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..TXT: PSC NO: 1 GAS LEAF: 59
COMPANY: MARKETSPAN GAS CORPORATION DBA BROOKLYN UNION REVISION: 0
INITIAL EFFECTIVE DATE: 12/01/98 SUPERSEDING REVISION:
STAMPS:
CANCELLED effective 06/29/99
RECEIVED: 07/31/98 STATUS: Cancelled EFFECTIVE: 07/01/99

GENERAL INFORMATION

II. Rules and Regulations (continued):

4--Discontinuance of Service and Complaint Procedure (continued):

E. Deferred Payment Agreement (continued):

- .2.6 The Public Service Commission or its authorized designee may order the Company to enter into a deferred payment agreement as a fair and equitable resolution of an individual complaint.

F. Unmetered Service Through Tampering or Tampered Equipment:

- .1 Termination of Service: The Company reserves the right to terminate service to the customer without providing advance notice in any and all cases where the Company finds service being supplied through tampered equipment, including the meter or service line, provided that the Company has:
 - .1.1 Evidence that the customer applied for and used service prior to the creation of the condition; or
 - .1.2 Evidence that the customer knew or reasonably should have known that service was not being fully billed; and
 - .1.3 Rendered a written unmetered service bill in accordance with Rule 3D; and
 - .1.4 Made reasonable efforts to provide to a person in charge of the premises the written unmetered service bill and has orally advised this person of the conditions under which the Company will continue service. These conditions may include payment by cash, certified check, or money order within two hours after being rendered the unmetered service bill, of some portion of the bill up to but not exceeding 50%; and
 - .1.5 Not received the required payment.
- .2 Penalties: In cases where tampering and/or theft of service has been established and service was terminated, the customer shall pay the charges described below to the Company before service is restored.
 - .2.1 The amount owed based upon the estimated consumption of gas not recorded on the meter (see Rule 3D); and
 - .2.2 All actual costs directly related to the investigation and inspection in each instance of tampering, and damage to or any loss or destruction of the meter or other property of the Company. All damages will be based on current replacement cost.
- .3 Relocation of Meter: The customer may additionally be required to provide for the relocation of the meter to a location readily accessible to Company representatives from the outside of the consumer's building. Such relocation shall be paid by the customer.
- .4 Interruption of Service: Notwithstanding any of the provisions contained in Rule 4F.1, the Company reserves the right to interrupt service as provided in Rule 5A.