

..DID: 10166
..TXT: PSC NO: 4 GAS LEAF: 185.1
COMPANY: ORANGE AND ROCKLAND UTILITIES, INC. REVISION: 0
INITIAL EFFECTIVE DATE: 10/01/99 SUPERSEDING REVISION:
STAMPS: Issued in compliance with Order in Case 98-M-1343 dated 09/22/99
RECEIVED: 09/30/99 STATUS: Effective EFFECTIVE: 10/01/99

SERVICE CLASSIFICATION NO. 13 (Cont'd.)

BILLING QUESTIONS AND DISPUTES: (Cont'd.)

C) Overpayments

Overpayments made by a Seller as a result of an inaccurate invoice or as determined through the Dispute Resolution Process shall be credited to the Seller's account if a prior shortage exists or be refunded otherwise. Such credit or refund shall occur within five calendar days of a determination that an overpayment occurred. Such overpayments shall earn interest at the rate of 1.5% per month from the date of the overpayment until the date of the credit or repayment, whichever applies. The refund shall be rendered to the Seller by electronic funds transfer.

Overpayments made voluntarily by a Seller shall be credited to the Seller's account and shall not earn interest unless the overpayment is applied to the security deposit account.

TERM:

One year and successive annual periods thereafter until terminated by the Seller at the end of any contract year upon not less than ninety days prior notice in writing to the Company and terminable by the Company upon like notice to the Seller.

DISCONTINUANCE OF SERVICE BY A SELLER

Voluntary Discontinuance of Seller Operations

A Seller may discontinue operations (in whole or significant part) in the Company's territory at will (subject to any damages, penalties or sanctions that may arise due to contractual obligations), upon submission of a written notice to the Company and the Seller's customers at least 15 calendar days prior to the discontinuance date. The notice to retail customers shall inform them:

- a) that the discontinuance shall occur at the first Effective Switch Date after the notice period expires, or the Company may estimate the readings at the discontinuance date or provide for a special meter read at the Seller's expense;
- b) of their option to select another Seller or the Company to be their provider of gas supply;
- c) that if they do select other Sellers, those entities will file switch requests with the Company on the customers' behalf, and there will be no fee charged by the Company for the switches;
- d) that after the discontinuance and unless/until new Sellers are selected and the switches are completed, service will be provided by the Company; and
- e) that there will be no switching fee charged by the Company to the customer for a switch back to the Company, whether as an interim measure until a new Seller is selected or as a permanent action.

Issued By: Kevin Burke, President, Pearl River, New York
(Name of Officer, Title, Address)