

..DID: 7566  
..TXT: PSC NO: 1 GAS LEAF: 102  
COMPANY: KEYSpan GAS EAST CORP. DBA BROOKLYN UNION OF L.I. REVISION: 0  
INITIAL EFFECTIVE DATE: 03/18/99 SUPERSEDING REVISION:  
STAMPS:  
Effective date postponed to 07/01/99. See Supplement No. 2, 1, 1  
RECEIVED: 02/16/99 STATUS: Effective EFFECTIVE: 07/01/99

**GENERAL INFORMATION**

**IV. Forms for Gas Service (continued):**

**.1 Application and Contract (continued):**

**G. Seller Service Agreement**

**KEYSPAN GAS EAST CORPORATION D/B/A BROOKLYN UNION OF LONG ISLAND  
Service Classification No. 8  
Seller Service Agreement**

Company Name: _____	Affiliate/Parent: _____
Business Address: _____	Business Address: _____
Dun & Bradstreet Rating Number: _____	Dun & Bradstreet Rating Number: _____
Contact Name: _____	Alternate Contact Name: _____
Day Phone Number: _____	Day Phone Number: _____
Evening Phone Number: _____	Evening Phone Number: _____
Facsimile Number: _____	Facsimile Number: _____

**KeySpan Gas East Corporation D/B/A Brooklyn Union of Long island:**

\_\_\_\_\_(Customer) is a qualified Seller pursuant to KeySpan Gas East Corporation D/B/A Brooklyn Union of Long Island ("Brooklyn Union") Service Classification No. 8 and will arrange for the purchase of natural gas for delivery to "Brooklyn Union" for subsequent redelivery to customer under the terms of Service Classification No. 5.

OR

\_\_\_\_\_(Seller) is a qualified Seller pursuant to "Brooklyn Union" Service Classification No. 8 to deliver natural gas to "Brooklyn Union" for subsequent redelivery to Customers under the terms of Service Classification No. 5.

\_\_\_\_\_(Seller) has aggregated or will be aggregating a group of Customers for the purpose of qualifying such Customers for firm transportation service under "Brooklyn Union" Service Classification No. 5. Attached to this Service Agreement, or to be submitted for attachment to "Brooklyn Union" before the commencement of service under this agreement, is a list of Customers included in seller's aggregated group. The sum of the e estimated annual gas usage for these Customers is \_\_\_\_\_ dekatherms. The list of Customers included in seller's aggregated group will be updated each month pursuant to Service Classification No. 8.

At least 30 days before the commencement of service for each annual service terms, "Brooklyn Union" will calculate the Daily Transportation Quantity (DTQ) of natural gas for each month of the term. Seller is obligated to deliver or cause to be delivered to "Brooklyn Union" at the City Gate the customer's DTQ or the customers' Aggregated Daily Transportation Quantity (ADTQ) each day of the service term. "Brooklyn Union" will adjust the customer's DTQ or the customers' ADTQ as described in Service Classification No. 5.

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

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**GENERAL INFORMATION****IV. Forms for Gas Service (continued):****.1 Application and Contract (continued):****G. Seller Service Agreement (continued):**

Seller understands and agrees as follows:

- (I) Seller will deliver natural gas to "Brooklyn Union" on behalf of a Customer or Customers that "Brooklyn Union" has determined may receive service in accordance with Service Classification No. 5.
- (ii) Seller is bound by the terms and conditions of Service Classification No. 8 and the applicable terms and conditions of Service Classification No. 5 in accordance with any changes or modifications thereof as approved by the Public Service Commission of the State of New York.
- (iii) Seller warrants that all information provided to "Brooklyn Union" for the purpose of qualifying for service under Service Classification No. 8 is true and accurate and Seller acknowledges that such information has been provided to "Brooklyn Union" for the purpose of inducing "Brooklyn Union" to provide service pursuant to Service Classification No. 8.
- (iv) Seller has satisfied the credit criteria for Sellers pursuant to Service Classification No. 8 and is a qualified Seller without providing security to "Brooklyn Union", or has provided "Brooklyn Union" with an advance deposit, or a standby irrevocable letter of credit, a security interest in collateral, or a guarantee of payment by another person or entity, acceptable to "Brooklyn Union", as Security to ensure performance pursuant to Service Classification No. 8. The amount of security required to ensure performance will be periodically reviewed by "Brooklyn Union" and Sellers agree to increase or reduce such security as "Brooklyn Union" determines is necessary to reflect increases or decreases in the DTQ's of Customers that are supplied natural gas by Seller. "Brooklyn Union" will respond within ten days to a grievance filed by a Seller that is denied service under Service Classification No. 8 for failure to satisfy the credit criteria.
- (v) Seller hereby acknowledges that its obligations to deliver natural gas to "Brooklyn Union" under Service Classification Nos. 5 and 8 and pursuant to an executed Service Agreement under Service Classification No. 5 will not be abated by any circumstance, including a breach of the obligations by any Customer to the Seller, except for events of Force Majeure as specified under Service Classification No. 8 or actions by "Brooklyn Union" that prevent performance by Seller.
- (vi) If any provision herein is construed to be inconsistent with Service Classification Nos. 5 or 8, Seller acknowledges that the provisions of Service Classification Nos. 5 or 8 as modified and approved by the New York State Public Service Commission shall govern.
- (vii) "Brooklyn Union's" waiver or Seller's waiver of any one or more of the provisions of this Service Agreement and/or Service Classification Nos. 5 and 8 shall not operate or be construed as a future waiver of any provision or future provision, whether of a like or different character.

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

..DID: 7568  
..TXT: PSC NO: 1 GAS LEAF: 104  
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INITIAL EFFECTIVE DATE: 03/18/99 SUPERSEDING REVISION:  
STAMPS:  
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RECEIVED: 02/16/99 STATUS: Effective EFFECTIVE: 07/01/99

**GENERAL INFORMATION**

**IV. Forms for Gas Service (continued):**

**.1 Application and Contract (continued):**

**G. Seller Service Agreement (continued):**

(viii) By the first day of each month, for service commencing by the first day of the succeeding calendar month, Seller will notify "Brooklyn Union" of any Customer that is added or is deleted from seller's aggregated group by updating the attached Customer list. Failure to provide "Brooklyn Union" with such notification will constitute seller's representation that the Customers within seller's aggregated group have not changed Seller will also place on file with "Brooklyn Union" a copy of customer's written request to be included in seller's aggregated group for the effective time period.

**ACCEPTED:**

\_\_\_\_\_  
Seller

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR "Brooklyn Union" USE ONLY:**

Credit Approved by: \_\_\_\_\_

Source: Dun & Bradstreet Rating: \_\_\_\_\_

Affiliate Dun & Bradstreet with Guarantee: \_\_\_\_\_

Analysis of Finances: \_\_\_\_\_

Security Posted: \_\_\_\_\_

Amount of Security: \$ \_\_\_\_\_

Type of Security: \_\_\_\_\_

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

..DID: 7569  
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**GENERAL INFORMATION**

**IV. Forms for Gas Service (continued);**

**.1 Application and Contract (continued):**

**G. Seller Service Agreement (continued):**

**KEYSPAN GAS EAST CORPORATION D/B/A BROOKLYN UNION OF LONG ISLAND  
Service Classification No. 8  
Aggregated Customer List**

**CUSTOMER:**

**ANNUAL USAGE:**

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Total Annual Usage: \_\_\_\_\_

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