

PSC NO. 4 GAS
ORANGE AND ROCKLAND UTILITIES, INC.
INITIAL EFFECTIVE DATE: October 1, 2009

LEAF: 148
REVISION: 2
SUPERSEDING REVISION: 0

SERVICE CLASSIFICATION NO. 10

APPLICABLE TO USE OF SERVICE FOR:

Firm withdrawable sale of system gas which is used predominantly for the purpose of fueling an electric generation facility which is owned by an Independent Power Producer or Qualifying Facility (hereinafter referred to as the "customer") who is located adjacent to the Company's existing gas distribution mains having adequate capacity to supply the customer's prospective requirements, in addition to the requirements of other present or prospective customers taking firm or interruptible service from such distribution mains, or who agree to pay to the Company, as provided for below, the estimated cost of expanding its distribution system to make it adequate for service hereunder and who agree to:

- (a) discontinue use of gas at customer's facility being served hereunder at the Company's request on not less than two hours notice, such requests being limited to a maximum number of occurrences per year as provided for in the service agreement;
- (b) install and maintain facilities for using alternate fuels during periods in which the Company withdraws service or certifies in writing to the Company that the customer can and will discontinue all use of gas at the Company's request;
- (c) install the necessary electronic equipment, acceptable to the Company, which allows the Company to monitor the customer's daily usage of gas; and
- (d) not use service supplied hereunder in any equipment which is supplied with gas service under any other Service Classification of this Schedule.

Effective October 1, 2009, this Service Classification is closed to new customers.

CHARACTER OF SERVICE:

(A) Basic Service

Firm withdrawable gas from the Company's general system supply having a heating value of not less than 1,000 Btu per cubic foot, delivered to a point agreed upon and at a pressure agreed upon, but not in excess of the available pressure at the point of delivery, both as specified in the service agreement. Service shall be limited to the amount nominated by the customer subject to the provisions of the service agreement. The Company shall control the dispatch of such gas, and dispatch will be provided as requested by the customer, except that the volume of gas delivered shall be conditioned upon the availability of pipeline capacity as provided for above under APPLICABLE TO USE OF SERVICE FOR.

Issued By: William Longhi, President, Pearl River, New York
(Name of Officer, Title, Address)

PSC NO. 4 GAS LEAF: 149
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Issued in compliance with Commission order in Case 09-M-0311, dated 06/19/09

SERVICE CLASSIFICATION NO. 10 (Cont'd.)

CHARACTER OF SERVICE: (Cont'd.)

(B) Supplemental Service

Supplemental sales of interruptible natural gas owned by the Company and having a heating value of not less than 1,000 Btu per cubic foot, delivered at a pressure agreed upon by the customer and the Company but not in excess of the available pressure at the point of delivery, as determined by the Company.

SERVICE AGREEMENT:

The Company and customer shall negotiate and 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, nominating procedures and requirements, and customer's equipment to be served;
- (c) additional facilities to be constructed or installed; and
- (d) 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 - SIX PART - MONTHLY:

- (1) The charges for service under Service Classification No. 10 shall be as stated in the negotiated service agreement. The charges will include the following items as applicable: a demand and commodity charge associated with the gas supply and a delivery charge for service on the Company's distribution system. 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.

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SERVICE CLASSIFICATION NO. 10 (Cont'd.)

RATE - SIX PART - MONTHLY: (Cont'd.)

(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 not longer than the initial term.

(3) Supplemental Sales Charge

The rate for all Mcf delivered to a customer in excess of the amount of gas stated in the service agreement shall be the "Unit Charge" for service rendered under Service Classification No. 3 of this Schedule, but not less than the "Average Commodity Cost of Gas" for the month in which service is rendered. Also see Special Provision B.

(4) Penalty Charge

All gas used by a customer during periods in which the Company has requested customer to discontinue usage of gas service shall be subject to a minimum penalty equal to the higher of a) 120% of the wholesale electric market price at the time of non-compliance converted to a gas price in accordance with the Company's Gas Transportation Operating Procedures or b) \$10.00 per Mcf plus the Supplemental Sales Charge, or any penalty the Company may incur from a pipeline due to customer's unauthorized takes that is greater than the minimum penalty. The Company may, at its option, waive this penalty during emergencies.

(5) Temporary State Assessment Surcharge

The Temporary State Assessment Surcharge as described in General Information Section 24 shall apply to all gas delivered under this Service Classification.

(6) Increase in Rates and Charges

The rates and charges under this Service Classification, including the delivery charge, demand charge, commodity charge, supplemental sales charge and penalty charge will be increased pursuant to General Information Section 15 of this Schedule.

TERM:

The initial term and renewal options shall be as provided for in the service agreement.

Issued By: William Longhi, President, Pearl River, New York
(Name of Officer, Title, Address)

..DID:

..TXT:

PSC NO: 4 GAS

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COMPANY: ORANGE AND ROCKLAND UTILITIES, INC.

REVISION: 3

INITIAL EFFECTIVE DATE: 11/01/00

SUPERSEDING REVISION: 1

STAMPS: Issued in compliance with Order in Case 00-G-0996 dated 08/24/00

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STATUS:

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SERVICE CLASSIFICATION NO. 10 (Cont'd.)

TERM:

The initial term and renewal options shall be as provided for in the service agreement.

In addition to all other remedies available to the Company, the Company reserves the right to discontinue service immediately, temporarily or permanently, to the customer or to the premises where there is a violation or any failure to comply with any of the provisions of this Service Classification, the Company's Sales and Transportation Operating Procedures, or this Rate Schedule.

TERMS OF PAYMENT:

Bills are due when rendered, subject to a late payment charge in accordance with the provisions of General Information Section 6.6 of this Schedule.

SPECIAL PROVISIONS:

(A) Metering

The unit of measurement shall be a cubic foot of gas at an absolute pressure of fourteen and seventy-three and one-hundredths pounds (14.73#) per square inch, a temperature of sixty degrees (60°) Fahrenheit and without adjustment for water vapor content. In determining the volume of gas delivered, the Average Absolute Atmospheric (Barometric) Pressure shall be assumed to be fourteen and four-tenths pounds (14.4#) to the square inch, irrespective of actual elevation or location of the delivery point above sea level or variations in actual barometric pressure from time to time.

(B) Alternate Fuels

The Supplemental Sales Charge is a rate per Mcf determined each month by the Company and is dependent on the type of alternate fuel used by the customer. Customers who do not have an alternate fuel and who have certified that they can and will discontinue use of Company service as requested shall be charged the Category C Supplemental Sales Charge.

(C) Customer Responsibilities

Customers must maintain operable alternate fuel equipment, adequate fuel storage capacity at the customer's location for use in such alternate fuel equipment and fuel supply that is adequate and replenished as necessary to enable the customer to operate satisfactorily such equipment without gas whenever and so long as service under this Service Classification is withdrawn. The customer must also maintain a dedicated customer-installed telephone line to enable the Company to obtain remote readings of the customer's meter.

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

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COMPANY: ORANGE AND ROCKLAND UTILITIES, INC. REVISION: 2
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SERVICE CLASSIFICATION NO. 10 (Cont'd.)

SPECIAL PROVISIONS: (Cont'd.)

(C) Customer Responsibilities (Cont'd.)

The customer shall immediately: (i) notify the Company of any condition that would prevent the required discontinuance of gas service or prevent the Company from determining whether the customer is using gas during a period in which the Company withdraws service, (ii) take immediate action to correct such condition, and (iii) notify the Company when such condition has been corrected. If the customer does not correct such condition within 10 days from when the condition is first reported by the customer or from when first discovered by the Company with notice to the customer, whichever is earlier, the customer shall be billed an additional charge equal to the greater of a) 130% of the cost of its alternate fuel, as established with reference to appropriate fuel price indices as determined in accordance with the Company's Gas Transportation Operating Procedures or b) 130% of the rates charged by the Company under this Service Classification, minus the rates paid by the customer under this Service Classification. This additional charge shall be applied to all gas consumed during the billing period in which there is non-compliance and for any subsequent billing periods during which the non-compliance continues.

The customer must comply with an annual inspection of its alternate fuel or alternate energy facilities, at a date and time determined by the Company, to determine whether such facilities are operable. In addition, the Company shall have the right to require a test of the customer's alternate fuel or alternate energy facilities. The customer must comply with any such test.

(D) Reserve Requirements

Prior to November 1 of each year, customers are required to demonstrate to the Company that they have adequate reserves of alternate fuel based on peak winter period requirements and in accordance with the provisions below.

- (1) All Distillate Users shall have a five days supply of alternate fuel. If the customer does not have five days storage capability on site, the customer must fill available on-site storage and prove, to the Company's satisfaction, that a relationship exists with an alternate fuel provider to supply the customer for the difference between its on-site supply and the five days of required alternate fuel supply.

For the purposes of this provision, Distillate Users are those customers using No. 2 fuel oil, diesel fuel or kerosene as their alternate fuel source.

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(Name of Officer, Title, Address)

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SERVICE CLASSIFICATION NO. 10 (Cont'd.)

SPECIAL PROVISIONS: (Cont'd.)

(D) Reserve Requirements (Cont'd.)

- (2) All Human Needs Customers shall have a ten days supply of alternate fuel. If the customer does not have ten days storage capability on site, the customer must fill available on-site storage and prove, to the Company's satisfaction, that a relationship exists with an alternate fuel provider to supply the customer for the difference between its on-site supply and the ten days of required alternate fuel supply.

For the purposes of this provision, Human Needs Customers are those who receive service for their own or another's residential uses and purposes whether involving temporary or permanent occupancy, which includes residential hotels, single room occupancies, prisons, dormitories, living facilities of clergy and acute care or nursing home providers housing patients or residents on an overnight basis including, nursing homes, hospitals, community residences, and shelters.

- (3) Other withdrawable customers must maintain reserve levels acceptable to the Company.

A customer with an inadequate alternate fuel reserve that fails to discontinue gas service at any time during the first five days in the case of Distillate Users, and during the first ten days in the case of Human Needs Customers, in which the Company has requested customer to discontinue usage of gas service in any winter season shall be billed an additional charge equal to the greater of a) 130% of the cost of its alternate fuel, as established with reference to appropriate fuel price indices as determined in accordance with the Company's Gas Transportation Operating Procedures or b) 130% of the rates charged by the Company for service under this Service Classification, minus the rates paid by the customer under this Service Classification. Any customer with an inadequate alternate fuel reserve as of November 1 of each year will similarly be subject to the same additional charge. This additional charge shall be applied to all gas consumed during the billing period in which there is non-compliance and for any subsequent billing periods during which the non-compliance continues.

Issued By: Stephen B. Bram, President, Pearl River, New York
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