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COMPANY: ORANGE AND ROCKLAND UTILITIES, INC. REVISION: 3  
INITIAL EFFECTIVE DATE: 12/01/00 SUPERSEDING REVISION: 0  
STAMPS: Issued in compliance with Order in Case 99-G-1695 dated 11/20/00.  
RECEIVED: 11/29/00 STATUS: Effective EFFECTIVE: 12/01/00

**SERVICE CLASSIFICATION NO. 9 (Cont'd.)**

**SERVICE AGREEMENT:**

The Company and customer shall execute a service agreement prior to the commencement of service hereunder. The service agreement shall contain all information necessary for the Company to supply service to the customer, including but not limited to:

- (a) the term of service options for continuing service and options for canceling service;
- (b) the exact character of service including volumes, pressures and customer's equipment to be served;
- (c) receipt and/or delivery points, intervening pipelines and suppliers;
- (d) additional facilities to be constructed or installed; and
- (e) a listing of all charges to be made for services rendered.

Rates and terms offered to one customer by a negotiated service agreement will be made available to other similarly situated customers on a non-discriminatory basis. The Company will make available, on request, the criteria it will use to determine which customers are similarly situated.

Negotiated service agreements between the Company and its customers will be filed with the Commission at least 30 days before becoming effective.

**RATE - FIVE PART - MONTHLY:**

- (1) The charges for service under Service Classification No. 9 shall be as stated in the negotiated service agreement. The charges will include the following items as applicable: the commodity cost of gas; pipeline transportation charges and Company transportation charges. The charge will recover all variable costs directly associated with each customer requesting service, plus provide a reasonable contribution to the cost of service to firm customers.
- (2) Facilities Expansion Charge

Customer shall have the option to pay for all additional facilities required to take service hereunder, or to have the Company pay for such facilities and to pay a Facilities Expansion Charge each month which will be designed to allow the Company to recover its investment and to earn a return on it. The charge shall also include income tax consequences and provide complete recovery over a period of not longer than the initial term.

**Issued By: Stephen B. Bram, President, Pearl River, New York**  
**(Name of Officer, Title, Address)**