

PSC NO: 90 GAS

NEW YORK STATE ELECTRIC & GAS CORPORATION

INITIAL EFFECTIVE DATE: 12/01/20

Issued in compliance with Order in Case No.19-G-0379, dated November 19, 2020.

LEAF: 19

REVISION: 6

SUPERSEDING REVISION: 4

GENERAL INFORMATION

6. INSPECTION:

Before service is supplied at any location, the customer must provide the Company with satisfactory proof that the piping and associated equipment which has been installed has been inspected and approved by any legally constituted authorities having jurisdiction, and in accordance with the rules of the Company. If additional piping or equipment is installed on such premises, the customer shall secure approval as indicated above and present the Company with satisfactory proof of such approval. The Company, at its discretion, shall have the right to perform reasonable inspections of all piping and associated equipment located on a premises, to which gas service is to be or is being supplied.

7. SERVICE CONNECTIONS/METER:

A. (1) General:

The Company shall furnish and install the meter to measure the gas used by the customer in accordance with the provisions of the Service Classification applicable to the service. Such meter may be installed on the Customer's side of the point of supply and shall remain the property of the Company.

Any appliances or devices furnished at the expense of the Company shall remain its property and may be removed by it at any time on the termination of the agreement or the discontinuance of service.

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GENERAL INFORMATION

7. SERVICE CONNECTIONS/METER: (CONT'D)

A. (1) General: (Cont'd)

The Customer shall be responsible for the safekeeping of the property of the Company on his premises and shall take all reasonable precaution against unlawful interference with such property.

The Customer shall not interfere with or alter the meters, seals, or other property used in connection with rendering gas service or permit same to be done by others than the authorized agents or employees of the Company. Damage caused directly or indirectly by the Customer to the Company's property shall be paid for by the Customer.

(2) Outdoor Meters

Meters shall be installed outside, whenever feasible, for all new one, two, or three family houses. A modern temperature compensated gas meter equipped with a remote meter reading device shall be installed for all new one, two and three family houses where an outside meter installation is not feasible.

If a meter or service has been found to be tampered with, or a theft of service has occurred, the Company may charge the Customer its costs and expenses for investigating, repairing and removing the meter and installing it in a secure location.

(3) Advanced Metering Infrastructure ("AMI") Meter

In 2022, the Company shall begin installing an AMI equipped meter for customers, throughout its service area.

(a) AMI Opt-Out Option for Residential Customers

Residential Customers may elect to opt out of receiving an AMI gas communications module.

Prior to the AMI meter installation at a customer's premise, the Company will notify the customer of the upcoming meter installation and the ability to opt out of receiving the AMI electric meter during the initial AMI roll-out.

Customers may subsequently elect to opt-out of having an AMI gas communications module which has already been installed at the customer's premise. Customers will be assessed a one-time charge of \$47.63 applicable to the exchange the existing AMI gas module for a non-AMI meter, and a one-time charge of \$65.51 if the customer has both an AMI electric meter and an AMI gas communications module exchanged at the same time.

A payment plan will be offered to customers to cover the above-referenced one-time exchange charge.

(i) Monthly Meter Reading Charge for AMI Opt-Out Customers

A continuing monthly meter reading charge of \$13.47 will be assessed to cover the manual meter reading costs.

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GENERAL INFORMATION

7. SERVICE CONNECTIONS/METER: (CONT'D) (Cont'd)

B. Inspection and Examination of Company Apparatus:

(1) Access to Premises:

Any employee or agent of the Company who exhibits a photo-identification badge and written authority as provided in Section 65(9) of the Public Service Law has the authority, to enter at all reasonable times the Customer's premises supplied with gas for the purpose of:

- (a) reading a meter to ascertain the quantity of gas supplied; and
- (b) inspecting and examining the meters, pipes, fittings and works for supplying or regulating the supply of gas or for the purpose of performing required leakage surveys and atmospheric corrosion inspections. Inspecting and examining the meters, pipes, fittings and works for supplying gas to residential customers is limited to a non-holiday workday between 8 a.m. and 6 p.m., or at such other reasonable times as requested by a customer except for:
 - (i) inspection and examination of any such equipment where an emergency may threaten the health and safety of a person, the surrounding area, or the Company's distribution system; or
 - (ii) inspection and examination of any such equipment may be conducted between the hours of 8 a.m. and 9 p.m. on any day when there is evidence of meter tampering or theft of services.

ISSUED BY: Joseph J. Syta, Vice President. Controller and Treasurer, Binghamton, New York

GENERAL INFORMATION

7. SERVICE CONNECTIONS/METER: (CONT'D)

B. Inspection and Examination of Company Apparatus: (Cont'd)

(1) Access to Premises: (Cont'd)

A properly identified employee authorized to inspect and examine apparatus, may not enter a locked premises without the permission of the person lawfully in control on the premises, nor use any manner of force to carry out inspection and examination, except when an emergency may threaten the health or safety of a person, the surrounding area, or the Company's distribution system, or where authorized by a court order.

(2) Duty to Inspect:

The Company shall conduct a field inspection of non-residential apparatus as soon as reasonably possible and within 60-calendar days, except where prevented by circumstances beyond the Company's control when there is:

- (a) a request contained in a service application; or
- (b) a reasonable customer request; or
- (c) the issuance of a field inspection order in accordance with a Company utility bill review program; or
- (d) notification from any reasonable source that service may not be correctly metered; or
- (e) a directive by the PSC or its authorized designee.

(3) Penalty:

- (a) A non-residential customer who, at any time, directly or indirectly prevents or hinders a duly authorized officer or agent of the Company from entering the premises, or from making an inspection or examination, or for the purpose of performing required leakage surveys and atmospheric corrosion inspections, at any reasonable time, may be billed a \$100.00 penalty charge for each such offense as provided in Section 65(9)(b) of the Public Service Law.
- (b) A residential customer or person that controls access to the premises, at any time, who directly or indirectly prevents or hinders a duly authorized officer or agent of this Company from entering the premises or from making an inspection or examination or for the purpose of performing required leakage surveys and atmospheric corrosion inspections at any reasonable time may be billed a \$100.00 penalty charge as provided in Section 65(9)(b) of the Public Service Law.
- (c) If the customer or the person that controls access to the premises fails to pay the \$100.00 penalty charge assessed for not providing access for the purpose of performing required leakage surveys and atmospheric corrosion inspections, service to the premises may be terminated pursuant to 16 NYCRR 11.4(a).

PSC NO: 90 GAS
NEW YORK STATE ELECTRIC & GAS CORPORATION
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GENERAL INFORMATION

7. SERVICE CONNECTIONS/METER: (CONT'D)

B. Inspection and Examination of Company Apparatus: (Cont'd)

(3) Penalty: (Cont'd)

- (d)** If the customer or the person that controls access to the premises pays the \$100.00 penalty charge for the purpose of performing required leakage surveys and atmospheric corrosion inspections, and fails to provide access to the premises, upon 15 days' notice to the customer and Department Office of Consumer Services, the Company may terminate supply of gas service.
 - i.** Such Notice shall state: "The Company has made two attempts by special appointment and was unable to gain access to your premises for the purpose of performing required leakage surveys and atmospheric corrosion inspections. The failure to keep your appointment or refusal to provide access shall result in termination of gas supply service 15 days from the date of this Notice."
 - ii.** If access to the premises is provided prior to the expiration of the 15 day period, the Company shall not terminate the service.
 - iii.** If customer's service is terminated, the customer may request Reconnection of Service in accordance with Rule 4.H, Reconnection of Service.

ISSUED BY: Joseph J. Syta, Vice President, Controller and Treasurer, Binghamton, New York

PSC NO: 90 GAS

COMPANY: NEW YORK STATE ELECTRIC & GAS CORPORATION

INITIAL EFFECTIVE DATE: 11/01/2023

2016 Issued in compliance with Order in Case No. 22-G-0318, dated October 12, 2023.

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GENERAL INFORMATION

7. SERVICE CONNECTIONS/METER: (CONT'D)

B. Inspection and Examination of Company Apparatus: (Cont'd)

(4) Other Rights:

Nothing contained in this section shall be construed to impair the Company's rights as to any other person who prevents access to the Company – or customer-owned meters and/or equipment.

C. Notice to Company of Escape of Gas:

Customers are required to give immediate notice to the Company of any escape of gas, as no deduction shall be made from the registration of the meter. In case of a leak, the meter cock must be immediately closed and no flame taken near the escape until after full and free ventilation.

D. Right to Shut Off Supply of Gas:

Should any leak in the mains, pipe, service pipe, fixtures or connections be reported to or discovered by any employee of the Company, the Company shall have the right to shut off the supply of gas until satisfactory repairs have been made. Disconnections shall be made pursuant to Rule 8.E.11 of this Schedule.

E. Meter Relocation Pilot Program

During calendar year 2024, the Company shall implement a Meter Relocation Pilot Program. The Company shall relocate gas meters and service regulators from the inside of a customer's premises to the outside of a customer's premises. For any relocation that is part of the Meter Relocation Pilot Program. The Company shall be responsible for any costs associated with the relocation of the indoor gas meter.

A customer that participates in the Meter Relocation Pilot Program and requests the Company to relocate a meter from inside their premises to outside shall not be subject to Charges for Special Services provisions under Section 13. The Company shall be responsible for any costs associated with the relocation of an indoor gas meter at the request of a customer.

8. BILLING AND COLLECTIONS:

A. When Bills Are Due:

Bills of the Company are due: (1) upon receipt; (2) if mailed, three days after mailing; or (3) if electronically provided, the date posted. Bills are payable at any office of the Company, to any authorized collector, via U.S. Mail, Electronic Funds Transfer, or the Internet.

B. Late Payment Charge:

- (1) A monthly late payment charge shall be assessed at a rate of 1 ½% per month on a customer's unpaid balance, including service billing arrears and unpaid late payment charges pursuant to 16 NYCRR Sections 11.15(a) and 13.10(a) which provide that utilities may impose late payment charges. Remittance mailed on the "last day to pay" date shall be accepted without the late payment charge, the postmark to be conclusive evidence of the date of mailing. The failure on the part of the customer to receive the bill shall not entitle him to pay without the late payment charge after the "last day to pay" date. The "last day to pay" date shall be 23 days after the date on which the bill is rendered.