

..DID: 1521
 ..TXT: PSC NO: 4 GAS LEAF: 161
 COMPANY: ORANGE AND ROCKLAND UTILITIES, INC. REVISION: 2
 INITIAL EFFECTIVE DATE: 11/01/97 SUPERSEDING REVISION: 1
 STAMPS: Issued in Compliance with PSC Order in Case 97-G-1441 dated 10/24/97.
 Cancelled by 4 Rev. Leaf No. 161 Effective 06/01/1999
 RECEIVED: 10/28/97 STATUS: Cancelled EFFECTIVE: 11/01/97

SERVICE CLASSIFICATION NO. 11 (Cont'd.)

CONSUMER PROTECTION: (Cont'd.)

- (B) Sellers contracting with non-residential customers of the Company must meet the following requirements:
- (1) Contracts between Sellers and customers must contain specific language advising customers of protections that have been waived in the transaction. Each Seller must file a copy of its standard contract with the Consumer Services Division of the Public Service Commission Staff.
 - (2) A reasonable dispute resolution process must be established. Until such time as a process is developed and put into effect, and for a period of no longer than six months, consumers will be allowed to approach the Consumer Services Division of the Public Service Commission Staff.
- (C) Sellers contracting with residential and non-residential customers of the Company must meet the following requirements.
- (1) Venue: In order to avoid having customers unknowingly give up rights, the contract between Seller and customer must either be silent on venue (thus incorporating implicitly standard business conflict of law rules), or provide for a knowing consent by requiring the customer to write a statement (such as, "I consent that disputes under the contract may be resolved in [jurisdiction]").
 - (2) Arbitration: The contract between Seller and customer must provide that disputes involving amounts within the jurisdictional limit of the local small claims court may be heard there; the customer must affirmatively elect binding arbitration of disputes involving larger amounts in the manner described for venue.

SPECIAL PROVISIONS:

- (A) Subject to the Force Majeure provisions in Special Provision D, Seller must deliver to the Company on each day of the month at specified interconnection points with the Company's distribution system, which points are determined by the Company, the ADCQ as provided to the Seller pursuant to the above Nomination Procedures.

On an day the Seller delivers a volume other than the ADCQ, the Seller will be subject to a daily cashout and/or penalty as follows:

Issued By: **R. Lee Haney, Chief Financial Officer, Pearl River, New York**

(Name of Officer, Title, Address)