Received: 07/22/1997

Status: CANCELLED

Effective Date: 10/15/1997

..DID: 1101

..TXT: PSC NO: 4 GAS LEAF: 133

COMPANY: ORANGE AND ROCKLAND UTILITIES, INC. REVISION: 0

INITIAL EFFECTIVE DATE: 10/15/97 SUPERSEDING REVISION:

STAMPS:

Cancelled by 1 Rev. Leaf No. 133 Effective 10/15/1997 RECEIVED: 07/22/97 STATUS: Cancelled EFFECTIVE: 10/15/97

## SERVICE CLASSIFICATION NO. 6 (Continued)

## (D) <u>Emergency Interim Sales Service</u>

In the event the customer's Seller fails to meet its obligations under Service Classification No. 11 and is determined by the Company to be ineligible to continue service thereunder, all volumes of gas used from the time of Seller's failure will be billed at the rates and charges contained in the otherwise applicable firm sales service classification (Service Classification No. 1 or Service Classification No. 2) for a period not to exceed 90 days. Within this period, the customer must select a new Seller to continue service under this Service Classification, or elect to take service under another Service Classification.

- (E) Upon termination of service hereunder, the customer's eligibility to receive gas sales service shall be the same as the eligibility of any potential customer which is, at that time, requesting gas service.
- (F) Customer shall make all arrangements necessary, obtain any necessary regulatory approvals, and be responsible for all costs, charges and expenses including but not limited to the payment to appropriate governmental entities for any tax or assessment relative to the acquisition, transportation or use of customer's gas supply.
- (G) Service supplied under this Service Classification shall be separately metered and shall not be combined with use under any other Service Classification for billing purposes. Customer shall not be eligible to receive service under this Service Classification and any other Service Classification other than Service Classification No. 11, for the same equipment during the term of the Service Agreement.
- (H) The Company shall have no responsibility with respect to gas delivered hereunder before customer transports or has transported on its behalf such gas to the Company or after the Company delivers such gas to customer at customer's meter, or on account of anything which may be done, happen or arise with respect to such gas before or after such delivery.

Issued By: <u>Larry S. Brodsky, President, Pearl River, New York</u>
(Name of Officer, Title, Address)