..DID: 6190 ..TXT: PSC NO: 4 GAS LEAF: 119 COMPANY: ORANGE AND ROCKLAND UTILITIES, INC. REVISION: 1 INITIAL EFFECTIVE DATE: 03/04/99 SUPERSEDING REVISION: 0 STAMPS: Cancelled by 4 Rev. Leaf No. 119 Effective 12/01/2000 RECEIVED: 12/04/98 STATUS: Cancelled EFFECTIVE: 03/04/99

SERVICE CLASSIFICATION NO. 3 (Cont'd.)

RATE - FIVE PART - MONTHLY: (Continued)

(1) <u>Unit Charge</u> (Cont'd.)

The Unit Charge shall not be less than the "Average Commodity Cost of Gas" plus a take or pay surcharge as provided for in the Commission's Order dated March 29, 1989 in Case 88-G-062.

The Unit Charge shall not be greater than the sum of (i) the lowest per unit charge for service under Service Classification No. 2, plus (ii) the gas adjustment charge applicable to service under Service Classification No. 2.

The "Average Commodity Cost of Gas" shall be computed monthly by:

- (a) applying the commodity rates and charges of the Company's gas suppliers, which are or will be in effect on the date the gas adjustment charge applicable to Service Classification Nos. 1 and 2 becomes effective, to the respective quantities of purchased gas taken from each supplier during the twelve consecutive calendar months immediately preceding the date of computation.
- (b) applying the commodity rates and charges of the Company's gas suppliers, which are or will be in effect on the date the gas adjustment charge applicable to Service Classification Nos. 1 and 2 becomes effective for new or substantially amended gas supply contracts (substantially amended gas contracts mean changes have the effect of increasing or decreasing either the quantities of gas or the cost of the gas by more than 5 percent) under which gas has not been purchased during all of the twelve calendar months immediately preceding the computation dates, to volumes equal to the annual volumes to be taken under each such contract.
- (c) dividing the sum of items (a) and (b) by the quantity of gas purchased during such twelve months.
- (2) <u>Emergency Service</u> (if applicable)

If, during a period of interruption, a customer is unable to secure customer's alternate fuel or customer's alternate fuel equipment becomes inoperable, the Company, at its sole discretion, upon the request of said customer, may elect to serve said customer to the extent it deems possible. This provision does not express or imply any guarantee of service nor does it release any customer from any other provision of this tariff. Service rendered under this provision may be terminated at any time at the Company's option upon not less than two hours notice. The charge for service rendered under this provision will be as follows:

Issued By: <u>R. Lee Haney, Chief Financial Officer, Pearl River, New York</u> (Name of Officer, Title, Address)