

..DID:
..TXT: PSC NO: 4 GAS LEAF: 106
COMPANY: ORANGE AND ROCKLAND UTILITIES, INC. REVISION: 1
INITIAL EFFECTIVE DATE: 10/15/97 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with Commission Order in Case 97-G-1309 dated 10/02/97.

RECEIVED: STATUS: EFFECTIVE:

GENERAL INFORMATION

21. DEPOSIT WAIVER FORM

THIS AGREEMENT, dated as of the _____ day of _____ 19____ between Orange and Rockland Utilities, Inc. ("Orange and Rockland"), a New York corporation having its principal place of business at One Blue Hill Plaza, Pearl River, NY 10965 and _____ ("Customer"), a New York corporation having an office at _____

W I T N E S S E T H:

WHEREAS, Customer has requested that Orange and Rockland supply it with gas and electric service;

WHEREAS, Orange and Rockland may require a monetary deposit as a precondition to supplying said electric and gas service; and

WHEREAS, Customer and Orange and Rockland wish to enter into an Agreement whereby an alternative to a monetary deposit will be provided;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, Orange and Rockland and Customer agree as follows:

1. In order to provide electric and gas service to the Customer at its premises located at _____ ("Premises"), NYCRR §13.7 allows Orange and Rockland to require a deposit of \$ _____ as detailed below:

<u>Account Number</u>	<u>Amount of Deposit</u>
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2. In consideration of Orange and Rockland waiving said monetary deposit, Customer agrees to the following conditions:

- (a) Customer will pay all bills rendered for gas and electric service upon receipt of bills so that such payment will be received by Orange and Rockland or one of its authorized agents by no later than 10 calendar days from the date of the bill.

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

..DID:

..TXT:

COMPANY: **ORANGE AND ROCKLAND UTILITIES, INC.**

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21. DEPOSIT WAIVER FORM (Cont'd)

(b) Pursuant to NYCRR §13.7(d), Customer waives its right not to be sent a final termination notice until 20 calendar days after payment is due. By waiving the right, Orange and Rockland may serve a final termination notice upon Customer at any time after 10 days from the date of the bill. Moreover, unless Customer pays all outstanding bills upon receipt of said termination notice, Orange and Rockland may immediately terminate service.

3. Failure of Orange and Rockland to insist upon strict performance of any of the provisions of this Agreement or failure or delay of Orange and Rockland in exercising any rights or remedies provided herein shall not release Customer from any of its obligations under this Agreement and shall not be deemed a waiver of any rights of Orange and Rockland to insist upon strict performance of Customer's obligations or be deemed a waiver of any of Orange and Rockland's rights or remedies under this Agreement. Any waiver shall be effective only if in writing and signed by Orange and Rockland's authorized representative, and only with respect to the particular case expressly covered therein.

4. If Customer fails to comply with the terms of this Agreement, Orange and Rockland may declare this Agreement to be in default and require a monetary deposit from Customer in compliance with the provisions of NYCRR §13.7. Customer shall be considered in default of this Agreement if a final termination notice is issued to Customer on more than one occasion.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

ORANGE AND ROCKLAND UTILITIES, INC.

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Issued By: Larry S. Brodsky, President, Pearl River, New York
(Name of Officer, Title, Address)