

..DID: 4945  
 ..TXT: PSC NO: 4 GAS LEAF: 164  
 COMPANY: ORANGE AND ROCKLAND UTILITIES, INC. REVISION: 1  
 INITIAL EFFECTIVE DATE: 08/24/98 SUPERSEDING REVISION: 0  
 STAMPS: Issued in compliance with Order in Case 98-G-1096 dated 08/19/98  
 Cancelled by 2 Rev. Leaf No. 164 Effective 06/01/1999  
 RECEIVED: 08/21/98 STATUS: Cancelled EFFECTIVE: 08/24/98

**SERVICE CLASSIFICATION NO. 11 (Cont'd.)**

**SPECIAL PROVISIONS:** (Cont'd.)

(B) (Cont'd.)

**CREDIT DATA:** (Cont'd.)

(7) any other data Seller desires to submit that would assist the Company in determining creditworthiness.

Upon notification by the Company that a Seller has failed to satisfy the credit appraisal or subsequently during the term of the Service Agreement no longer satisfies the Company's credit criteria, such Seller may still obtain credit approval by the Company if it pays any outstanding balances due the Company for service rendered and elects to provide one of the following (collectively, "Security"): (1) an advance deposit; (2) a standby irrevocable letter of credit; (3) security interest in collateral found to be satisfactory to the Company; or (4) a guarantee, acceptable to the Company, by another person or entity which satisfies the Company's credit appraisal.

Such Security must initially be of an amount equal to the product of the Seller's MAX ADCQ and \$100. If at any point in time Seller's MAX ADCQ decreases, Seller has the option to reduce the level of the Security to the product of the new MAX ADCQ and \$100. If, at any point in time, Seller's currently posted level of the Security, less any outstanding obligations payable to the Company pursuant to the provisions of the Service Classification, is less than the product of the Seller's MAX ADCQ and \$100, Seller will be required, upon no less than five days notice from the Company, to increase the level of the Security to the product of its MAX ADCQ and \$100.

The required level of Security in all cases must be posted no later than the first of the month prior to the month in which service is requested to initiate or continue. If such Security is not posted in accordance with the foregoing, the Company is not required to provide service. If Seller is unable to maintain credit approval, service hereunder shall be terminated as of the first day of the month following written notice to Seller.

At such time that the Seller can demonstrate to the Company's satisfaction that it meets the Company's credit criteria, the Company will refund the Seller's Security with interest. Interest on funds deposited with the Company as Security shall be calculated at the Commission specified rate for customer deposits in accordance with General Information Section 3.3.

If any Seller who has been required to post Security fails to promptly pay the Company any amounts due, the Company will draw such amounts from Seller's Security and Seller must, within five days notice from the Company, post additional Security for any such amounts. If the Security is not received, Seller is no longer eligible for service hereunder.

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

(Name of Officer, Title, Address)