

..DID: 20834

..TXT: PSC NO: 12 GAS

LEAF: 138.35

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 1

INITIAL EFFECTIVE DATE: 02/11/03

SUPERSEDING REVISION: 0

STAMPS:

Effective date postponed to 05/01/03. See Supplement No. 13

RECEIVED: 11/12/02 STATUS: Pending EFFECTIVE: 05/01/03

GENERAL INFORMATION (Cont.)

- (e) that there will be no switching fee charged by the Company to the customer for a switch back to the Company, whether as an interim measure until a new ESCO/Marketer is selected or as a permanent action.
- 2. The Company must, within 5 calendar days of the notice from the ESCO/Marketer, also send a notice to the ESCO/Marketer's customers containing the same information as required above, but also providing a list with names and telephone numbers of eligible ESCOs/Marketers who have indicated a willingness to serve retail customers in the Company's service area.
- 3. If the Company learns that an ESCO/Marketer has discontinued operations in its service territory without giving the proper notice to Retail Customers and to the Company in accordance with the above requirements prior to discontinuing operations, the Company shall immediately inform the Public Service Commission and then, if directed, notify all of the ESCO's customers as required above. In the notification, the Company shall also advise the customers that effective immediately their service is being provided by the Company under the standard tariff rate and that payment for such service from the date of the notice until a subsequent switch takes place must be made to the Company.
- 4. If the ESCO/Marketer does not give notice to its Retail Customers and to the Company in accordance with the above requirements prior to discontinuing operations, the ESCO/Marketer may be determined ineligible by the New York State Public Service Commission to sell natural gas to retail customers in New York State and/or may be assessed a monetary penalty by the New York State Public Service Commission.
- 5. Upon the discontinuance of an ESCO/Marketer, the ESCO/Marketer shall remain responsible for payment or reimbursement of any and all sums owed under the Tariff or under any tariffs on file with the FERC, and service agreements relating thereto, or under any agreements between the ESCO/Marketer and the Company. The ESCO/Marketer shall also remain obligated to customers to the extent provided for in any contracts with them.

Issued by Richard A. Rapp, Jr., Vice President and Deputy General Counsel, Brooklyn, NY