

..DID: 8275

..TXT: PSC NO: 12 GAS

LEAF: 138.43

COMPANY: THE BROOKLYN UNION GAS COMPANY

REVISION: 0

INITIAL EFFECTIVE DATE: 06/01/99

SUPERSEDING REVISION:

STAMPS:

RECEIVED: 04/26/99 STATUS: Effective EFFECTIVE: 06/01/99

**GENERAL INFORMATION (Cont.)**

7. ESCOs/Marketers may contest any suspension or proposed discontinuance by use of the "Dispute Resolution Process" if that process is initiated in a timely manner.
8. Upon any 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.
9. Upon receipt of a switch request from a subsequent ESCO/Marketer following the discontinuance notice, the Company will verify the intended switch with the customer in accordance with the Slamming Prevention Process, (e.g., the Company must notify customers within 5 calendar days of the switch request).

**D. Discontinuance of a Direct Customer**

A Direct Customer may voluntarily discontinue securing its own energy supplies by notifying the Company of its intent to discontinue acting as a Direct Customer and to switch to another supplier or to return to utility service in accordance with the "Switching Requirements" previously presented. A Direct Customer may be involuntarily discontinued for the reasons, and in the same manner, as an ESCO/Marketer would be discontinued, to the extent applicable (see Section C above), except that notices to customers are not required where the Direct Customer is a single customer.

Issued by Steven L. Zelkowitz, Sr. Vice President and General Counsel, Brooklyn, NY