

PSC NO: 12 GAS
COMPANY: THE BROOKLYN UNION GAS COMPANY
INITIAL EFFECTIVE DATE: 11/01/14
STAMPS:

LEAF: 415
REVISION: 7
SUPERSEDING REVISION: 6

FORM OF SERVICE AGREEMENT

**SELLER SERVICE AGREEMENT FOR
TRANSPORTATION AGGREGATION SERVICE
(Service Classification No. 19)**

THIS AGREEMENT entered into this ___ day of _____, _____, by and between The Brooklyn Union Gas Company d/b/a National Grid NY, a New York Corporation (Company) and _____, a corporation, partnership, individual (Seller).

WITNESSETH:

WHEREAS, the Company's Schedule for Gas Service (Tariff) contains a Service Classification No. 19 ("SC 19") pursuant to which the Company offers a transportation aggregation service to qualifying sellers of gas (TA Service);

WHEREAS, Seller is aggregating a Pool of one or more Customers taking transportation service under either Service Classification No. 17 ("SC 17") or Service Classification No. 18 ("SC 18");

WHEREAS, Seller has requested Company provide Seller TA Service; and

WHEREAS, Company is willing to provide such service to Seller subject to the terms and conditions herein.

NOW, THEREFORE, Company and Seller agree as follows:

1. Transportation Aggregation Service
 - (a) Seller represents and warrants that Seller qualifies for service under SC 19.
 - (b) Seller requests to add to its Pool the customers listed in Appendix "A" to this agreement. The name, account number, annual usage and outlet of the meter of each Customer in the Pool also shall be set forth in Appendix "A".

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- (c) Seller hereby elects to provide service to the customers listed in Appendix "A" under:
- ☐ Core Monthly Balancing Program
 - ☐ Non-Core Monthly Balancing Program
 - ☐ Daily Balancing Program
- (d) Seller represents that each of the customers listed in Appendix "A" qualifies for service under SC 17 or SC 18 meets the applicability requirements specified in SC 19 and qualifies for the Company Balancing Program selected in (c).

2. Gas Deliveries

- (a) Seller hereby agrees to communicate with the Company and schedule gas deliveries to the Company's city gate in accordance with the requirements of the Tariff and the Company's GTOP Manual.
- (b) The Company agrees to receive, transport, and redeliver on a firm, interruptible or temperature-controlled basis, as determined by the nature of the transportation service received by the Customers in the Pool.

3. Point(s) of Delivery, Customers' Names and Account Numbers

The Point(s) of Delivery for all gas transported by the Company for Seller's account hereunder shall be the outlet of the meter of each Customer in the Pool.

4. Rates and Charges for Service

- (a) Seller shall pay the Company for all service provided hereunder, all applicable rates, charges, surcharges, fees, penalties and the like set forth under SC 19 and the general terms and conditions of the Tariff.

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- (b) The Company may seek authorization from the Commission for changes to any rate(s) and terms and conditions set forth herein, under SC 19, or the Tariff, as may be deemed necessary by the Company to assure just and reasonable rates and charges.

5. Term of Agreement

- (a) This Agreement shall be effective for an initial term of one (1) year, commencing as of the date first above written, and shall continue thereafter on a _____ to _____ basis, until terminated by Seller or the Company upon at least thirty (30) days' advance written notice to the other, specifying the termination date. The Company's obligation to provide service hereunder, and Seller's obligation to pay the charges referenced in paragraph 10 hereof shall commence on _____.
- (b) Seller shall comply with this Agreement, the terms and conditions set forth under SC 19, and all applicable terms and conditions of the Tariff. Notwithstanding anything else herein or in the Tariff to the contrary, the Company shall have the absolute right, in its sole discretion, to terminate this Agreement immediately and the transportation and swing services, and associated services provided hereunder if Seller (i) violates any provision of this Agreement, the terms and conditions of SC 19, or the general terms and conditions of the Tariff; (ii) fails to comply with any term or condition of this Agreement or the general terms and conditions of the Tariff; or (iii) makes any false or misleading representation or warranty with respect to this Agreement.

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6. Notice

Except as may be otherwise provided in this Agreement or the Tariff, any notice to be given under this Agreement shall be in writing, and shall be hand delivered, sent by prepaid certified or registered mail, return receipt requested, or by Federal Express or similar private carrier, and shall be deemed to have been properly given and received (a) when delivered in person to the authorized representative of the party to whom the notice is addressed, (b) on the date received as indicated on the return receipt when sent by prepaid certified or registered mail, to the party notified or (c) or on the business day next following mailing, when sent by Federal Express or other private carrier. Routine communications and monthly billing statements shall be considered as duly delivered when mailed by registered, certified, ordinary mail, Federal Express or other similar private carrier. All communications shall be addressed to the respective parties as follows:

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If to the Company:

The Brooklyn Union Gas Company d/b/a
National Grid NY
One MetroTech Center
Brooklyn, New York, 11201-3850
Attention: _____

If to Seller:

Attention: _____

7. Incorporation by Reference

The terms and conditions of SC 19 and the general terms and conditions of the Tariff are incorporated herein by reference, and made a part hereof.

8. Miscellaneous

- (a) No waiver by either party of any one or more defaults by the other in the performance of any of the terms and conditions of this Agreement shall operate or be construed as a waiver of any default or defaults, whether of a like or different nature.
- (b) The interpretation and performance of this Agreement shall be in accordance with the laws of the State of New York, without recourse to the law governing conflict of laws, and to all present and future valid laws with respect to the subject matter hereof, including present and future orders, rules, and regulations of the New York Public Service Commission and other duly constituted authorities.
- (c) Except as otherwise provided herein, neither party shall transfer or otherwise assign its rights and obligations under this Agreement without the express written consent of the other party.

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- (d) This Agreement and the Tariff constitute the complete agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersede any and all prior existing agreements or understandings between the parties hereto. No alteration, amendment or modification of the terms and conditions of this Agreement shall be valid unless made pursuant to an instrument in writing signed by each of the parties hereto. This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- (e) Capitalized terms used, but not defined, herein shall have the meanings given to them under the Tariff.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or representatives as of the date first above written.

THE BROOKLYN UNION GAS COMPANY
d/b/a NATIONAL GRID NY

By: _____

Title: _____

By: _____

Title: _____

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