost;
 - 4) for quantities of natural gas delivered by the Customer that exceed the quantities of natural gas consumed by the Customer by more than fifteen percent (15%) but no greater than twenty percent (20%) , the excess shall be purchased by the Company at sixty percent (60%) of the Daily Market Gas Cost;

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

PSC NO: 1 GAS
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I.
INITIAL EFFECTIVE DATE: 07/01/99
STAMPS: Issued in compliance with order in Case No. 99-G-0229 dated 6/24/99

LEAF: 192
REVISION: 0
SUPERSEDING REVISION:

SERVICE CLASSIFICATION NO. 14 (Continued)

- 5) for quantities of natural gas delivered by the Customer that exceed the quantities of natural gas consumed by the customer by more than twenty percent (20%), the excess shall be purchased by the Company at fifty percent (50%) of the Daily Market Gas Cost;
- B. For imbalances where the quantities of natural gas consumed by the Customer are greater than the quantities of gas delivered by the Customer:
- 1) for quantities of natural gas consumed by the Customer that exceed the quantities of natural gas delivered by the Customer by up to two percent (2%), the excess shall be purchased by the Customer at the Company's Daily ICOG;
- 2) for quantities of natural gas consumed by the Customer that exceed the quantities of natural gas delivered by the Customer by more than two percent (2%) but no greater than ten percent (10%) , the excess shall be purchased by the Customer at one hundred twenty percent (120%) of the Company's Daily ICOG;
- 3) for quantities of natural gas consumed by the Customer that exceed the quantities of natural gas delivered by the Customer by more than ten percent (10%) but no greater than fifteen percent (15%) , the excess shall be purchased by the Customer at one hundred thirty percent (130%) of the Company's Daily ICOG;
- 4) for quantities of natural gas consumed by the Customer that exceed the quantities of natural gas delivered by the Customer by more than fifteen percent (15%) but no greater than twenty percent (20%) , the excess shall be purchased by the Customer at one hundred forty percent (140%) of the Company's Daily ICOG plus \$10/dth;

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

PSC NO: 1 GAS
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 03/22/01 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with order in Case No. 00-G-0996 dated 1/31/01

LEAF: 193

SERVICE CLASSIFICATION NO. 14 (Continued)

- 5) for quantities of natural gas consumed by the Customer that exceed the quantities of natural gas delivered by the Customer by more than twenty percent (20%), the excess shall be purchased by the Customer at one hundred fifty percent (150%) of the Company's Daily Commodity Cost of Gas plus \$10/dth.

Daily cashouts shall be billed monthly with the Customer's monthly invoice for transportation service.

Overrun Charge and Charge for Unauthorized Use:

The Company reserves the right to impose a penalty charge for unauthorized overruns. When service hereunder is interrupted by the Company in accordance with the terms of the Customer's service agreement, gas consumed subsequent to such interruption and without specific authorization by the Company will be subject to an additional charge of \$100.00 per dth. The imposition of such additional charge shall not limit any rights of the Company to terminate gas service provided for in the Customer's service agreement.

PSC NO: 1 GAS LEAF: 194
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0
INITIAL EFFECTIVE DATE: 07/01/99 SUPERSEDING REVISION:
STAMPS: Issued in compliance with order in Case No. 99-G-0229 dated 6/24/99

SERVICE CLASSIFICATION NO. 14 (Continued)

Rate Schedule 2:

The rate for service under this Rate Schedule will be set forth in the service agreement negotiated between the Company and the Customer and filed with the Public Service Commission. Negotiated contracts at similar overall terms shall be available to all similarly situated customers. The minimum rate charged must be sufficient to recover all incremental costs incurred to serve the customer and provide a reasonable contribution to fixed costs and long run marginal costs. Depending upon the character of service provided, the rate may include one or more of the following components:

A. Minimum On-System Transportation Charge:

All customers receiving firm service will be required to pay a minimum on-system transportation charge commensurate with the level of service provided and guaranteed by the Company.

B. Annual Minimum Bill Obligation

The Company reserves the right to negotiate an Annual Minimum Bill Obligation as part of the contract between the Customer and Company.

C. Daily and/or Monthly Cashout Provisions

The negotiated contract between the Company and the Customer may include provisions for the daily and/or monthly balancing of transportation quantities expected against transportation quantities actually received.

PSC NO: 1 GAS
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 01/05/10 SUPERSEDING REVISION: 0
STAMPS: I Issued in compliance with order in Case 06-G-1186 dated 06/23/09

SERVICE CLASSIFICATION NO. 14 (Continued)

DETERMINATION OF ON-SYSTEM BILLING QUANTITY

For the purpose of computing the quantity of gas delivered to a Customer's delivery point, the quantity of gas delivered each month to the Company for the account of a Customer taking service under this Service Classification shall be reduced by 1% to provide for system use and losses within the Company's distribution system as specified in the Customer's Service Agreement. The Company reserves the right to petition the Public Service Commission for permission to change such percentage factor in the event it determines that a change is required to more accurately reflect system use and losses.

To assist in reconciling quantities of gas received for transportation each month, the Customer shall provide, or cause to be provided, to the Company a copy of the Transporter's monthly invoice showing the quantity in Dths of all gas delivered during the month to the Company for the Customer's account as soon as such invoice is available to allow for billing by the Company. Absent receipt of such invoice, the Company reserves the right to estimate the quantity of gas transported for billing purposes. Such estimate shall be made on the basis of available data, and any reconciliation to actual quantities delivered shall be made in the subsequent billing month.

PSC NO: 1 GAS
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I.
INITIAL EFFECTIVE DATE: 07/01/99
STAMPS: Issued in compliance with order in Case No. 99-G-0229 dated 6/24/99

LEAF: 196
REVISION: 0
SUPERSEDING REVISION:

SERVICE CLASSIFICATION NO. 14 (Continued)

Revenue Tax Surcharge

All rates and charges under this Service Classification, payable in the municipality where service is supplied, will be increased by a percentage equal in amount to the aggregate percentage rate of taxes imposed on the Company's revenues, pursuant to the provisions contained on General Information Leaf No. 90.

Transition Costs Surcharge

The transportation rates under this Service Classification shall reflect a surcharge for Transition Costs calculated in accordance with the Commission's Opinion No. 94-26 in Case 93-G-0932 as described on General Information Leaf No. 86. This charge will be included on the Statement of Comprehensive Transportation and Balancing Service Rates and Charges filed with the Commission.

SPECIAL PROVISIONS

- (a) In no event shall the Company be obligated to incur any additional costs for additional facilities necessary to provide transportation service hereunder. Nonetheless, in the event the Company elects to incur such costs, the costs of any additional facilities, including but not limited to any necessary telemetering equipment, that in the Company's sole judgment are required or must be incurred by the Company to provide transportation service, shall be the sole responsibility of the Customer, and shall be payable in full prior to the initiation of service hereunder. The Company may require Customer to provide security such as a letter of credit or other acceptable security prior to incurring any additional facilities costs.

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

PSC NO: 1 GAS

LEAF: 197

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 2

INITIAL EFFECTIVE DATE: 01/05/10

SUPERSEDING REVISION: 1

STAMPS: Issued in compliance with Order in Case 06-G-1186 dated 06/23/09

SERVICE CLASSIFICATION NO. 14 (Continued)

- (b) Whenever the Customer's account with the Company becomes delinquent and/or the Customer has failed to deliver gas to the Company for the Customer's account, the Company shall have the right to request and the Customer, upon such request, shall provide the Company, for its review, copies of all contracts between the Customer and third parties providing for the purchase of pipeline capacity by such Customer. The Customer should redact all information deemed confidential, provided however, that all such contracts shall assure, in a manner satisfactory to the Company, reliable deliveries of sufficient quantities of gas for the Customer's account to meet the Customer's full hourly, daily or seasonal requirements for the term of service hereunder, unless otherwise agreed to in writing by the Company. The Company does not warrant the performance of such third parties under such contracts.
- (c) The Customer warrants that it will have good and marketable right and title to all gas that Customer 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 Customer 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) The Customer shall use its best efforts to keep the hourly quantities delivered to the Company for the Customer's account, adjusted for system use and losses, equal to the Customer's Daily Nomination Quantity, divided by 24.
- (e) New service agreements with power generators under this service classification must include the appropriate fees and charges of balancing and swing services. Existing service agreements with power generators under this service classification must also include these fees and charges when the agreement is renewed or reaches its evergreen anniversary.

PSC NO: 1 GAS
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0
INITIAL EFFECTIVE DATE: 07/01/99 SUPERSEDING REVISION:
STAMPS: Issued in compliance with order in Case No. 99-G-0229 dated 6/24/99

LEAF: 198

SERVICE CLASSIFICATION NO. 14 (Continued)

- (e) Upon termination of service hereunder, the Customer may apply as a new applicant of the Company, for gas service under the appropriate sales Service Classification as contained in the Company's Schedule for Gas Service, pursuant to the conditions for gas service contained therein.
- (f) All gas transported to the Company's point(s) of receipt for the Customer's account shall conform to all of the quality specifications set forth in 16NYCRR Part 229. The Company shall notify the Customer of any deficiencies in such quality specifications and may, at its option, refuse to accept delivery pending correction by the Customer.
- (g) The Company shall not be obligated to enter into a Service Agreement with any party unless such party satisfies the credit requirements prescribed by each of the Customer's Transporters and provides the Company with documentation from the Transporter of such party's compliance with the Transporter's credit requirements. In addition to satisfying the Transporter's credit requirements, a Customer may at any time be required by the Company to provide further financial assurances, such as a letter of credit or other acceptable security. Furthermore, Customer shall have an ongoing obligation to notify the Company immediately of any change in financial circumstances that may result in non-compliance with the Transporter's requirements. The Company may terminate the Service Agreement and if such a change does result in non-compliance with a Transporter's requirements, or if the Customer fails to provide the financial assurance required by the Company.

PSC NO: 1 GAS LEAF: 199
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1
INITIAL EFFECTIVE DATE: 04/17/00 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with order in Case No. 97-G-1380 dated 12/21/99

SERVICE CLASSIFICATION NO. 14 (Continued)

Gas Delivery Nomination Procedures

The Gas Delivery Nomination Procedures for all transportation customers are described in the Company's Gas Transportation Operating Procedures Manual, Section IV and Section V, as filed with the Public Service Commission.

Communications Protocols

The Communications Protocols for all transportation customers are described in the Company's Gas Transportation Operating Procedures Manual, Section VII, as filed with the Public Service Commission.

OPERATIONAL FLOW ORDERS

The Company shall have the right to issue Operational Flow Orders (OFOS) in order to maintain system integrity or to ensure Company's continued ability to provide service to its firm customers.

The use and issuance of OFOS are set forth in the Company's Gas Transportation Operating Procedures Manual, Section VIII, as filed with the Public Service Commission.

CHARGE FOR LATE PAYMENT:

Pursuant to provisions contained in General Information Leaf No. 41.

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

PSC NO: 1 GAS

LEAF: 200

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1

INITIAL EFFECTIVE DATE: 11/01/99

SUPERSEDING REVISION: 0

STAMPS:

SERVICE CLASSIFICATION NO. 14 (Continued)

PROCEDURES FOR PROCESSING REQUESTS FROM ELECTRIC GENERATORS FOR GAS TRANSPORTATION SERVICE

I. Processing Requests for Gas Transportation Service

The Company will process requests for gas transportation service received from the owner of an existing or proposed electric generation facility of at least 50 MegaWatts in accordance with the following procedures.

1. The owner of an existing or proposed electric generation facility of at least 50 MegaWatts ("Customer") may apply to the Company for gas transportation service by submitting a completed and executed transportation service application containing, among other information which is standard to the Company's applications for gas service, the information set forth below in the "Application for Transportation Service". The Company will provide to Customer its currently-effective form of service application within two (2) business days of receiving Customer's request for a service application, and will assist the Customer by providing it the relevant information the Customer requires of the Company for the Customer to complete its application.
2. If Customer is requesting service to an existing electric generation facility, the Company will tender to Customer, within 30 calendar days of the receipt of a completed and executed service application, a gas transportation agreement reflecting the terms of service elected by Customer (e.g., nature of service (firm, interruptible), maximum daily quantity). If Customer disputes any term(s) or condition(s) of the gas transportation agreement, the Company and Customer will negotiate in good faith to expeditiously resolve the dispute on an informal basis. If the Company and Customer cannot resolve the dispute information, either may, at any time, implement the dispute resolution procedure set forth in Section II of this procedure.

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

PSC NO: 1 GAS

LEAF: 201

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1

INITIAL EFFECTIVE DATE: 11/01/99

SUPERSEDING REVISION: 0

STAMPS:

SERVICE CLASSIFICATION NO. 14 (Continued)

3.
 - A. If Customer is requesting service to a proposed electric generation facility, the Company shall advise Customer, within 45 calendar days of the receipt of a completed and executed service application, of (i) the estimated costs of measuring, regulation and communications equipment, gas main extension and system reinforcements, including service pipes and service connections, and other facilities necessary to provide the requested service (“necessary Facility”) and (ii) the estimated time required to perform such work.
 - B. If Customer accepts the Company’s estimates of costs and time for the Necessary Facilities, the Company will tender to Customer, within 14 days of Customer’s acceptance of such estimates, a gas transportation agreement reflecting the terms of service elected by Customer (e.g., nature of service (firm, interruptible), maximum daily quantity).
 - C. If Customer disputes either (i) the Company’s estimates of costs of time for the Necessary Facilities, or (ii) any term(s) or condition(s) of the proposed gas transportation agreement, the Company and Customer will negotiate in good faith to expeditiously resolve the dispute on an informal basis. If the Company and Customer cannot resolve the dispute informally, either may, at any time, implement the dispute resolution procedure set forth in Section II of this procedure.
4. Service will commence on the later of:
 - A. The commencement date set forth in the gas transportation agreement,
 - B. The satisfaction of any conditions precedent in the gas transportation agreement, including, to the extent applicable, receipt of payment for any Necessary Facilities and approval of Customer’s credit and/or receipt of any required deposit, and
 - C. For a new facility, the date on which any Necessary Facilities are ready for service.

PSC NO: 1 GAS

LEAF: 202

COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 1

INITIAL EFFECTIVE DATE: 11/01/99

SUPERSEDING REVISION: 0

STAMPS:

SERVICE CLASSIFICATION NO. 14 (Continued)

II. Dispute Resolution

The Company or Customer may elect to use the following process to address any dispute or complaint regarding Company's processing of Customer's application for transportation service. The parties may also pursue other legal mechanisms to address complaints and disputes including the Commission's formal complaint proceeding.

- A. The Company or Customer may initiate the dispute resolution process by presenting a written description of the dispute/complaint, and a proposed resolution, to the other party, sent in a manner that will verify its receipt.
- B. The other party must, as soon as possible, but in no case more than 15 calendar days following receipt of the complaint, provide a written response to the complaining party, with an alternative resolution proposal if the complaining party's proposed resolution proposal is deemed unacceptable; or, with the results of any informal resolution that may have been reached with the other party prior to that date.
- C. If the initial exchange of written material (and perhaps verbal discussions) does not resolve the dispute, the complaining party may request a meeting(s) to discuss the matter further. The responding party must agree to such a meeting(s) to be held within 15 calendar days following the request.
- D. The parties may agree to use alternative dispute resolution techniques with mutually agreed-upon time frames that may differ from those defined in the dispute solution process.
- E. If a resolution is not obtained within 45 calendar days after the initial complaint letter, either party may file the complaint with the Department of Public Service for assistance in resolving the dispute.
- F. All correspondence or documents to be delivered from one party or another under this process must be sent in a manner that provides verification that it is received within the time periods specified by this dispute resolution process.

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

PSC NO: 1 GAS
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I.
INITIAL EFFECTIVE DATE: 11/01/99
STAMPS:

LEAF: 203
REVISION: 1
SUPERSEDING REVISION: 0

SERVICE CLASSIFICATION NO. 14 (Continued)

APPLICATION FOR TRANSPORTATION SERVICE

Customer applying for this service must provide the Company with the following information:

1. Proposed in-service date of generation facility.
2. Site location, including location of proposed or existing POE ("Point of Entry") of gas service.
3. Size of proposed or existing pipe at POE.
4. MAOP (Maximum Allowable Operating Pressure) of pipe at POE in psig.
5. Normal (typical) operating pressure required by plant at POE in psig.
6. Minimum allowable operating pressure required by plant at POE in psig.
7. Whether a compressor will be used (in order to provide over-pressure protection requirements to protect the transmission system), and the location, size in HP, inlet and outlet pressures, and throughput in dekatherms of the compressor.
8. Where metering and regulating equipment will be located or is currently located.
9. The distance from the POE to the metering and regulating equipment.
10. The distance from the POE to the burners.
11. Maximum hourly flow requirements in therms.

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

PSC NO: 1 GAS
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I.
INITIAL EFFECTIVE DATE: 11/01/99
STAMPS:

LEAF: 204
REVISION: 1
SUPERSEDING REVISION: 0

SERVICE CLASSIFICATION NO. 14 (Continued)

APPLICATION FOR TRANSPORTATION SERVICE (Cont.)

12. Average hourly flow requirements in therms.
13. Minimum hourly flow requirements in therms.
14. Proposed use of gas for other than generator fuel, including required flow and pressure, estimated number of days of operating on gas, the maximum number of days that the plant can burn an alternate fuel according to EPA permits, and whether ignition gas is required to start boilers.
15. Whether firm or interruptible service is requested, and number of days of interruption (interruptible service requires dual-fuel capability).
16. Dual-fuel capability, including hourly rate, capacity, and time needed to switch to alternate fuel.
17. Maximum daily usage in therms.
18. Projected annual usage in therms.
19. Maximum hourly variability (i.e., maximum deviation from 1/24 of daily nomination).
20. Projected heat rate.
21. Proposed method of providing automatic shutdown in emergency.
22. Proposed citygate delivery point(s) of natural gas, if available; if delivery point is unknown, it will be assumed that gas will be delivered to the least optimum citygate for purposes of determining available system pressure.
23. Estimated monthly load factor.

Issued by Robert J. Fani, Senior Vice President, Hicksville, NY

PSC NO: 219 GAS

LEAF: 144

NIAGARA MOHAWK POWER CORPORATION

REVISION: 1

INITIAL EFFECTIVE DATE: 05/20/09

SUPERSEDING REVISION: 0

STAMPS: Issued in Compliance with Order of PSC in Case 08-G-0609 dated 05/15/09.

**SERVICE CLASSIFICATION NO. 6
LARGE VOLUME INTERRUPTIBLE TRANSPORTATION SERVICE**

APPLICABLE TO GAS SERVICE FOR:

Interruptible Transportation of customer-owned gas on a “best efforts” basis by the Company for customers that are capable of transporting and consuming at least 2,500,000 therms annually.

CHARACTER OF SERVICE:

Delivery of customer-owned gas will be at a pressure approved by the Company. Customer-owned gas to be transported by the Company must be of pipeline quality having a minimum BTU value of 1,000 BTU per cubic foot on a dry basis. The gas quality must meet the Public Service Commission’s rules and regulations regarding concentrations of hydrogen sulfide, total sulfur and ammonia. Filtration of dust and liquid hydrocarbons, and water removal will be required.

BTU ADJUSTMENT:

Customer-owned gas will be converted from volumetric measurement in CCF to Therm measurement, 100,000 BTU per therm on a dry basis, if required, at the point customer-owned gas enters the Company’s distribution system. The factor for converting CCF measurement to therm measurement will be as set forth in Rule 14.3.

DEFINITIONS:

For the purposes of this Service Classification the following terms are defined below:

1. Maximum Peak Day Quantity (MPDQ) - Means the maximum quantity of gas that the customer may take on any winter day. Customer’s MPDQs will be calculated according to the Base and Thermal Methodology.
2. “Base and Thermal Methodology” - “Daily Baseload” equals the customer’s average daily usage in the two months of lowest daily usage during the period of June through September. Annual Baseload equals Daily Baseload multiplied by 365. Thermal usage equals total usage during the twelve-month period minus Annual Baseload. “Degree Day Usage” equals Thermal Usage divided by the total number of degree days during the twelve-month period. The Maximum Peak Day Quantity equals the product of Degree Day Usage multiplied by 75 plus Daily Baseload.
3. Ceiling Rate - The S.C. 6 Ceiling Price for each rate category will be the effective annual S.C. 8 firm rate (exclusive of the initial block charge) for like consumption based on monthly consumption for the historical periods twelve months ending May of each year, plus the effective Service Classification No. 8 Incremental State Assessment Surcharge. In no case will the ceiling price exceed the first block rate for equivalent firm transportation service for Service Classification No. 8.

PSC NO: 219 GAS
NIAGARA MOHAWK POWER CORPORATION
INITIAL EFFECTIVE DATE: 09/02/10
STAMPS:
EFFECTIVE DATE SHORTENED TO 08/24/10.

LEAF: 145
REVISION: 7
SUPERSEDING REVISION: 6

**SERVICE CLASSIFICATION NO. 6
LARGE VOLUME INTERRUPTIBLE TRANSPORTATION SERVICE (CONTINUED)**

BILLING QUANTITY:

The amount of gas to be billed each month under the Service Classification by the Company to the customer will be the amount consumed by the customer during any given calendar month.

MONTHLY DELIVERY SERVICE RATE:

The Service Classification No. 6 Interruptible Transportation Rate shall be set as follows:

All Customers, as described above:

	<u>Delivery Service Rate</u>
First 100 Therms or less	\$580.65

For consumption over 100 therms:

The price per therm shall be established each month at the sole discretion of the Company. Such pricing shall be based upon the following customer characteristics: Alternate Fuel Type and Price; Geographic Location, Tax Exempt/Non-Exempt Status and other market conditions. This price shall not exceed the Ceiling Rate or be less than \$0.01 per therm plus the applicable revenue taxes. All market conditions utilized in this pricing mechanism shall be clearly stated on the Monthly Statement of Gas Transportation Service Rate Adjustment for this Service Classification.

INCREMENTAL STATE ASSESSMENT SURCHARGE:

In addition to the above delivery service rates, all customers taking service under this Service Classification shall be subject to an Incremental State Assessment Surcharge as explained in General Information Rule 35.

ANNUAL LOCK-IN RATE:

The Service Classification No. 6 Interruptible Transportation Annual Lock-In Rate shall be set as follows:

For each Delivery Service Rate established monthly a corresponding Annual Lock-In Rate will be established at the sole discretion of the Company. The Annual Lock-In Rate shall not exceed the Ceiling Rate or be less than \$0.01 per therm plus applicable revenue taxes.

STATEMENT OF TRANSPORTATION RATES:

The effective Delivery Service Rate and Annual Lock-In Rates for transportation service applicable to billing for Service Classification No. 6 will be duly filed with the Public Service Commission apart from this rate schedule, not less than two business days prior to the date on which the statement is proposed to be effective. Such statement will be available to the public at the Company's offices at which application for service may be made and on the Company's website at www.nationalgridus.com/.

PSC NO: 219 GAS
NIAGARA MOHAWK POWER CORPORATION
INITIAL EFFECTIVE DATE: 08/01/03

LEAF: 146
REVISION: 0
SUPERSEDING REVISION:

**SERVICE CLASSIFICATION NO. 6
LARGE VOLUME INTERRUPTIBLE TRANSPORTATION SERVICE (CONTINUED)**

INCREASE IN RATES AND CHARGES:

The rate and charges under this Service Classification will be increased by a tax factor pursuant to Rule 19.

TERMS OF PAYMENT:

Bills are due and payable. Full payment must be received on or before the date shown on the bill to avoid a late payment charge of one and one-half percent (1 1/2%).

TERM OF SERVICE:

One year initially and renewable on a year to year basis thereafter. Cancellation requires written notice by the Company or customer thirty days prior to the expiration date of the term of service.

TERM OF RATE:

Customers taking service under this Service Classification will have the option of selecting a Monthly or Annual Term of Rate as described below:

1. Monthly Term of Rate:

For those customers electing a Monthly Term of Rate, the price per therm shall be established as prescribed in section entitled CALENDAR MONTH RATE, as provided above in this schedule. This rate setting mechanism is designed to be subject to revision on a monthly basis.

2. Annual Term of Rate:

For those customers electing an annual term of rate the price per therm will be equal to the Annual Lock-In Rate established at the time of the customer's initial lock-in election. Customers electing to choose the Annual Lock-In Rate do so for the twelve-month period commencing with the effective date of the elected Annual Lock-In Rate. The Annual Lock-In Rate will be established in accordance with the ANNUAL LOCK-IN RATE provision of this schedule.

Each month the Calendar Month Rates and corresponding Annual Lock-In Rates will be posted to the Company's website by the 15th day of the month preceding the 1st day of the month for which the rates are effective. If the 15th day falls on a holiday or weekend, then the rates will be posted on the next business day. Customers subscribing to this Tariff Schedule will be required to select via the Company's website (www.niagaramohawk.com) their preferred Term of Rate by the 7th calendar day of the month the rates are effective. Failure to select a Term of Rate by the 7th day of the month the rates are effective will result in the rate defaulting to the Monthly Term of Rate option.

PSC NO: 219 GAS
NIAGARA MOHAWK POWER CORPORATION
INITIAL EFFECTIVE DATE: 08/01/03

LEAF: 147
REVISION: 0
SUPERSEDING REVISION:

**SERVICE CLASSIFICATION NO. 6
LARGE VOLUME INTERRUPTIBLE TRANSPORTATION SERVICE (CONTINUED)**

SPECIAL PROVISIONS APPLICABLE TO S.C. NO. 6 INTERRUPTIBLE TRANSPORTATION SERVICES:

1. Written application upon the Company's prescribed forms is required.
2. Interruptible transportation service will be provided on a "best efforts" basis only.
3. Applications for service will be accepted in instances where extension or reinforcement of distribution main facilities for service requested would be required subject to Rule 10 of this schedule.
4. Customers under this Service Classification will be required to have installed and operable an Approved Remote Meter as defined in Rule 13.5.
5. Service rendered hereunder shall be for a single customer at a single location. Individual agreements are required for each location.
6. As between the Company and the customer, the Company shall be deemed to be in control and possession of the gas to be transported hereunder upon receipt of such gas at the receipt point and until it has been delivered to the customer. The customer shall be deemed to be in possession and control of the gas prior to such receipt by the Company and after such delivery.
7. Each customer under this Service Classification warrants that it will, at the time it delivers gas to the Company for transportation, have good and merchantable title to all such gas, free and clear of all liens, encumbrances and claims whatsoever. The customer shall indemnify the Company and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising out of the adverse claims of any or all persons to said gas including claims for any royalties, taxes, license fees or charges applicable to such gas or to the delivery of such gas to the Company for transportation.
8. The Company reserves the right to reject any application for service or nominations under this Service Classification where, in the sole discretion of the Company, the provision of service would or might result in a reduction in the Company's rights or ability to receive service, purchase gas or utilize capacity on the transmission system of its pipeline supplier (s), impair or interfere with the Company's operations or impose costs in excess of those subject to recovery under these rates.
9. During the Term of Service Agreement, customer's equipment supplied with gas hereunder will not be supplied with gas purchased under another Service Classification.

PSC NO: 219 GAS
NIAGARA MOHAWK POWER CORPORATION
INITIAL EFFECTIVE DATE: 01/01/07

LEAF: 148
REVISION: 2
SUPERSEDING REVISION: 1

**SERVICE CLASSIFICATION NO. 6
LARGE VOLUME INTERRUPTIBLE TRANSPORTATION SERVICE (CONTINUED)**

**SPECIAL PROVISIONS APPLICABLE TO S.C. NO. 6 INTERRUPTIBLE TRANSPORTATION
SERVICES: (continued)**

10. Service is available hereunder only to customers who maintain standby facilities including fuel therefor as specified in Rule 3 of this rate schedule, adequate to enable the customer to satisfactorily operate the facilities supplied hereunder if needed, whenever and so long as the gas supply is interrupted. The Company assumes no responsibility for the adequacy of such standby facilities and shall not be liable for any loss, damage or expense, direct or indirect, which may be incurred by customer or others in connection with or as a result of any interruption of gas service
11. Gas consumed hereunder may be interrupted at the sole discretion of the Company at any time, upon not less than two hours prior oral or written notice by telephone or otherwise to customer, and customer shall thereupon discontinue service as ordered.
12. The customer agrees that if he/she fails to discontinue his/her use of service as requested by the Company, all gas taken during such a period of requested interruption in excess of the amount the customer is permitted to take shall be billed at the stated rate in effect at the time, plus the currently effective rate per Dth of unauthorized usage in accordance with Rule 3.3.1 of this schedule. The Company reserves the right, however, to terminate service under this Service Classification for failure of the customer to discontinue use of service when requested by the Company. Customer will be responsible for all claims made against the Company and for all other Company costs associated with the loss of the integrity of the Company's distribution system as a result of the customer's failure to discontinue the use of service as ordered by the Company.

Customers with distillate alternate fuels, agree that if they fail to meet the alternate fuel requirements set forth in Rule 3.4, the penalties set forth in Rule 3.4 will apply.
13. Customer's initial application for service under this Service Classification shall include a twelve-month profile, by months, of customer's anticipated consumption of gas, assuming that no alternative fuel will be used to displace gas.
14. Full cooperation is required from customer and customer's gas supplier so that the Company may accurately determine the quantities of customer-owned gas delivered into the Company's distribution system by the customer and those quantities of customer-owned gas actually transported to the customer by the Company.
15. When customer-owned gas is delivered directly into the Company's distribution system the customer shall pay for any investment and expenses incurred by the Company for any metering facilities installed at the point of delivery, odorization of gas and periodic testing of the gas quality.

PSC NO: 219 GAS
NIAGARA MOHAWK POWER CORPORATION
INITIAL EFFECTIVE DATE: 08/01/03

LEAF: 217
REVISION: 0
SUPERSEDING REVISION:

**SERVICE CLASSIFICATION NO. 14
GAS TRANSPORTATION SERVICE FOR DUAL FUEL ELECTRIC GENERATORS**

APPLICABLE TO USE OF SERVICE FOR:

Transportation of customer-owned gas for New Electric Generators who have executed a Service Agreement which includes the terms and conditions set forth below. The sole purpose of service provided under this Service Classification shall be New Electric Generator's generation of electricity. Its generation capacity shall be at least 50 Megawatts and have dual-fuel capabilities.

CHARACTER OF SERVICE:

Customer-owned, pipeline quality, natural gas which the customer has arranged to have transported to a mutually agreeable Receipt Point. The Company will transport said gas from the Receipt Point to the Delivery Point at the customer's facilities. Metering of high pressure gas will be adjusted in accordance with the pressure and temperature standards as set forth in **GENERAL INFORMATION** Rule No. 14.1 of the Tariff.

SERVICE AGREEMENT:

The Company and customer shall execute a Service Agreement prior to the commencement of service hereunder. Terms and conditions contained in the Service Agreement shall include, but not be limited to:

1. Maximum Daily Delivery Quantity
2. Minimum Annual Delivery Quantity
3. Identification of Location of Customer Facility
4. Construction of Facilities, if applicable
5. Pressure Requirements
6. Identification of Receipt Point(s) and Delivery Point
7. Service Agreement start date for which the term is effective
8. Minimum Annual Bill

BTU ADJUSTMENT:

Volumes of gas registered at the customer's meter, in CCF, will be adjusted for BTU content, in terms as stated in **GENERAL INFORMATION** Rule No. 14.3 of the Tariff.

PSC NO: 219 GAS

LEAF: 218

NIAGARA MOHAWK POWER CORPORATION

REVISION: 4

INITIAL EFFECTIVE DATE: 05/20/09

SUPERSEDING REVISION: 2

STAMPS: Issued in Compliance with Order of PSC in Case 08-G-0609 dated 05/15/09.

SERVICE CLASSIFICATION NO. 14
GAS TRANSPORTATION SERVICE FOR DUAL FUEL ELECTRIC GENERATORS (CONTINUED)

DEFINITIONS:

For the purposes of this service classification, the following terms have the meaning stated below:

“Base Year Spark Spread” - The simple average of the Spark Spread for all 8784 hours of the Base Year. The Base Year is defined as the first full year of the operation of the NYISO starting December 1, 1999.

“Contract Year” - The 365 consecutive Days beginning on the first day of the month following the Effective Date, and each subsequent 365-Day period, or 366 Days for leap years.

“Customer’s Heat Rate” – There will be four different proxy heat rates depending on what technology the Customer’s unit employs.

- Tier 1 – 17.5 MMBTU/MWH for older, simple cycle peaking units (those units which commenced operation prior to December 31st, 1998)
- Tier 2 – 11.0 MMBTU/MWH for Rankine Cycle steam units
- Tier 3 – 10.0 MMBTU/MWH for new, simple cycle peaking units
- Tier 4 – 7.4 MMBTU/MWH for combination cycle plants

“Customer’s MWH Generated Output” - The MWH resulting from the division of the customer’s hourly therm consumption divided by the Customers Heat Rate for the applicable tier level.

“Day” - Any consecutive twenty four (24) hour period commencing at 10 a.m. Eastern Time.

“Dekatherm” (DTH) - 1,000,000 British Thermal Units (1 MMBTU).

“Delivery Point” - The metered interconnection owned and maintained by the Company between the facilities of the Company and the customer.

“Delivery Quantity” - The quantity of customer-owned gas transported by the Company minus the amount retained by the Company for Losses and actually delivered to customer at the Delivery Point.

“Effective Date” - The first Day following the later of (a) thirty (30) days after an executed contract has been on file with the New York Public Service Commission (PSC), (b) the start date specified in the Service Agreement for which the term would be effective, or (c) satisfaction of all conditions precedent listed in the Service Agreement.

“Effective Period” - The Effective Period for the initial Value Added Charge is March 15, 2006 through April 30, 2007. Beginning 2007, the Effective Period is May 1st of each year through April 30th of the following year.

PSC NO: 219 GAS

LEAF: 219

NIAGARA MOHAWK POWER CORPORATION

REVISION: 2

INITIAL EFFECTIVE DATE: 05/11/06

SUPERSEDING REVISION: 1

STAMPS: Issued in Compliance with Order of PSC in Case 03-G-1392 dated 11/23/05.

SERVICE CLASSIFICATION NO. 14
GAS TRANSPORTATION SERVICE FOR DUAL FUEL ELECTRIC GENERATORS (CONTINUED)

DEFINITIONS: (continued)

“Fuel Cost of Generation” - The price per DTH for the day of flow which results from the average of 1) DTI South Point midpoint price as reported in Gas Daily and 2) the highest value shown in the DTI South Point Common price column as reported in Gas Daily, multiplied by the Customer’s Heat Rate for the appropriate Tier Level expressed in \$/MWH. If the above referenced DTI South Point prices are not available, the corresponding values for DTI North Point will be utilized.

“Government Authority” - Any federal, national, state, municipal, local, territorial, or other governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, judicial or administrative body, domestic or foreign, including without limitation, the PSC.

“Losses” - The lower of (a) 1.01 or (b) an amount equal to the Uniform Gas Loss Adjustment Factor in the Tariff, **GENERAL INFORMATION** Rule No. 17.1, as that factor may be modified from time to time.

“Maximum Annual Quantity” - The maximum amount of transportation gas which customer may use per Contract Year as specified in its Service Agreement.

“Maximum Daily Delivery Quantity” (MDDQ) - The Service Agreement will specify the maximum daily delivery quantity of transportation gas which customer may use, measured at the Delivery Point.

“Minimum Annual Bill” - Customer shall pay a minimum annual bill calculated by multiplying the Minimum Annual Delivery Quantity by the cost per DTH of transportation service. In any Contract Year that actual billing for transportation service is below the Minimum Annual Delivery Quantity, the difference between the Minimum Annual Delivery Quantity and actual annual Delivery Quantity shall be determined by the Company at the conclusion of each Contract Year and included in the invoice for the last month of such Contract Year to the extent not previously paid.

“Minimum Annual Delivery Quantity” - The Service Agreement will specify the minimum annual Delivery Quantity of transportation gas for which customer will be billed, measured at the Delivery Point.

“Month” - The period of time beginning at 10 o’clock a.m. Eastern Time on the first calendar Day of a month and ending at 10 o’clock a.m. on the first calendar Day of the subsequent calendar month.

“New Electric Generator” - A customer’s facility whose sole purpose is the generation of electricity. This customer seeks gas transportation service under Service Classification No. 14. Existing service related to the generation of electricity at the date of the Commission’s 3/17/1999 Order in Case 98-G-0122 is not deemed to be New Electric Generators until the customer’s contract terminates.

“Receipt Point” - The citygate interconnection at which the Company receives gas from customer for delivery under this Agreement. The receipt Points that customer may elect may be any point mutually agreed upon by the Company and customer in the Service Agreement.

PSC NO: 219 GAS

LEAF: 219.1

NIAGARA MOHAWK POWER CORPORATION

REVISION: 1

INITIAL EFFECTIVE DATE: 05/11/06

SUPERSEDING REVISION: 0

STAMPS: Issued in Compliance with Order of PSC in Case 03-G-1392 dated 11/23/05.

SERVICE CLASSIFICATION NO. 14
GAS TRANSPORTATION SERVICE FOR DUAL FUEL ELECTRIC GENERATORS (CONTINUED)

DEFINITIONS: (continued)

“Service Agreement” - A gas transportation agreement between the Company and the customer stating terms and conditions for service under Service Classification No. 14.

“Spark Spread” - The difference between the Wholesale Market Price of Electricity per MWH and the Fuel Cost of Generation expressed in \$/MWH.

“Test Year” - The Test Year will be the Calendar Year immediately preceding the Effective Period.

“Transportation Quantity” - The quantity of customer-owned gas received by the Company in a given period.

“Wholesale Market Price of Electricity” - The respective zonal average of the Real Time Electric Market Locational Based Marginal Pricing (LBMP) for the applicable hour and zone as reported on the NYISO website expressed in \$/MWH.

DEFINITION OF RATES:

- A. The cost per DTH of transportation service shall consist of four components. The sum of components 1, 2 and 3 shall not be less than \$.010 per therm.
1. **Contribution to overall system cost**, established at \$0.010 per therm of gas transportation service.
 2. **Marginal system costs**, which should reflect the unitized long run incremental costs of building transmission and high capacity distribution plant, which may be updated from time to time. The current value is \$.017 per therm of gas transportation service.
 3. **Value Added Charge**, is a unitized per therm rate established for each Effective Period which is applied to every therm delivered by the Company to the Customer or the Customer’s Annual Minimum Bill Obligation whichever is greater. The Value Added Charge reflects the increase in the Spark Spread from the Base Year to the Test Year. The Value Added Charge for the Effective Period March 15, 2006 through April 30, 2007 equals the Annual Total Value Added Charge for the Test Year ending December 31, 2005 divided by the number of therms the Company delivered to the Customer during the Test Year. If the Customer does not have twelve months of consumption data for the Test Year that Customer will be assigned a Value Added Charge equal to the average of all the customers Value Added Charge within the applicable heat rate tier level. The Value Added Charge for all Effective Periods beginning May 1, 2007 will be calculated as follows: Annual Total Value Added Charge net of the Reconciliation Charge divided by the number of therms the Company delivered to the customer during the Test Year where:
 - a) **Annual Total Value Added Charge** - The sum of the Monthly Total Value Added Charges for the twelve months in the Test Year.

PSC NO: 219 GAS

LEAF: 219.2

NIAGARA MOHAWK POWER CORPORATION

REVISION: 1

INITIAL EFFECTIVE DATE: 05/11/06

SUPERSEDING REVISION: 0

STAMPS: Issued in Compliance with Order of PSC in Case 03-G-1392 dated 11/23/05.

**SERVICE CLASSIFICATION NO. 14
GAS TRANSPORTATION SERVICE FOR DUAL FUEL ELECTRIC GENERATORS (CONTINUED)**

- b) **Reconciliation Charge** - The total of the Value Added Charges collected from the Customer during the Calendar Year subtracted from the total of the Value Added Charges that would have been collected had the Value Added Charge been calculated based on the actual Spark Spreads during the calendar year.
- c) **Monthly Total Value Added Charge** - Five percent of the difference between 1) The Spark Spread for each hour of the month the generator actually operated and 2) the applicable Base Year Spark Spread will be calculated. The resulting amount is multiplied by the Customers MWH Generated Output during the same Test Year hour. The resulting dollars for each hour are summed for each month of the Test Year. If such monthly value is less than or equal to zero, the Monthly Total Value Added Charge for that month will equal zero. If such Monthly Total Value Added Charge is greater than zero, such monthly value is the Monthly Total Value Added Charge for that month.
4. **The Minimum Annual Bill**, should be based on the cost components 1, 2, and 3 above and reflect no less than 50% of the generators Maximum Annual Quantity. For low capacity factor generators, the resultant rate should be no greater than the otherwise applicable interruptible transportation tariff. The Service Agreement will specify the dollar amount to be associated with the Minimum Annual Bill.

STATEMENT OF RATES:

All surcharges or refunds applicable to billings for Service Classification No. 14 will be duly filed with the P.S.C. apart from this rate schedule, not less than three (3) days prior to the first of each month.

INCREASE IN RATES AND CHARGES:

The rate and charges under this service classification will be increased by a tax factor pursuant to **GENERAL INFORMATION** Rule No. 19 of the tariff.

TERMS OF PAYMENT:

Bills are due and payable. Full payment must be received on or before the date shown on the bill to avoid a late payment charge of one and one-half percent (1½%).

TERM:

The term of the Service Agreement (Term) will commence as of the Effective Date and will continue for five (5) Contract Years. If the Company terminates the Customer's Service Agreement, during the initial five (5) year period or extension thereto, for failure to pay for service rendered hereunder, all moneys due under the Service Agreement, including future Minimum Annual Bills, will become due and payable.

PSC NO: 219 GAS

LEAF: 220

NIAGARA MOHAWK POWER CORPORATION

REVISION: 1

INITIAL EFFECTIVE DATE: 03/15/06

SUPERSEDING REVISION: 0

STAMPS: Issued in Compliance with Order of PSC in Case 03-G-1392 dated 11/23/05.

SERVICE CLASSIFICATION NO. 14
GAS TRANSPORTATION SERVICE FOR DUAL FUEL ELECTRIC GENERATORS (CONTINUED)

SPECIAL PROVISIONS:

1. Conditions Precedent:

Notwithstanding any other provision of this Service Classification, customer shall not be eligible to receive service under this Service Classification until customer pays all outstanding, undisputed overdue bills for any service rendered to customer by the Company that remain outstanding on the date of execution of this Service Agreement, including any and all late penalties or interest charges that apply to such bills.

2. Assignment or Transfer:

This Service Agreement may not be assigned by either the customer or the Company without the prior written consent of the other, which consent shall not be unreasonably withheld.

3. Metering:

Where practical, separate meters will be individually installed at the customer's expense to meter gas used for electric generation and that gas used for other requirements. Where not practical, the total measured volumes of gas will be allocated between that used for electric generation and other requirements by estimation per specifications mutually agreed upon by the customer and the Company in advance. Gas used for other requirements will be separately priced at tariff rates applicable to the specific service.

The Company will install, at the customer's expense, the necessary electronic metering equipment, acceptable to the Company, which allows the Company to provide transportation service under this service classification.

Customer is responsible for telephone service to the electronic metering equipment, as well as replacement cost of said remote metering if it is not covered under the warranty. Customer is also responsible for the cost of replacing or repairing the unit in the event that it is vandalized.

4. Customer Contribution:

Customer shall pay the Company for construction of service lines, main extensions, measuring and regulating equipment and system reinforcements necessary to serve the facility at a gas transportation service level of interruption equal to 720 hours per contract year. This payment shall be made prior to the Company starting construction on these facilities. The amount of such payment may be reflected in the Service Agreement and reflect bypass and operational aspects.

5. Negotiated Agreements:

The Company and customer may enter into a Negotiated Agreement. Negotiated Agreements are permitted to reflect bypass and operational aspects. These negotiated agreements are to be filed with the Public Service Commission. Tariff addenda for similarly situated generators will be made public. The Company may seek trade secret status for the Negotiated Agreement. Cost justifications for the change in terms and conditions will be filed with the Public Service Commission. Negotiated Agreements with affiliates are prohibited.

PSC NO: 219 GAS
NIAGARA MOHAWK POWER CORPORATION
INITIAL EFFECTIVE DATE: 01/01/07

LEAF: 221
REVISION: 4
SUPERSEDING REVISION: 3

SERVICE CLASSIFICATION NO. 14
GAS TRANSPORTATION SERVICE FOR DUAL FUEL ELECTRIC GENERATORS (CONTINUED)

SPECIAL PROVISIONS: (continued)

6. Scheduling:

No later than one (1) day prior to the nomination deadline requirement of the pipeline that customer will use to deliver gas to the Receipt Point, customer will transmit information to the Company that will provide an informal forecast of the quantities of gas that customer believes it will nominate for transportation by the Company for each Day during the succeeding calendar Month. On the same Day and manner in which customer nominates the actual quantities of gas to be transported by the transporting pipeline or marketer for delivery to the Company, or to an aggregator for delivery to the Company's system, customer will formally notify the Company of said nomination. All such notifications will be in accordance with such guidelines and practices as are customarily used by the Company for similar service.

The Company reserves the right to reject any application for service or nominations under this Service Classification where, in the sole discretion of the Company, the provision of service would or might result in a reduction in the Company's rights or ability to receive service, purchase gas or utilize capacity on the transmission system of its upstream pipeline(s), impair or interfere with the Company's operations, or impose costs in excess of those subject to recovery under this Service Classification.

7. Character of Service:

A. Transportation Service - Subject to the terms and conditions of Service Classification No. 14, the Company agrees to receive from customer at the Receipt Point on any Day such quantity of natural gas up to the MDDQ, plus Losses, as customer may tender or cause to be tendered for transportation, and to deliver on an interruptible basis such total quantity of gas, less Losses, at the Delivery Point. The Company's obligations to deliver customer-owned gas is defined in **GENERAL INFORMATION** Rule No. 3.2 of the Tariff.

B. Interruption of Service - The Company will provide no less than two (2) hours prior notice to the customer, either in writing or orally (by telephone or otherwise) unless an emergency requires a shorter notice period. Transportation service under this Service Classification No. 14 is subject to interruption by the Company in its sole discretion for up to 720 hours per Contract Year, exclusive of Force Majeure events.

The customer agrees that if it fails to discontinue use of service as ordered by the Company, the Company may disconnect and cancel service. In addition, all usage of gas taken during such period of requested interruption shall be billed at the stated rate in effect at the time, plus the currently effective rate per Dth of unauthorized usage in accordance with Rule 3.3.1 of this schedule.

Customers with distillate alternate fuels, agree that if it fails to meet the alternate fuel requirements set forth in Rule 3.4 of this rate schedule, the penalties set forth in Rule 3.4 will apply.

PSC NO: 219 GAS

NIAGARA MOHAWK POWER CORPORATION

INITIAL EFFECTIVE DATE: 03/15/06

STAMPS: Issued in Compliance with Order of PSC in Case 03-G-1392 dated 11/23/05.

LEAF: 222

REVISION: 1

SUPERSEDING REVISION: 0

SERVICE CLASSIFICATION NO. 14
GAS TRANSPORTATION SERVICE FOR DUAL FUEL ELECTRIC GENERATORS (CONTINUED)

SPECIAL PROVISIONS: (continued)

- C. Upstream Transportation and Gas Supply - Customer will be responsible for obtaining all gas supply and transportation upstream of the Receipt Point.
- D. Limitation of Service - The transportation gas must be for the customer's own use at a single location and will not be re-metered, sub-metered, resold, assigned or otherwise disposed to another or others, except as provided in the Service Agreement.

Service rendered hereunder shall be for a single customer at a single location. Individual agreements are required for each location.

- E. In addition to the applicable interruptibility provisions stated above or in the Service Agreement, Gas transported hereunder may be interrupted due to Force Majeure emergencies to the extent of the Maximum Daily Delivery Quantity at the sole discretion of the Company at any time by prior oral or written notice to customer, and customer shall thereupon discontinue service as ordered.

When the Company is in a short-term "Force Majeure" supply shortage with its supplier(s), the Company has the right to purchase the customer's own gas supply. Unless otherwise agreed to under a Peak Shaving Agreement, the price paid will be the Company's weighted average commodity cost of gas from its supplier(s) for the month.

8. Pressure and Quality:

A. Pressure and Quality Specifications:

All gas tendered or caused to be tendered by customer to the Company for transportation under this Service Classification will meet the pressure and quality specifications contained in the Tariff. In the event such gas does not meet any of those specifications, the Company is entitled to reject such gas and refuse to perform any further transportation services under this Service Classification until customer's gas meets all such specifications.

In cases where the customer desires delivery pressure above existing tariff levels, the Company shall include in the Service Agreement or as a component of the contribution in aid of construction the recovery of the costs for these incremental facilities and incremental operating expenses.

PSC NO: 219 GAS

NIAGARA MOHAWK POWER CORPORATION

INITIAL EFFECTIVE DATE: 03/15/06

STAMPS: Issued in Compliance with Order of PSC in Case 03-G-1392 dated 11/23/05.

LEAF: 223

REVISION: 1

SUPERSEDING REVISION: 0

RESERVED FOR FUTURE USE

PSC NO: 219 GAS

NIAGARA MOHAWK POWER CORPORATION

INITIAL EFFECTIVE DATE: 03/15/06

STAMPS: Issued in Compliance with Order of PSC in Case 03-G-1392 dated 11/23/05.

LEAF: 224

REVISION: 1

SUPERSEDING REVISION: 0

RESERVED FOR FUTURE USE

PSC NO: 219 GAS

LEAF: 225

NIAGARA MOHAWK POWER CORPORATION

REVISION: 1

INITIAL EFFECTIVE DATE: 03/15/06

SUPERSEDING REVISION: 0

STAMPS: Issued in Compliance with Order of PSC in Case 03-G-1392 dated 11/23/05.

SERVICE CLASSIFICATION NO. 14
GAS TRANSPORTATION SERVICE FOR DUAL FUEL ELECTRIC GENERATORS (CONTINUED)

SPECIAL PROVISIONS: (continued)

B. Liability for Pressure and Quality:

As between customer and the Company, customer will be solely responsible and liable for any charges, penalties, costs or expenses incurred or payable by either party for customer's failure to provide gas that conforms to the pressure and quality requirements of Special Provision 9, Section A above.

9. Imbalances:

The Company will not provide balancing service to the customer. The customer will be responsible for purchasing balancing services in the competitive marketplace that are satisfactory to the Company.

10. Liability and Indemnification:

Customer and the Company will indemnify and hold the other harmless against any and all claims, actions or damages caused by or resulting from its control and possession of gas transported under this Agreement. As between the parties, the customer will be presumed to be in control and possession of the gas transported under this Agreement at any time prior to the time the Company receives the gas at the Receipt Point and at any time after the Company delivers the gas at the Delivery Point. The Company will be in control and possession of such gas after it has received the gas at the Receipt Point and up to the time it delivers gas at the Delivery Point. Title to gas transported under this Agreement will, at all times, vest in customer.

Each customer under this Service Classification warrants that it will, at the time it delivers gas to the Company for transportation, have good and merchantable title to all such gas free and clear of all liens, encumbrances and claims whatsoever. The customer shall indemnify the Company and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising out of the adverse claims of any or all persons to said gas including claims for any royalties, taxes, license fees or charges applicable to such gas or to the delivery of such gas to the Company for transportation.

PSC NO: 219 GAS

LEAF: 226

NIAGARA MOHAWK POWER CORPORATION

REVISION: 1

INITIAL EFFECTIVE DATE: 03/15/06

SUPERSEDING REVISION: 0

STAMPS: Issued in Compliance with Order of PSC in Case 03-G-1392 dated 11/23/05.

SERVICE CLASSIFICATION NO. 14
GAS TRANSPORTATION SERVICE FOR DUAL FUEL ELECTRIC GENERATORS (CONTINUED)

SPECIAL PROVISIONS: (continued)

11. Force Majeure:

- A. Definition of Force Majeure Events - The term Force Majeure means an event (i) that was not within the control of the party claiming its occurrence (ii) that could not have been prevented or avoided by such party through the exercise of due diligence; and (iii) that prohibits or prevents such party from performing its obligations under this agreement. Events that may give rise to a claim of Force majeure include:
1. Acts of God, including earthquakes, epidemics, fires, floods, hurricanes, landslides, lightning, storms, washouts, blowouts, freezing of wells or lines of pipe used to supply the gas described in this Agreement and other similar unusual and severe natural calamities;
 2. Acts of the public enemy, wars, blockade, insurrections, riots, civil disturbances and arrests;
 3. Strikes, lockouts or other industrial labor disturbances;
 4. Explosions, breakage, accidents to equipment or lines of pipe used to supply or affecting the use of the gas described in this Agreement;
 5. The imposition by a Government Authority, court or other governmental authority having jurisdiction of binding laws, conditions, limitations, orders, rules or regulations that prevent or prohibit a party from performing, provided such governmental action has been resisted in good faith by all reasonable legal means.
- B. Notice and Limitation on Obligations Under Force Majeure - If either party because of Force Majeure is rendered wholly or partly unable to perform its obligations under this Agreement, except for the obligation to make payments of money for services previously rendered, such party will be excused from whatever performance is affected by the Force Majeure, but only to the extent so affected, provided that:
1. The non-performing party, as soon as reasonably practicable, will provide oral notice of the Force Majeure event to the other party in accordance with Special Provisions: Notices of this Service Classification, followed by written notice (via facsimile, telex, or telecopy or computer hook-up, if available) within forty-eight (48) hours after provision of the oral notice;
 2. Within five (5) days after the commencement of the Force Majeure, the non-performing party will give the other party written notice describing the particulars of the occurrence;

PSC NO: 219 GAS
NIAGARA MOHAWK POWER CORPORATION
INITIAL EFFECTIVE DATE: 08/01/03

LEAF: 227
REVISION: 0
SUPERSEDING REVISION:

SERVICE CLASSIFICATION NO. 14
GAS TRANSPORTATION SERVICE FOR DUAL FUEL ELECTRIC GENERATORS (CONTINUED)

SPECIAL PROVISIONS: (continued)

3. The suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
 4. No obligations of either party which arose before the occurrence causing the suspension of performance are excused as a result of the occurrence;
 5. The non-performing party uses reasonable diligence to remedy its inability to perform;
and
 6. the non-performing party will give the other party oral notice of the date the Force Majeure is no longer in effect as soon as practicable, and will provide written notice within twenty-four (24) hours after the provision of the oral notice.
- C. Requirements to Claim Force Majeure - No party will be entitled to the benefit of Force Majeure under any of the following circumstances:
1. To the extent such party was negligent, in whole or in part, in causing such Force Majeure or to the extent that such Force Majeure is the result of acts, omissions or the negligence of such party's corporate affiliates;
 2. To the extent such party failed to use due diligence or failed to utilize all reasonable dispatch and reasonable efforts in removing or overcoming such Force Majeure to again put itself in a position to carry out all of the obligations which it has assumed;
 3. In the event such party claiming Force Majeure fails to give reasonable written notice as described in Special Provisions Force Majeure 2; or
 4. To the extent such party's inability to perform was caused by that party's lack of funds;
 5. Settlement of Labor Disputes - Settlement of strikes and lockouts will be entirely within the discretion of the party affected, and the requirements that any event of Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the parties directly or indirectly involved in such strikes or lockouts when such course is inadvisable in the discretion of the party having such difficulty.

PSC NO: 219 GAS

LEAF: 228

NIAGARA MOHAWK POWER CORPORATION

REVISION: 1

INITIAL EFFECTIVE DATE: 03/15/06

SUPERSEDING REVISION: 0

STAMPS: Issued in Compliance with Order of PSC in Case 03-G-1392 dated 11/23/05.

SERVICE CLASSIFICATION NO. 14
GAS TRANSPORTATION SERVICE FOR DUAL FUEL ELECTRIC GENERATORS (CONTINUED)

SPECIAL PROVISIONS: (continued)

12. Security:

A. Obligation to Provide Security:

The Company may require a deposit as set forth in **GENERAL INFORMATION** Rule No. 2.4.2.1 of this Tariff. If a customer taking service under this Service Classification does not have a minimum "BBB" rating from Standard and Poors or Fitch coupled with 24 months of good payment history with the Company, the following security requirements should apply.

Customer shall provide and maintain firm security satisfactory in form and content to the Company, in the form of cash or a Letter of Credit, in an amount sufficient to guarantee payment for sixty (60) days of service under this Service Classification, including the provisions identified in the Definition of Rates Section of this schedule. If there is a change in the charges assessed under this Service Classification or service that would change the amount to be covered by such security, customer will be required to adjust the amount of security within thirty (30) Days.

B. Requirements of Letter of Credit:

In the event customer elects to post firm security in the form of a Letter of Credit:

1. Letter of credit shall mean an irrevocable Letter of Credit issued by a financial institution selected by customer and acceptable to the Company, which financial institution shall have at least an A rating;
2. Customer shall be responsible for maintaining a Letter of Credit in full force and effect during the entire term of this Service Agreement and replacing any such Letter that is to expire with a new one no later than thirty (30) Days prior to the date of expiration of the previous Letter of Credit.
3. The sole drawing conditions under the Letter of Credit shall be the delivery to the Issuer, with a copy to customer, of a certificate signed by a duly authorized officer of the Company, certifying that (i) the Service Agreement has been terminated (ii) customer has failed to deliver to the Company a Letter of Credit or replacement Letter of Credit in accordance with the immediately preceding Special Provisions - Security Subparagraph B, or (iii) customer has failed to make payment to the Company for transportation services under this Service Classification and is in arrears by thirty (30) Days or more. The amount of the Letter of Credit the Company draws down will represent the Company's estimation of damages from termination, the full amount required to replace an expiring Letter of Credit, or customer's actual arrearage to date, as the case may be. Multiple draw downs will be permitted up to the full value of the Letter of Credit.

PSC NO: 219 GAS

LEAF: 229

NIAGARA MOHAWK POWER CORPORATION

REVISION: 1

INITIAL EFFECTIVE DATE: 03/15/06

SUPERSEDING REVISION: 0

STAMPS: Issued in Compliance with Order of PSC in Case 03-G-1392 dated 11/23/05.

SERVICE CLASSIFICATION NO. 14
GAS TRANSPORTATION SERVICE FOR DUAL FUEL ELECTRIC GENERATORS (CONTINUED)

SPECIAL PROVISIONS: (continued)

13. Notices:

Unless otherwise specified in the Service Agreement, any notice to be given under this Service Agreement will be in writing and will be deemed to have been properly given (i) when actually received by the party to whom the notice is addressed or its authorized representative, or (ii) when mailed by United States registered or certified mail, postage prepaid, return receipt requested, to the party to be notified. Routine communications and monthly billing statements will be considered as duly delivered when mailed by either registered, certified, or ordinary mail. Such communications will be addressed to the respective parties as follows:

To Niagara Mohawk:

Niagara Mohawk
A National Grid Company
300 Erie Boulevard West
Syracuse, New York 13202
Attn: Manager, Gas Pricing

To Customer:

Company Name
Company Address
City, State Zip
Attn: Title and/or Person

or to such other address as may be designated in writing by either party.

BOSTON GAS COMPANY
d/b/a National Grid

M.D.P.U. No. 4.1
Cancels M.D.P.U. No. 4
Page 17-1

DISTRIBUTION SERVICE TERMS AND CONDITIONS

17.0 INTERRUPTIBLE DISTRIBUTION SERVICE

17.1 Until such time that standardized terms and conditions for Interruptible Distribution Service are developed, the terms of customer-specific contracts shall establish the provision of such service by the Company.

Issued: October 31, 2011

Effective: November 1, 2011

Issued by: M. Reed, President
40 Sylvan Rd, Waltham MA 02451-1120

COLONIAL GAS COMPANY
d/b/a National Grid

M.D.P.U. No. 4.1
Cancels M.D.P.U. No. 4
Page 17-1

DISTRIBUTION SERVICE TERMS AND CONDITIONS

17.0 INTERRUPTIBLE DISTRIBUTION SERVICE

17.1 Until such time that standardized terms and conditions for Interruptible Distribution Service are developed, the terms of customer-specific contracts shall establish the provision of such service by the Company.

NIAGARA MOHAWK POWER CORPORATION d/b/a NATIONAL GRID
RATE YEAR ENDING MARCH 31, 2014

Account Description	Account Code	Total Allocated Dollars	Allocation Summary										NYSEG Transport			
			SC-1 Residential Heat & NonHeat	SC-2 R&C&I Sales & Trans	SC-3 Large C&I Sales	SC-5 Medium Firm Transport	SC-6 Interruptible Transport	SC-7 Small Firm Transport	SC-8 Large Firm Transport	SC-12 & 13 Distribution Generation						
377 Summary Report																
378 Sales & Transportation Operating Revenues		313,193,199	52,075,842	668,342	5,386,846	7,306,550	8,890,075	11,973,566	57,351	290,509						
379 Misc Rev: Not Merchant Function		-584,443	3,149	2,798	-67,813	0	7,320	-869,285	481	0						
380 Misc Rev: Merchant Function		11,755,765	1,293,616	0	0	0	0	0	2,429	0						
381 Late Payment Charge		2,740,388	408,881	4,296	10,958	9,128	30,502	25,187	91	0						
382 Bal Service Cost		345,000	50,871	0	35,881	59,090	30,548	98,456	314	1,665						
383 One Bill Billing Fees		296,253	34,900	0	0	0	0	0	0	0						
384 Misc Gas Revenue		1,480,108	246,103	3,158	25,457	34,530	42,013	56,585	271	1,373						
385 Reestablishment Charge		84,511	19,657	292	744	620	1,860	1,711	6	0						
386 Research & Development		-663,523	-110,327	-1,416	-11,412	-15,479	-18,834	-25,367	-122	-615						
387 Total Operating Revenues		328,647,257	54,022,692	677,471	5,380,561	7,394,438	8,983,484	11,260,854	60,822	292,931						
388																
389																
390 Production Expense		2,221	367	21	0	0	0	0	0	0						
391 Natural Gas Storage Expense		515,772	81,776	3,961	0	0	0	0	0	0						
392 Transmission Expense		204,686	34,898	718	9,364	0	12,906	24,965	58	0						
393 Distribution Expense		45,960,837	5,071,290	72,415	971,970	676,908	1,148,425	3,137,245	7,082	59,101						
394 Operation & Maintenance Expense		46,683,517	5,188,331	77,115	981,334	676,908	1,161,330	3,162,210	7,633	59,101						
395																
396 Customer and Sales Expenses		29,057,883	2,084,966	5,104	72,992	115,723	185,542	193,203	946	3,266						
397																
398 A&G Expenses		63,158,664	6,484,346	82,872	1,149,536	929,786	1,309,074	3,646,022	8,813	63,277						
399		138,900,064	13,757,642	165,090	2,203,861	1,722,417	2,655,946	7,001,441	17,392	125,645						
400 Depreciation Expense		49,188,004	38,686,173	69,709	1,003,921	186,519	1,217,946	2,461,396	6,850	51,486						
401																
402 Taxes other than Income Tax		45,042,218	5,053,894	62,974	888,789	122,379	1,110,000	2,183,076	6,056	47,565						
403 Other Income		0	0	0	0	0	0	0	0	0						
404		95,516,972	29,707,152	379,698	1,284,090	5,363,123	3,999,592	-385,059	30,524	68,236						
405																
406																
407 Federal Income Taxes-Current & Deferred		25,124,000	7,420,624	88,889	249,541	1,289,343	904,936	-285,868	7,034	13,136						
408 State Net Income Tax		5,306,000	1,567,180	18,773	52,701	272,299	191,116	-60,373	1,486	2,774						
409 Subtotal - Income Taxes		30,430,000	8,987,804	107,662	302,242	1,561,642	1,096,052	-346,241	8,520	15,910						
410		31,869	30,259	28,359	23,549	29,129	27,409	89,929	27,919	23,329						
411 NET INCOME		65,086,972	20,719,348	272,036	981,848	3,801,481	2,903,540	-38,819	22,004	52,326						
412																
413 TOTAL RATE BASE		1,074,506,197	121,366,294	1,424,647	22,112,505	2,953,419	27,603,375	53,225,486	146,845	1,225,109						
414																
415 Return		6,066	17,079	19,099	4,444	128,719	10,529	-0,079	14,989	4,279						
416 Unlized Return		1,00	2,82	3,15	0,73	21,25	1,74	(0,01)	2,47	0,71						
417 Customer Class Information:																
418																
419 Throughput		1,143,812,596	176,963,301	4,348,549	70,307,335	115,784,374	59,856,610	192,919,628	762,407	3,261,596						
420 Number of Customers		596,092	44,579	40	161	24	713	60	10	1						
421 Revenues		308,575,428	51,308,027	658,488	5,307,421	7,198,821	8,758,998	11,797,026	56,506	286,226						
422																
423 Percentage of Throughput			15,471,4%	0,3802%	6,1468%	10,1227%	5,2331%	16,8664%	0,0667%	0,2852%						
424 Percentage of the Number of Customers			7,4785%	0,0067%	0,0270%	0,0408%	0,1197%	0,0101%	0,0017%	0,0002%						
425 Percentage of Revenues			16,6274%	0,2134%	1,7200%	2,3329%	2,8385%	3,8231%	0,0183%	0,0928%						

KEYSPAN ENERGY DELIVERY LONG ISLAND
SUMMARY OF RATES OF RETURN BY CUSTOMER CLASS
FOR TWELVE MONTHS ENDED DECEMBER 31, 2005

<u>Class</u>	<u>% Return</u>
Residential Non-Heating	-3.07%
Residential Heating	8.45%
Non-Residential General	11.34%
Multiple-Dwelling Service	7.24%
High Load Factor Service	49.12%
Temperature Controlled	66.53%
Return for Above Classes	7.68%
System Average Return	8.69%

KEYSPAN ENERGY DELIVERY NEW YORK
SUMMARY OF RATES OF RETURN BY CUSTOMER CLASS
FOR TWELVE MONTHS ENDED DECEMBER 31, 2005

<u>Class</u>	<u>% Return</u>
Residential Non-Heating	-0.64%
Residential Heating	7.85%
Non-Residential General	18.28%
Multi-Family Heating and/or Water Heating	5.63%
High Load Factor Service	18.45%
Temperature Controlled	42.43%
Return for above classes	9.13%
System Average	9.86%

Line No.	Description (A)	System Total (B)	R-1 BOS (C)	R-3 BOS (D)	G41 SLLF BOS (E)	G42 MLLF BOS (F)	G43 LLLF BOS (G)	G44 ELLLF BOS
Rate Base								
1	Plant in Service	\$ 2,558,191,569	\$ 117,195,391	\$ 1,332,141,572	\$ 96,412,724	\$ 116,632,461	\$ 284,258,150	\$ 104,610,607
2	Accumulated Reserve	(874,123,187)	(50,183,220)	(468,070,170)	(33,766,736)	(36,938,228)	(81,697,737)	(25,500,196)
3	Other Rate Base Items	(713,345,643)	(32,410,270)	(370,675,835)	(27,758,267)	(32,995,080)	(80,154,982)	(29,248,451)
4	Total Rate Base	\$ 970,722,739	\$ 34,601,901	\$ 493,395,568	\$ 34,887,721	\$ 46,699,153	\$ 122,405,431	\$ 49,861,961
Revenues at Current Rates								
5	Gas Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Base Rate Revenues	381,332,529	24,849,552	210,318,287	18,046,628	16,487,912	36,438,432	14,275,036
7	Other Revenue	32,972,519	769,337	15,481,080	1,051,091	1,615,684	4,760,605	2,240,981
8	RAAF Revenues	-	-	-	-	-	-	-
9	LDAF Revenue	25,724,901	600,231	12,078,217	820,053	1,260,544	3,714,187	1,748,396
10	Special Contract	23,744,414	846,382	12,068,728	853,373	1,142,287	2,994,104	1,219,651
11	Miscellaneous Revenues	1,391,202	32,460	653,190	44,348	68,170	200,863	94,553
12	Total Revenues	\$ 465,165,565	\$ 27,097,961	\$ 250,599,502	\$ 20,815,494	\$ 20,574,597	\$ 48,108,192	\$ 19,578,617
Expenses at Current Rates								
13	Purchased Gas Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Operations & Maintenance Expenses	270,276,206	17,253,212	156,245,368	9,606,489	10,491,011	24,404,569	9,237,138
15	Depreciation Expense	89,454,365	4,790,024	48,811,085	3,524,737	3,685,951	8,473,808	2,604,902
16	Miscellaneous Interest Expense	6,735,240	239,114	3,409,570	249,271	326,707	852,576	345,158
17	Taxes Other Than Income Taxes	34,405,370	1,656,346	18,059,935	1,291,025	1,537,204	3,766,671	1,397,467
18	Income Taxes	-	-	-	-	-	-	-
19	Total Expenses - Current	\$ 400,871,181	\$ 23,938,697	\$ 226,525,968	\$ 14,671,521	\$ 16,040,873	\$ 37,497,624	\$ 13,584,665
20	Current Operating Income	64,294,384	3,159,265	24,073,544	6,143,973	4,533,724	10,610,569	5,993,951
21	Return at Current Rates	6.62%	9.13%	4.88%	17.61%	9.71%	8.67%	12.02%

Line No.	Description (A)	System Total (B)	G51 SHLF BOS (H)	G52 MHLF BOS (I)	G53 LHLF BOS (J)	G54 ELHLF BOS (K)	G-7 BOS (L)	G-17 (M)
Rate Base								
1	Plant in Service	\$ 2,558,191,569	\$ 32,032,061	\$ 41,265,491	\$ 61,538,695	\$ 69,527,049	\$ 1,091,873	\$ 10,808
2	Accumulated Reserve	(874,123,187)	(11,511,393)	(13,062,043)	(17,899,595)	(15,408,532)	(224,375)	(2,220)
3	Other Rate Base Items	(713,345,643)	(9,170,805)	(11,785,630)	(17,312,225)	(19,395,838)	(304,985)	(3,016)
4	Total Rate Base	\$ 970,722,739	\$ 11,349,863	\$ 16,417,818	\$ 26,326,875	\$ 34,722,679	\$ 562,513	\$ 5,572
Revenues at Current Rates								
5	Gas Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Base Rate Revenues	381,332,529	6,214,010	6,874,900	9,441,783	9,906,517	522,801	23,419
7	Other Revenue	32,972,519	468,102	809,954	1,325,179	2,068,076	40,477	407
8	RAAF Revenues	-	-	-	-	-	-	-
9	LDAF Revenue	25,724,901	365,210	631,920	1,033,894	1,613,497	31,580	317
10	Special Contract	23,744,414	277,624	401,589	643,970	849,336	13,759	136
11	Miscellaneous Revenues	1,391,202	19,751	34,174	55,913	87,258	1,708	17
12	Total Revenues	\$ 465,165,565	\$ 7,344,696	\$ 8,752,537	\$ 12,500,739	\$ 14,524,683	\$ 610,325	\$ 24,297
Expenses at Current Rates								
13	Purchased Gas Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Operations & Maintenance Expenses	270,276,206	3,141,887	3,926,200	5,332,429	6,574,461	94,363	980
15	Depreciation Expense	89,454,365	1,203,154	1,282,340	1,830,636	1,587,370	23,979	237
16	Miscellaneous Interest Expense	6,735,240	80,526	116,007	182,980	240,047	3,887	39
17	Taxes Other Than Income Taxes	34,405,370	429,253	544,708	815,572	934,982	14,640	146
18	Income Taxes	-	-	-	-	-	-	-
19	Total Expenses - Current	\$ 400,871,181	\$ 4,864,820	\$ 5,869,255	\$ 8,161,617	\$ 9,336,860	\$ 136,869	\$ 1,402
20	Current Operating Income	64,294,384	2,489,876	2,883,282	4,339,122	5,187,823	473,456	22,895
21	Return at Current Rates	6.82%	21.94%	17.56%	16.48%	14.94%	84.17%	410.91%

Line No.	Description (A)	R-1 ESS (N)	R-3 ESS (O)	G41 SLLF ESS (P)	G42 MLF ESS (C)	G43 LLLF ESS (R)	G51 SHLF ESS (S)	G52 MHLF ESS (T)	G53 LHLF ESS
	System Total								
1	Rate Base								
2	Plant in Service	\$ 11,023,324	\$ 217,860,206	\$ 35,167,038	\$ 13,516,353	\$ 4,068,165	\$ 13,338,922	\$ 5,300,051	\$ 1,200,627
3	Accumulated Reserve	\$ (5,110,356)	\$ (89,208,317)	\$ (13,230,224)	\$ (4,297,808)	\$ (1,313,451)	\$ (4,837,976)	\$ (1,548,565)	\$ (312,041)
4	Other Rate Base Items	\$ (3,070,327)	\$ (59,451,186)	\$ (9,578,817)	\$ (3,599,733)	\$ (1,074,222)	\$ (3,620,952)	\$ (1,402,827)	\$ (332,197)
	Total Rate Base	\$ 2,842,638	\$ 69,200,703	\$ 12,357,996	\$ 5,618,812	\$ 1,680,492	\$ 4,879,933	\$ 2,348,659	\$ 556,390
5	Revenues at Current Rates								
6	Gas Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Base Rate Revenues	\$ 1,280,816	\$ 18,695,137	\$ 3,230,053	\$ 1,472,482	\$ 412,821	\$ 1,588,624	\$ 911,133	\$ 342,185
8	Other Revenue	\$ 38,964	\$ 1,452,884	\$ 301,605	\$ 185,604	\$ 49,987	\$ 166,092	\$ 112,521	\$ 33,889
9	RAAF Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	LDAF Revenue	\$ 30,400	\$ 1,133,529	\$ 235,310	\$ 144,807	\$ 38,999	\$ 129,583	\$ 87,788	\$ 26,440
11	Special Contract	\$ 23,744,414	\$ 1,692,687	\$ 302,283	\$ 137,439	\$ 41,106	\$ 119,367	\$ 57,450	\$ 13,610
12	Miscellaneous Revenues	\$ 1,391,202	\$ 61,301	\$ 12,726	\$ 7,831	\$ 2,109	\$ 7,008	\$ 4,748	\$ 1,430
	Total Revenues	\$ 465,165,565	\$ 23,035,539	\$ 4,081,977	\$ 1,948,164	\$ 545,021	\$ 2,010,675	\$ 1,173,640	\$ 417,553
13	Expenses at Current Rates								
14	Purchased Gas Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Operations & Maintenance Expenses	\$ 838,720	\$ 17,121,824	\$ 2,822,685	\$ 1,161,342	\$ 343,078	\$ 1,109,310	\$ 471,737	\$ 99,403
16	Depreciation Expense	\$ 526,062	\$ 8,829,060	\$ 1,221,752	\$ 353,247	\$ 109,826	\$ 440,898	\$ 123,840	\$ 31,456
17	Miscellaneous Interest Expense	\$ 19,643	\$ 478,195	\$ 86,460	\$ 39,225	\$ 11,624	\$ 34,047	\$ 16,322	\$ 3,845
18	Taxes Other Than Income Taxes	\$ 142,838	\$ 2,853,000	\$ 463,182	\$ 180,875	\$ 54,369	\$ 175,877	\$ 71,290	\$ 15,991
19	Income Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Expenses - Current	\$ 1,527,262	\$ 29,282,079	\$ 4,594,079	\$ 1,734,689	\$ 518,897	\$ 1,760,132	\$ 683,189	\$ 150,694
20	Current Operating Income	\$ 64,294,384	\$ (6,246,541)	\$ (512,101)	\$ 213,474	\$ 26,125	\$ 250,542	\$ 490,450	\$ 266,859
21	Return at Current Rates	6.62%	-3.73%	-4.14%	3.80%	1.55%	5.13%	20.88%	47.96%

Line No.	Description (A)	System Total (B)	R-1 BOS (C)	R-3 BOS (D)	G41 SLLF BOS (E)	G42 WLLF BOS (F)	G43 LLLF BOS (G)	G44 ELLF BOS
Revenue Requirement at Equal Rates of Return								
22	Required Return	7.91%	7.91%	7.91%	7.91%	7.91%	7.91%	7.91%
23	Required Operating Income	\$ 76,784,169	\$ 2,737,010	\$ 39,027,589	\$ 2,759,619	\$ 3,693,903	\$ 9,682,270	\$ 3,944,081
24	Operating Income (Deficiency)/Surplus	\$ (12,489,785)	\$ 422,254	\$ (14,954,045)	\$ 3,384,354	\$ 839,821	\$ 928,299	\$ 2,049,870
Expenses at Required Return								
25	Purchased Gas Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26	Operations & Maintenance Expenses	\$ 271,399,995	\$ 17,344,672	\$ 157,107,418	\$ 9,649,044	\$ 10,508,837	\$ 24,427,400	\$ 9,237,458
27	Depreciation Expense	\$ 89,454,365	\$ 4,790,024	\$ 48,811,085	\$ 3,524,737	\$ 3,685,951	\$ 8,473,808	\$ 2,604,902
28	Miscellaneous Interest Expense	\$ 6,735,240	\$ 239,114	\$ 3,409,570	\$ 249,271	\$ 326,707	\$ 852,576	\$ 345,158
29	Taxes Other than Income	\$ 34,405,370	\$ 1,656,346	\$ 18,059,935	\$ 1,291,025	\$ 1,537,204	\$ 3,766,671	\$ 1,397,467
30	Income Taxes	\$ 30,456,571	\$ 1,085,640	\$ 15,480,360	\$ 1,094,607	\$ 1,465,193	\$ 3,840,489	\$ 1,564,426
31	Total Expense - Required	\$ 432,451,542	\$ 25,115,796	\$ 242,868,368	\$ 15,808,684	\$ 17,523,892	\$ 41,360,943	\$ 15,149,412
32	Total Revenue Requirement at Equal Return	\$ 509,235,710	\$ 27,852,807	\$ 281,895,958	\$ 18,568,303	\$ 21,217,795	\$ 51,043,213	\$ 19,093,493
33	Revenue (Deficiency)/Surplus	\$ (44,070,145)	\$ (754,845)	\$ (31,296,455)	\$ 2,247,191	\$ (643,198)	\$ (2,935,020)	\$ 485,124

Line No.	Description (A)	System Total (B)	G51 SHLF BOS (H)	G52 MHLF BOS (I)	G53 LHLF BOS (J)	G54 ELHLF BOS (K)	G-7 BOS (L)	G-17 (M)
Revenue Requirement at Equal Rates of Return								
22	Required Return	7.91%	7.91%	7.91%	7.91%	7.91%	7.91%	7.91%
23	Required Operating Income	\$ 76,784,169	\$ 897,774	\$ 1,298,649	\$ 2,082,456	\$ 2,746,564	\$ 44,495	\$ 441
24	Operating Income (Deficiency)/Surplus	\$ (12,489,785)	\$ 1,592,102	\$ 1,584,633	\$ 2,256,667	\$ 2,441,259	\$ 428,961	\$ 22,455
Expenses at Required Return								
25	Purchased Gas Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26	Operations & Maintenance Expenses	271,399,995	3,153,424	3,934,437	5,336,804	6,577,363	94,363	980
27	Depreciation Expense	89,454,365	1,203,154	1,282,340	1,830,636	1,587,370	23,979	237
28	Miscellaneous Interest Expense	6,735,240	80,526	116,007	182,980	240,047	3,887	39
29	Taxes Other than Income	34,405,370	429,253	544,708	815,572	934,982	14,640	146
30	Income Taxes	30,456,571	356,104	515,111	826,010	1,089,429	17,649	175
31	Total Expense - Required	\$ 432,451,542	\$ 5,222,460	\$ 6,392,604	\$ 8,992,002	\$ 10,429,191	\$ 154,518	\$ 1,576
32	Total Revenue Requirement at Equal Return	\$ 509,235,710	\$ 6,120,234	\$ 7,691,253	\$ 11,074,458	\$ 13,175,755	\$ 199,012	\$ 2,017
33	Revenue (Deficiency)/Surplus	\$ (44,070,145)	\$ 1,224,461	\$ 1,061,284	\$ 1,426,281	\$ 1,348,928	\$ 411,312	\$ 22,280

Line No.	Description (A)	System Total (B)	R-1 ESS (N)	R-3 ESS (O)	G41 SLLF ESS (P)	G42 MLF ESS (Q)	G43 LLLF ESS (R)	G51 SHLF ESS (S)	G52 MHLF ESS (T)	G53 LHLF ESS
	Revenue Requirement at Equal Rates of Return									
22	Required Return		7.91%	7.91%	7.91%	7.91%	7.91%	7.91%	7.91%	7.91%
23	Required Operating Income	\$ 76,784,169	\$ 224,853	\$ 5,473,776	\$ 977,518	\$ 444,448	\$ 132,927	\$ 386,007	\$ 185,779	\$ 44,010
24	Operating Income (Deficiency)/Surplus	\$ (12,489,785)	\$ (330,758)	\$ (11,720,316)	\$ (1,488,619)	\$ (230,974)	\$ (106,802)	\$ (135,465)	\$ 304,671	\$ 222,848
	Expenses at Required Return									
25	Purchased Gas Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26	Operations & Maintenance Expenses	\$ 271,399,995	\$ 842,402	\$ 17,172,285	\$ 2,826,349	\$ 1,161,384	\$ 343,079	\$ 1,111,143	\$ 471,749	\$ 99,403
27	Depreciation Expense	\$ 89,454,365	\$ 526,062	\$ 8,829,060	\$ 1,221,752	\$ 353,247	\$ 109,826	\$ 440,898	\$ 123,840	\$ 31,456
28	Miscellaneous Interest Expense	\$ 6,735,240	\$ 19,643	\$ 478,195	\$ 86,460	\$ 39,225	\$ 11,624	\$ 34,047	\$ 16,322	\$ 3,845
29	Taxes Other than Income	\$ 34,405,370	\$ 142,838	\$ 2,853,000	\$ 463,182	\$ 180,875	\$ 54,369	\$ 175,877	\$ 71,290	\$ 15,991
30	Income Taxes	\$ 30,456,571	\$ 89,188	\$ 2,171,182	\$ 387,734	\$ 176,291	\$ 52,726	\$ 153,111	\$ 73,690	\$ 17,457
31	Total Expense - Required	\$ 432,451,542	\$ 1,620,133	\$ 31,503,723	\$ 4,985,476	\$ 1,911,023	\$ 571,623	\$ 1,915,076	\$ 756,890	\$ 188,151
32	Total Revenue Requirement at Equal Return	\$ 509,235,710	\$ 1,844,986	\$ 36,977,498	\$ 5,962,994	\$ 2,355,471	\$ 704,549	\$ 2,301,083	\$ 942,669	\$ 212,161
33	Revenue (Deficiency)/Surplus	\$ (44,070,145)	\$ (423,629)	\$ (13,941,960)	\$ (1,881,016)	\$ (407,307)	\$ (159,528)	\$ (290,409)	\$ 230,971	\$ 205,391

Line No.	Description (A)	System Total (B)	R-1 Cape (C)	R-3 Cape (D)	G-41 SLLF Cape (E)	G-42 MILLF Cape (F)	G-43 LLLF Cape (G)	G-51 SHLF Cape (H)	G-52 MHLF Cape (I)	G-53 LHLF Cape (J)	G-17 Cape (K)
1	Rate Base										
2	Plant in Service	\$ 786,548,567	\$ 12,629,244	\$ 318,664,424	\$ 38,967,471	\$ 13,085,746	\$ 2,589,856	\$ 15,464,849	\$ 10,328,222	\$ 14,659,836	\$ 21,787
3	Accumulated Reserve	(245,806,376)	(4,258,776)	(100,031,680)	(11,133,256)	(3,590,515)	(695,531)	(4,314,528)	(2,811,464)	(3,988,362)	(5,888)
4	Other Rate Base Items	(297,252,992)	(4,802,361)	(120,484,264)	(14,812,921)	(4,949,549)	(979,343)	(5,881,168)	(3,908,374)	(5,535,610)	(8,227)
	Total Rate Base	\$ 243,489,199	\$ 3,568,706	\$ 98,148,480	\$ 13,021,293	\$ 4,549,682	\$ 914,982	\$ 5,269,134	\$ 3,608,384	\$ 5,135,864	\$ 7,672
5	Revenues at Current Rates										
6	Gas Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Base Rate Revenues	90,862,008	1,906,178	34,581,697	4,878,986	1,290,547	276,457	2,083,762	1,172,257	1,456,512	3,783
8	Other Revenue	6,117,148	40,206	1,798,488	287,215	120,989	28,768	176,403	116,747	195,608	345
9	RAAF Revenue	-	-	-	-	-	-	-	-	-	-
10	LDAF Revenue	-	-	-	-	-	-	-	-	-	-
11	Special Contract	531,074	7,784	214,071	28,401	9,923	1,996	11,492	7,870	11,202	17
12	Miscellaneous Revenues	380,930	2,303	1,038,065	15,310	6,332	636	10,107	6,689	11,208	20
	Total Revenues	\$ 97,861,120	\$ 1,958,472	\$ 36,696,371	\$ 5,189,913	\$ 1,428,391	\$ 308,289	\$ 2,281,764	\$ 1,303,563	\$ 1,674,530	\$ 4,145
13	Expenses at Current Rates										
14	Purchased Gas Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Operations & Maintenance Expenses	59,438,188	876,664	20,086,742	2,597,180	689,250	137,845	1,019,697	573,231	728,949	885
16	Depreciation Expense	19,568,822	331,436	7,929,090	924,755	300,752	58,878	363,023	236,134	333,624	492
17	Miscellaneous Interest Expense	1,240,544	18,120	498,380	67,166	23,165	4,649	27,136	18,423	26,082	39
18	Taxes Other Than Income Taxes	6,373,263	103,235	2,522,786	310,602	101,577	20,171	124,454	80,252	112,837	166
19	Income Taxes	-	-	-	-	-	-	-	-	-	-
	Total Expenses - Current	\$ 86,620,817	\$ 1,329,455	\$ 31,036,988	\$ 3,889,702	\$ 1,114,743	\$ 221,542	\$ 1,534,310	\$ 908,040	\$ 1,201,492	\$ 1,582
20	Current Operating Income	11,240,303	627,017	5,661,373	1,290,211	313,648	87,327	747,454	395,524	473,037	2,562
21	Return at Current Rates	4.82%	17.97%	5.77%	9.91%	8.89%	9.54%	14.19%	10.96%	9.21%	33.40%
	Revenue Requirement at Equal Rates of Return										
22	Required Return	\$ 8.16%	\$ 8.16%	\$ 8.16%	\$ 8.16%	\$ 8.16%	\$ 8.16%	\$ 8.16%	\$ 8.16%	\$ 8.16%	\$ 8.16%
23	Required Operating Income	\$ 19,868,735	\$ 291,206	\$ 8,008,916	\$ 1,062,538	\$ 371,254	\$ 74,663	\$ 429,961	\$ 294,444	\$ 419,086	\$ 626
24	Operating Income (Deficiency)/Surplus	\$ (8,628,432)	\$ 335,810	\$ (2,347,543)	\$ 227,673	\$ (57,606)	\$ 12,664	\$ 317,493	\$ 101,080	\$ 53,951	\$ 1,936
25	Expenses at Required Return										
26	Purchased Gas Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27	Operations & Maintenance Expenses	59,741,615	880,061	20,192,051	2,612,487	689,866	137,853	1,020,556	575,380	729,817	991
28	Depreciation Expense	19,568,822	331,436	7,929,090	924,755	300,752	58,878	363,023	236,134	333,624	492
29	Miscellaneous Interest Expense	1,240,544	18,120	498,380	67,166	23,165	4,649	27,136	18,423	26,082	39
30	Taxes Other than Income	6,373,263	103,235	2,522,786	310,602	101,577	20,171	124,454	80,252	112,837	166
31	Income Taxes	7,719,538	113,142	3,111,679	412,824	144,242	29,008	167,052	114,399	162,826	243
	Total Expense - Required	\$ 94,643,783	\$ 1,445,993	\$ 34,253,987	\$ 4,327,834	\$ 1,259,602	\$ 250,559	\$ 1,702,221	\$ 1,024,568	\$ 1,365,187	\$ 1,931
32	Total Revenue Requirement at Equal Return	\$ 114,512,518	\$ 1,737,199	\$ 42,262,903	\$ 5,390,371	\$ 1,630,856	\$ 325,222	\$ 2,132,182	\$ 1,319,032	\$ 1,784,274	\$ 2,557
33	Revenue (Deficiency)/Surplus	\$ (16,651,398)	\$ 219,272	\$ (6,564,532)	\$ (200,458)	\$ (202,464)	\$ (16,353)	\$ 149,682	\$ (15,469)	\$ (109,744)	\$ 1,588

Line No.	Description (A)	R-1 Lowell (L)	R-3 Lowell (M)	G-41 SILL Lowell (N)	G-42 MILL Lowell (O)	G-43 LLLF Lowell (P)	G-51 SHLF Lowell (Q)	G-52 MHLF Lowell (R)	G-53 LHLF Lowell (S)
	System Total (B)								
1	Rate Base	786,548,567	255,386,708	47,390,175	18,647,810	5,348,482	14,966,474	7,698,570	4,252,983
2	Plant in Service	(245,806,376)	(83,669,176)	(14,607,765)	(5,341,303)	(1,497,194)	(4,403,020)	(2,158,973)	(1,163,129)
3	Accumulated Reserve	(297,252,792)	(96,234,995)	(18,053,473)	(7,014,887)	(2,001,296)	(5,700,415)	(2,903,671)	(1,553,578)
4	Other Rate Base Items	1,876,864	76,482,537	14,728,337	6,291,621	1,849,992	4,363,039	2,633,926	1,536,266
	Total Rate Base	\$ 243,489,359	\$ 76,482,537	\$ 14,728,337	\$ 6,291,621	\$ 1,849,992	\$ 4,363,039	\$ 2,633,926	\$ 1,536,266
5	Revenues at Current Rates								
6	Gas Revenue	90,862,408	28,798,085	4,720,073	2,502,147	1,098,883	1,479,917	1,234,951	2,737,923
7	Base Rate Revenue	6,117,148	1,009,275	393,179	273,612	142,160	146,587	150,218	438,262
8	Other Revenue								
9	RAAF Revenue								
10	LDAF Revenue								
11	Special Contract	531,074	164,635	32,125	13,723	4,035	10,607	5,749	3,351
12	Miscellaneous Revenues	350,430	103,665	22,528	13,677	8,145	8,339	8,607	28,111
	Total Revenues	\$ 97,861,120	\$ 30,761,985	\$ 5,145,378	\$ 2,789,481	\$ 1,245,078	\$ 1,637,111	\$ 1,390,919	\$ 3,179,556
13	Expenses at Current Rates								
14	Purchased Gas Expense	59,438,188	25,097,822	3,681,255	1,065,106	318,861	1,000,917	452,699	384,453
15	Operations & Maintenance Expenses	19,568,822	6,527,697	1,179,076	444,226	126,819	360,185	180,896	105,235
16	Depreciation Expense	1,240,544	383,306	76,688	32,003	9,437	25,119	13,439	7,861
17	Miscellaneous Interest Expense	6,373,263	2,147,062	386,472	147,102	42,511	119,674	60,887	37,019
18	Taxes Other Than Income Taxes								
19	Income Taxes	86,620,817	34,155,887	5,323,491	1,681,436	497,628	1,505,886	707,921	534,567
20	Total Expenses - Current	\$ 11,240,303	\$ (3,393,892)	\$ (178,114)	\$ 1,108,045	\$ 747,451	\$ 131,215	\$ 682,998	\$ 2,644,968
21	Current Operating Income	4,52%	-4.50%	-1.21%	17.61%	40.40%	2.70%	23.91%	172.17%
22	Revenue Requirement at Equal Rates of Return	8.16%	8.16%	8.16%	8.16%	8.16%	8.16%	8.16%	8.16%
23	Required Return	19,868,735	6,159,375	1,201,881	513,396	150,959	396,824	215,092	125,361
24	Operating Income (Deficiency)/Surplus	\$ (8,628,432)	\$ (9,553,267)	\$ (1,379,995)	\$ 594,649	\$ 596,491	\$ (265,609)	\$ 467,906	\$ 2,519,607
25	Expenses at Required Return								
26	Purchased Gas Expense	59,741,615	25,246,935	3,698,639	1,058,635	319,046	1,004,141	453,154	384,509
27	Operations & Maintenance Expenses	19,568,822	6,527,697	1,179,076	444,226	126,819	360,185	180,896	105,235
28	Depreciation Expense	1,240,544	383,306	76,688	32,003	9,437	25,119	13,439	7,861
29	Miscellaneous Interest Expense	6,373,263	2,147,062	386,472	147,102	42,511	119,674	60,887	37,019
30	Taxes Other Than Income	7,719,538	2,393,083	466,963	199,468	58,652	154,177	83,569	48,706
31	Income Taxes	94,643,783	36,698,083	5,807,839	1,881,433	556,464	1,663,296	791,945	583,330
32	Total Expense - Required	\$ 114,512,518	\$ 42,857,458	\$ 7,009,720	\$ 2,394,830	\$ 707,424	\$ 2,060,120	\$ 1,007,036	\$ 708,691
33	Revenue Requirement at Equal Return	(16,651,398)	(12,095,482)	(1,864,343)	394,651	537,655	(423,009)	383,882	2,470,845