..DID: 10143 ..TXT: PSC NO: 4 GAS LEAF: 94.4 COMPANY: ORANGE AND ROCKLAND UTILITIES, INC. REVISION: 1 INITIAL EFFECTIVE DATE: 10/01/99 SUPERSEDING REVISION: 0 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

GENERAL INFORMATION

SERVICE CLASSIFICATION RIDERS:

<u>RIDER A</u> (Continued)

SWITCH OF SELLER (Continued)

A customer may switch from the Company's gas supply service to a Seller at any time free of charge. For a period of 12 calendar months following the customer's initial selection of a Seller, a customer may switch gas suppliers once at no charge. The customer will be assessed an administrative fee of \$10 for each additional voluntary switch of gas supplier thereafter. There are no fees or charges for involuntary switches.

Company budget billings applicable to a customer switching from the Company's gas supply service to a Seller shall be adjusted at the Effective Switch Date as required to reflect changes in the Company's service charges.

Upon the request of a Seller, the Company shall provide, by the fifth calendar day of each calendar quarter, a listing of the Seller's customers that were receiving services from the Seller as of the first calendar day of the quarter.

UNAUTHORIZED SWITCH OF SELLER

The switch of a customer from one Seller to another, without the customer's knowledge or approval, is prohibited. All instances of unauthorized switches of Sellers will be reported to the Commission. The Commission may terminate the Seller's eligibility to serve retail customers in New York State and/or impose a monetary penalty.

Sellers that switch customers without the customer's authorization will be fully responsible for all costs incurred by the customer and the Company arising from or related to the unauthorized switch.

Each Seller must retain, for a period of six years, documentation of all customer authorizations to switch to the Seller. Such documentation must be in the form of one of the following:

- 1. Written agreements signed by the customer.
- 2. Written statements by independent third parties that witnessed or heard verbal commitments by the customer or tape recordings made by the Seller of the customer's verbal commitment.
- 3. Electronic transmittals that can be shown to have originated with the customer requesting the change of Seller.

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