

..DID: 10855
..TXT: PSC NO: 15 ELECTRICITY LEAF: 161
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0
INITIAL EFFECTIVE DATE: 02/01/00 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/01/99 STATUS: Effective EFFECTIVE: 02/01/00

35. RETAIL ACCESS PROGRAM (Cont'd)

P. **TERMINATION OF SERVICE** (Cont'd)

(e) (Cont'd)

2. Central Hudson must, within five (5) calendar days of the notice from the Retail Supplier, also send a notice to the Retail Supplier's assigned customers advising them that transfer requests have been received and will be executed.
3. Sample copies of the form of the notice to customers will be submitted to the Department of Public Service for review at least five (5) calendar days before the letters are sent to customers.
4. If Central Hudson learns that a Retail Supplier has assigned customers and transferred service to other Retail Suppliers without giving the required notices (in contracts and/or disclosure statement and in the letters to be sent at least fifteen (15) days prior to the transfer of service) to Retail Customers and to Central Hudson in accordance with the above requirements, Central Hudson will immediately inform the Department of Public Service and then, if directed, notify all of the Retail Supplier's customers in accordance with the procedures noted above.
5. If a Retail Supplier does not give the required notices to its Retail Customers, Central Hudson and the Commission in accordance with the above requirements prior to transferring customers, the Retail Supplier may be determined ineligible by the New York State Public Service Commission to sell electricity to retail customers in New York State and/or may be assessed a monetary penalty by the New York State Public Service Commission.
6. The assignment document(s) (copies of which will be provided to Central Hudson and the Commission) will indicate which party will be 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 Retail Supplier and Central Hudson and between the Retail Supplier and customers.

Issued by: Arthur R. Upright, Senior Vice President, Poughkeepsie, New York