

### 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.

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### B. Late Payment Charge: (Cont'd)

- (2) Service to State Agencies shall be rendered in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984, effective July 1, 1984.)
- (3) Application of late payment charges may be waived by the Company.

#### C. Rendition and Payment:

Bills shall be deemed rendered, and other notices duly given when delivered to the Customer personally or when mailed to the Customer at the premises supplied, or at the last known address of the Customer, or when left at either of such places or when posted electronically. Failure to receive such bill, either by mail, personally, or electronically shall not entitle the Customer to any delay in the settlement of each month's account nor to any extension of the date after which a late payment charge becomes applicable.

- i. A bill for electric service shall be rendered on a monthly basis, however, if causes beyond the Company's control causes an irregularity in rendering a bill, no bill need be rendered before the sooner of: (i) the passage of 75 calendar days from the date of the previous bill, or (ii) the date that the cause of such delay has been remediated. Additionally, if a customer that participates in the Quarterly Payment Plan as provided in Rule 8.C.3 herein, the regular interval may exceed 75 days;
- ii. If the Company has a billing irregularity it shall communicate the delay to customers within 10 calendar days (e.g., such communication can be made via phone call or email).
- iii. As provided in General Rule 8.B. above, the Late Payment Charge shall be assessed 23 days after the date on which the bill is rendered.

Payment by mail properly stamped, addressed, and mailed on or before the past due date indicated on the bill as evidenced by a United States postmark, shall be deemed to be payment prior to the application of late payment charges. Payment made via Electronic Funds Transfer ("EFT") shall be deemed paid on the date that funds are transferred from the Customer's bank account. A request by the Customer for adjustment of bills or any other complaint does not extend the date of the undisputed portion of bills which have been duly rendered.

Customers receiving standard bills produced and issued by the Company's automated billing system, excluding specialized bills, may elect to receive and pay bills through a participating bank or vendor under the Company's On-Line Billing ("OLB") option. Under OLB, a bill shall be deemed rendered when posted electronically. Payment under OLB shall be considered made prior to the past due date if the Customer's bank, vendor, or authorized collector indicates that such a Customer's payment was made by the past due date as indicated on the bill.

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### C. Rendition and Payment: (Cont'd)

(2) Dishonored Payment

Should the Company receive a negotiable instrument from an applicant or customer in payment of any bill, charge or deposit due, and such instrument be subsequently dishonored or be uncollectible for any reason, the Company shall charge a fee of \$20.00 to the applicant or customer, as permitted by General Obligations Law Section 5-328.

(3) Quarterly Payment Plan

As required by Public Service Law, Section 38 which became effective November 29, 1985, the Company shall offer any residential customer, 62 years of age or older, a plan for payment on a quarterly basis of charges for service rendered, provided that such customer's average annual billing is not more than \$150.

#### D. Billing Period:

- (1) Where readings are scheduled for bimonthly intervals, the Company shall render interim bills calculated from the best data available. On request, the Company will furnish postcards to customers whose meters are scheduled to be read bimonthly for the purpose of reporting meter readings in the intervening months.

A monthly billing period is any period consisting of not less than 25 days nor more than 35 consecutive days, and a bill for any shorter or longer period will be prorated on the basis of a 30-day billing period.

(2) Interim Estimated Billing:

At its option, the Company will read meters and render bills monthly or bi-monthly, but ordinarily it will read meters of domestic and commercial customers once every two (2) months. Where meters are scheduled to be read bi-monthly, the Company may render an interim estimated bill, based on the best information available (approximately thirty (30) days) of the bi-monthly period using the following method:

PSC NO: 90 Gas  
NEW YORK STATE ELECTRIC & GAS CORPORATION  
Initial Effective Date: 04/01/14  
Effective date POSTPONED to June 1, 2014. See Supplement No. 16  
Effective date POSTPONED to July 1, 2014. See Supplement No. 17  
Effective date POSTPONED to August 1, 2014. See Supplement No. 18

Leaf : 25  
Revision: 3  
Superseding Revision: 2

## **GENERAL INFORMATION**

**Reserved for Future Use**

PSC NO: 90 GAS  
NEW YORK STATE ELECTRIC & GAS CORPORATION  
INITIAL EFFECTIVE DATE: 12/01/12

LEAF: 25.1  
REVISION: 1  
SUPERSEDING REVISION: 0

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### E. Termination of Service: (Cont'd)

##### (1) Notice of Termination - Time:

- (a) Residential - The Company may terminate the supply of gas at least 15 days after a final termination notice has been served personally upon the customer or mailed to the customer. This notice may not be issued until at least 20 days have elapsed from the date payment was due.

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### E. Termination of Service: (Cont'd)

##### (1) Notice of Termination - Time: (Cont'd)

##### (b) Non-Residential - The Company may terminate the supply of gas:

- (i) At least five (5) days after a final termination notice has been served personally upon the customer;
- (ii) At least eight (8) days after mailing a final termination notice in post-paid wrapper to the customer, addressed to such customer at premises where service is rendered, or
- (iii) At least five (5) days after the customer has either signed for or refused a registered letter containing a final termination notice, addressed to such customer at premises where service is rendered.

If the customer in Rules 8.E.(1)(a) or 8.E.(1)(b) above has specified to the Company in writing an alternate address for billing purposes, the final termination notice shall be sent to such alternate address and to the premises where service is rendered. The notice shall contain the requested information set forth in Rule 8.E.(2)(a).

##### (c) Additional Conditions for Termination:

##### (i) The Company may terminate the supply of gas due to default when the customer:

- 1. fails to pay any tariff charge due on the customer's account for which a written bill has been rendered,
  - a. For a residential customer, if the charges are for service rendered during periods in excess of the 12 month period, termination will be permitted in cases involving billing disputes during the 12 month period, estimated bills, the culpable conduct of the customer or excusable Company delays, and provided that the Company commences billing not more than four months after the resolution of the billing dispute, the adjustment to estimated bills, or the cessation of excusable delays by the Company or customer,
  - b. For a non-residential customer, if the charges reflect service used more than six (6) years prior to the time the bill first containing these charges was rendered, then the charges must be pursued by other methods of collection; or

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### E. Termination of Service: (Cont'd)

##### (1) Notice of Termination - Time: (Cont'd)

##### (c) Additional Conditions for Termination: (Cont'd)

2. fails to pay amounts due under a deferred payment agreement; or
3. fails to pay a lawfully required security deposit in accordance with Rule 8.O.; or
4. fails to comply with a provision of the Company's schedule which permits the Company to refuse to supply or to terminate service; or
5. is a non-residential customer, and fails to provide reasonable access to the premises for necessary or proper purposes in connection with rendering of service, including meter installation, reading, testing, maintenance, removal, or securing, of the Company's property, and the customer has not advised the Company that the customer does not control access to the meter, nor advised the Company who does have control over access.

(ii) The Company may terminate service to a customer without providing advance notice of the termination and without fulfilling the other requirements of this section when it finds service being supplied through tampered equipment provided that the Company:

1. has evidence that the Customer opened the account and used the service prior to the creation of the condition or that the Customer knew, or reasonably should have known, that service was not being fully billed;
2. has rendered a written unmetered service bill, pursuant to applicable billing provisions of the PSC;
3. has made reasonable efforts to provide to a person in charge of the premises;
  - a. the written unmetered service bill; and
  - b. oral notice of the conditions, if any, under which the Company will continue service, which may include the payment by cash, certified check, or money order within two (2) hours, of some portion of the bill up to, but not exceeding, fifty percent (50%); and
4. has not received the required payment.

..DID:

..TXT:

COMPANY: **NEW YORK STATE ELECTRIC & GAS CORPORATION**

INITIAL EFFECTIVE DATE: 02/27/98

STAMPS:

**PSC NO: 90 GAS**

LEAF: 28

REVISION: 0

SUPERSEDING REVISION:

RECEIVED:

STATUS:

EFFECTIVE: 02/27/98

**GENERAL INFORMATION**

**8. BILLING AND COLLECTIONS: (CONT'D)**

E. Termination of Service: (Cont'd)

(2) Notice of Termination - Format:

Every notice indicating termination of service will:

(a) Clearly indicate in nontechnical language:

- (i) the reason for service termination;
- (ii) the total amount required to be paid by the Customer to avoid termination of service, indicating the amount for which the Customer's account is either in arrears or the required deposit, if any, which must be posted by the Customer, or both;
- (iii) a method whereby the Customer may tender payment of the full sum due and owing, including any required deposit, to avoid the termination of his service;
- (iv) the availability of Company procedures to consider customer complaints prior to termination, including the address and telephone number of the office of the Company the Customer may contact in reference to his account; and
- (v) the earliest date on which termination may be attempted; and

(b) have printed on the face thereof in a size type capable of attracting immediate attention, the following:

"THIS IS A FINAL TERMINATION NOTICE." "PLEASE BRING THIS NOTICE TO THE ATTENTION OF THE COMPANY WHEN PAYING THIS BILL."

(c) include a summary to residential customers as prepared or approved by the PSC stating the protections available to them together with a notice that any customer eligible for such protections should contact the Company.

Issued By: Michael I. German, Senior Vice President, Binghamton, New York  
(Name of Officer, Title, Address)

..DID:

..TXT:

PSC NO: 90 GAS

LEAF: 29

COMPANY: NEW YORK STATE ELECTRIC & GAS CORPORATION

REVISION: 1

INITIAL EFFECTIVE DATE: 12/10/98

SUPERSEDING REVISION: 0

STAMPS: Issued in compliance with commission order in Case 98-G-0845 dated 12/02/98.

RECEIVED:

STATUS:

EFFECTIVE: 12/10/98

GENERAL INFORMATION

8. BILLING AND COLLECTIONS: (CONT'D)

E. Termination of Service: (Cont'd)

(2) Notice of Termination - Format: (Cont'd)

(d) non-residential termination notices will, in addition to the above, include;

- (i) a statement that PSC procedures are available for considering customer complaints when a customer is not satisfied with the Company's handling of the complaint, and including the address and phone number of the PSC;
- (ii) that payment of the charges with a check that is subsequently dishonored will result in immediate termination of service without further notice;
- (iii) that at the time the Company goes to the premises to terminate service, it may require any payment to be made with cash, certified check, or money order if the Customer has, within the last twenty-four (24) months, paid with a check that was dishonored;
- (iv) that it is a termination notice which should be brought to the attention of the Company when the bill is paid.

A final notice of termination may contain any additional information not inconsistent with this section.

(e) A final notice of termination may not be issued to a non-residential customer unless at least twenty (20) calendar days have elapsed from the date payment was due or the date given in a written notice to cure a tariff violation, or where the reason for the notice is the failure to provide access, except that a final notice of termination for non-payment may be issued or sent on or after the date payment was due in the following circumstances:

- (i) when any portion of the charge that the Customer has failed to pay is for unmetered service that was being supplied through tampered equipment and for which an unmetered service bill pursuant to applicable billing provisions of the PSC has been rendered;
- (ii) when the charge that the Customer has failed to pay is the installment amount due in accordance with a DPA.

**GENERAL INFORMATION**

**8. BILLING AND COLLECTIONS: (CONT'D)**

E. Termination of Service: (Cont'd)

(2) Notice of Termination - Format: (Cont'd)

- (f) A final notice of termination will not be sent while a complaint is pending before the Company or the PSC for non-payment of the disputed charges or for any other reason that is the subject of the complaint, as provided by Section 8.F. of this Schedule. Nothing in this section bars the Company from sending such notice for non-payment of undisputed charges or for reasons not at issue in the complaint.
- (g) The Company will not terminate service while a complaint is pending before the Company or the PSC and for fifteen (15) calendar days after resolution by the Company or by the PSC or its authorized designee, for non-payment of the disputed charges or for any reason that is the subject of the complaint, as provided by Section 8.F. of this Schedule. Nothing in this section bars the Company from termination for non-payment of undisputed charges or for reasons not at issue in the complaint.
- (h) The Company will not terminate a non-residential service more than sixty (60) calendar days after issuance of the final termination notice, unless it has, during that time, issued a termination reminder notice that states the current arrears due. The Company will not terminate service more than ninety (90) calendar days after issuance of the final termination notice unless it has, during that time, issued a termination reminder notice.

(3) Verification of Delinquent Account Prior to Termination:

The Company will not terminate service for non-payment of bills rendered or for failure to post a required deposit unless:

- (a) it has verified that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the notice period required by Rule 8.E.(1); and

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### E. Termination of Service: (Cont'd)

##### (3) Verification of Delinquent Account Prior to Termination: (Cont'd)

- (b) it has verified on the day termination occurs that payment has not been posted to the customer's account as of the opening of business on that day, or has complied with procedures established pursuant to Rule 8.E.(4)(b).

##### (4) Rapid Posting of Payments in Response to Notices of Termination:

The Company shall take reasonable steps to establish procedures to insure that any payments made in response to notices of termination, when the customer brings the fact that such a notice has been issued to the attention of the Company or its authorized collection agents, are either:

- (a) posted to the customer's account on the day payment is received; or
- (b) processed in some manner so that termination will not occur.

##### (5) Days and Time When Termination of Service is Not Permitted:

- (a) Residential - The Company shall not terminate service, except as provided by Rule 8.E.11, for non-payment of bills or failure to post a required deposit on:
  - (i) A Friday, Saturday, Sunday or public holiday; or
  - (ii) A day on which the business offices of the Company or the Commission are closed;  
or
  - (iii) A day immediately preceding either a public holiday or day on which the Company's business offices are closed; or
  - (iv) During a two-week period encompassing Christmas and New Year's Day.

Disconnections should only be made between the hours of 8:00 am and 4:00 pm.

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### E. Termination of Service: (Cont'd)

- (5) Days and Time When Termination of Service is Not Permitted: (Cont'd)
- (b) Non-residential - The Company shall not terminate service, except as provided by Rule 8.E.11, for non-payment of bills or failure to post a required deposit or failure to provide access on:
    - (i) A Saturday, Sunday or public holiday; or
    - (ii) A day on which the business offices of the Company or the Commission are closed.
  - (c) Disconnections shall only be made between the hours of 8:00 a.m. and 6:00 p.m., except that on days preceding the days listed in (b)(i) and (ii) above, termination may only occur after 3:00 p.m. if the customer is informed by personal contact prior to termination that termination is about to occur and the Company is prepared to accept a check for payment required to avoid termination. The term public holiday as used in (a) and (b) refers to those holidays defined in the General Construction Law.
- (6) Payment at the Time of Termination - **Non-Residential** Only:
- (a) If a non-residential customer claims, at the time that termination for non-payment is to take place, that payment has already been made and produces a written business record of payment, or claims that there is a complaint pending before the Company or the PSC with regard to the charges demanded, the Company's field representative shall make a reasonable effort to verify this information with a Company office representative and shall not terminate service for non-payment of any verified disputed amount.
  - (b) If a customer offers payment of the full amount that forms the basis for a scheduled termination at the time of termination, the Company's representative shall accept such payment and not terminate service.
  - (c) If an eligible customer signs a DPA pursuant to Section 8.G. of this Schedule, for the full amount that forms the basis for a scheduled termination and offers payment of the required down payment at the time of termination, the Company representative shall accept such down payment and not terminate service. If the Company allows the Customer an extension of time to go to a business office to sign the DPA, and the Customer agrees to do so and offers payment of the required down payment, the Company representative shall accept such down payment and not terminate service; provided, however, that the Company may terminate service without further notice if the Customer fails to sign the DPA within the specified time.

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### E. Termination of Service: (Cont'd)

#### (6) Payment at the Time of Termination - **Non-Residential** Only: (Cont'd)

- (d) If a customer has, within the last 24 months, paid for service with a check that was dishonored, the Company has the right to accept only cash, certified check, or money order as payment under Sections 8.E.(6)(b) or 8.E.(6)(c) of this Schedule.
- (e) Whenever payment is made at the time of termination, the Company's field representative shall provide the Customer with a receipt showing the date, the account number, the amount received, the form of the payment and either the name or identification number of the Company representative.

#### (7) Voluntary Third Party Notice Prior to Termination of Service:

The Company shall permit a residential customer to designate a third party to receive a copy of every notice of termination of service sent to such residential customer, provided that such third party indicates in writing his or her willingness to receive such notices. Residential customers shall be notified annually of the availability of the third party notice procedure.

#### (8) No Additional Notice Required When payment by Check is Subsequently Dishonored:

Receipt by the Company of a subsequently dishonored negotiable instrument in response to a notice of termination shall not constitute payment of the customer's account, and the Company is not required to issue additional notice prior to termination. The Company shall charge the customer a handling charge as provided for under General Obligations Law Section 5-328.

#### (9) Termination of Service to Multiple Dwellings:

##### (a) Entire Multiple Dwellings:

The Company shall not terminate service to an entire multiple dwelling (as defined in the Multiple Dwelling Law or the Multiple Residence Law) unless the notices specified in Section 33 of the Public Service Law have been given, provided that where any of the notices required thereunder are mailed in a post-paid wrapper there shall be no termination of service until at least 18 days after the mailing of such notices.

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### E. Termination of Service: (Cont'd)

##### (9) Termination of Service to Multiple Dwellings: (Cont'd)

###### (b) Two Family Dwellings:

The Company will not terminate service to a two family dwelling that is known by the Company to contain residential units where service is provided by a single meter, unless the notices specified in Section 34 of the Public Service Law have been given.

(c) Sections 8.E.(3) through 8.E.(8) of this Schedule will be applicable with respect to the termination of service to multiple dwellings.

(d) During the cold weather period beginning November 1 of each year and ending April 15 of the following year, the written notices required in Sections 8.E.(9)(a) and 8.E.(9)(b) of this Schedule must be provided not less than thirty (30) days before the intended termination.

##### (10) When there is No Customer: Applicability:

###### (a) Nothing in this section shall affect the Company's right to suspend, curtail or disconnect service:

- (i) when there is no customer and service is being provided through tampered equipment;
- (ii) when, in the case of a Non-residential customer, there is no customer and the Company can show that the user will require service for a period of less than one week, provided that the Company makes a reasonable effort to notify the user and provide the user with an opportunity to apply for service before termination;
- (iii) when there is no customer and the Company has provided advance written notice to the occupant stating the Company's intent to terminate service unless the responsible party applies for service and is accepted as a customer. Such notice shall be made, either by posting 48 hours or by mailing at least five but no more than thirty 30 calendar days before disconnection.

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### E. Termination of Service: (Cont'd)

##### (10) Applicability: (Cont'd)

(iv) as permitted by Section 8.E.(11) of this Schedule.

- (b) Nothing in this section shall affect the Company's obligation to comply with the additional requirements set forth in Section 8.E.(9) of this Schedule relating to termination of service to multiple dwellings and two-family dwellings.

##### (11) Emergency Disconnections:

The Company will suspend, curtail or disconnect service without notice when:

- (a) an emergency may threaten the health or safety of a person, a surrounding area, or the Company's transmission or distribution systems; or
- (b) there is a need to make permanent or temporary repairs, changes or improvements in any part of the Company's system;
- (c) there is a governmental order or directive requiring the Company to do so.

However, the Company shall, to the extent reasonably feasible under the circumstances, provide advance notice to those whose service will be interrupted for any of the above reasons.

The Company shall act promptly to restore service as soon as possible after disconnection under this section. Service to residential customers will be restored before it may be terminated for any other reason. Non-residential service, however, need not be restored to any building, unit, or piece of equipment if, at the time restoration is to occur, the Company has the lawful right to terminate service for another reason.

PSC NO. 90 Gas  
NEW YORK STATE ELECTRIC & GAS CORPORATION  
Initial Effective Date: 2/1/06

Leaf : 34.2  
Revision: 2  
Superseding Revision: 1

## **GENERAL INFORMATION**

Reserved for Future Use

Issued in compliance with order in Case No. 05-M-0453 dated 12/27/05.

ISSUED BY: James A. Lahtinen, Vice President Rates and Regulatory Economics, Binghamton, New York

**PSC NO. 90 Gas**  
**NEW YORK STATE ELECTRIC & GAS CORPORATION**  
Initial Effective Date: 2/1/06

Leaf : 34.3  
Revision: 3  
Superseding Revision: 2

## **GENERAL INFORMATION**

Reserved for Future Use

Issued in compliance with order in Case No. 05-M-0453 dated 12/27/2005.

Issued by: James A. Lahtinen, Vice President - Rates & Regulatory Economics, Binghamton, NY

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### E. Termination of Service: (Cont'd)

##### (12) Termination of Service in Regard to the Purchase of ESCO Accounts Receivable Program (POR)

###### Non-Residential Customers

The Company is authorized to disconnect its delivery service and the ESCO's commodity service, in accordance with 16 NYCRR Part 13, to non-residential customers where (i) the customer fails to make full payment of all amounts due on the consolidated billing; (ii) the Company has purchased the ESCO receivable; and (iii) the ESCO furnishes the Company an affidavit from an officer of the ESCO representing to the Company that the ESCO has notified its current non-residential customers and shall notify its future non-residential customers that the Company is permitted to disconnect the customer for non-payment of the ESCO charges. The ESCO shall indemnify the Company for any cost, expense, or penalty if the customer's service is discontinued for non-payment and the customer establishes that it did not receive such notification. ESCOs participating in the POR waive the right to seek termination for non-payment of ESCO commodity service and/or to request suspension of the Company's distribution service.

###### Residential Customers

The Company, in accordance with applicable provisions of law, may disconnect its delivery service and the ESCO's commodity service (collectively, "utility service") to residential customers who fail to make full payment of all amounts due on the consolidated billing, including the amount of the purchased ESCO receivables. A residential customer disconnected from utility service under the POR shall be reconnected to service upon the payment of the arrears that were the subject of the disconnection, which may include both delivery and supply charges, or a lesser amount as specified in Public Service Law Section 32(5)(d). ESCOs participating in the POR waive the right to seek termination of ESCO commodity service and/or to request suspension of the Company's distribution service.

##### (13) Termination of Residential Service Special Procedures

Special emergency procedures, required by 16 NYCRR Part 11.5 provide special protections for specified residential customers regarding the termination and restoration of service in cases involving medical emergencies, the elderly, blind or disabled, and terminations during cold weather. Copies of the Company's special procedures are on file with the Commission and are available to the public upon request at Company offices where applications for service may be made.

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### F. Complaint Procedures:

Any complaint filed with the Company regarding disputed bills, charges or deposits shall be promptly investigated in accordance with the procedures and form of notice required by the Commission rules contained in 16 NYCRR, Parts 11.20, 12, 13.15, 275.8 and 275.9.

The Company shall not send a final notice of termination nor discontinue service regarding a disputed bill or deposit until it has complied with said Commission rules.

Copies of the Company's complaint handling procedures and form of notice are on file with the Commission and are available to the public upon request at the Company offices where application for service may be made. In the Company's final response to a complaint, if the resolution is at all in the Company's favor, it shall inform the customer of the Commission's complaint handling procedures, including the Commission's address and telephone number.

#### G. Deferred Payment Agreement (DPA/EDPA):

##### (1) Residential:

- (a) The Company shall offer any eligible residential customer or applicant a DPA/EDPA with specific terms as required by Part 11.10 of 16 NYCRR which sets forth in detail the following procedures.
  - (i) All residential customers and applicants are eligible for a DPA/EDPA unless the Customer has broken an existing DPA/EDPA which required payment over a period at least as long as the standard DPA/EDPA described below, or the PSC determines that the Customer or applicant has the resources to pay the bill.
  - (ii) A specific written and/or electronic offer shall be made to eligible customers before the date of any threatened termination of service, where payment of outstanding charges is a requirement for reconnection or acceptance of an application for service, and when a customer has broken a DPA/EDPA that was for a shorter period than the standard DPA/EDPA.

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### G. Deferred Payment Agreement (DPA/EDPA): (Cont'd)

##### (1) Residential: (Cont'd)

(iii) The Company shall negotiate in good faith with any eligible customer or applicant in order to enter into an agreement that is fair and equitable considering the customer's or applicant's financial circumstances. The Company may, at its discretion, require the customer or applicant to complete a form detailing assets, income and expenses. Reasonable documentation to substantiate the information provided may also be required. The Company shall treat the financial information as confidential.

The Company shall make a written or electronic on-line offer of a deferred payment agreement, not less than seven calendar days (10 days if mailed) before the earliest date on which termination may occur, when payment of outstanding charges is a requirement for acceptance of an application for service, when payment of outstanding charges is a requirement for reconnection of service, or as required after a defaulted payment agreement that was for a term shorter than Rule 8.G.(1)(b)(i) and 16 NYCRR 11.10.

The Company may postpone a scheduled termination of service up to 10 calendar days after the date stated in the final notice of termination for the purpose of negotiating payment agreement terms, provided the customer is advised of such postponement.

- (b) A deferred payment agreement shall obligate the customer to make timely payments of all current charges and shall provide for:
- (i) a down payment up to 15% of the amount covered by the deferred payment agreement or the cost of one-half of one month's average usage, whichever is greater, unless such amount is less than the cost of one-half of one month's average usage, in which case the down payment may be up to 50% of such amount, and monthly installments of up to the cost of one-half of one month's average usage or one-tenth of the balance, whichever is greater.
  - (ii) any specific terms for down payment and payment mutually agreed upon after negotiation by the Company and customer.
  - (iii) if the customer demonstrates financial need, no down payment and installments as low as \$10 per month above current bills.

A deferred payment agreement can be signed in duplicate or electronically by a Company Representative and the customer. A signed DPA/EDPA and a down payment, if required, must be received by the Company before the agreement becomes enforceable by either party. The deferred payment agreement offer is valid until the next billing period.

In the case of customers who are subject to a final notice of termination, the signed payment agreement must be returned to the Company or entered into electronically with the Company before the scheduled termination date in order to avoid termination.

A deferred payment agreement shall be renegotiated and amended if the customer or applicant demonstrates their financial circumstances have changed significantly beyond their control.

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### G. Deferred Payment Agreement (DPA/EDPA): (Cont'd)

##### (1) Residential: (Cont'd)

- (c) If a customer fails to make timely payment in accordance with a deferred payment agreement, the Company shall send a reminder notice at least eight calendar days prior to the issuance of a final notice of termination.

If by the 20th day after payment was due under the deferred payment agreement, the Company has neither received payment nor negotiated a new payment agreement, the Company may demand full payment of the total outstanding charges and send a final termination notice in accordance with Rule 8.E.(1)(a) and 16 NYCRR 11.4 and 11.10.

A late payment charge of 1.5% per month (18% per year) shall be assessed to any unpaid installments including any unpaid regular bills issued for service provided during the term of the agreement.

##### (2) Non-Residential:

- (a) Any non-residential customer is eligible for a deferred payment agreement except:
  - (i) A customer who owes any amounts under a prior deferred payment agreement; or
  - (ii) A customer who failed to make timely payments under a prior deferred payment agreement in effect during the previous 12 months; or
  - (iii) A customer that is a publicly held company or a subsidiary thereof; or
  - (iv) A seasonal, short-term or temporary customer; or
  - (v) A gas customer who during the previous 12 months had a combined total consumption for all its accounts with the Company in excess of 4000 therms; or
  - (vi) A customer of any two services (gas or electric) who is ineligible under any provision for a deferred payment agreement in the respective schedule; or
  - (vii) A customer who the Company can demonstrate has the resources to pay the bill, provided that the Company notifies the customer of the Company's reasons and of the customer's right to contest this determination through the Commission's complaint procedures.

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### G. Deferred Payment Agreement (DPA/EDPA): (Cont'd)

##### (2) Non-Residential: (Cont'd)

The Commission or its authorized designee may order the Company to offer a deferred payment agreement in accordance with this Rule to a customer whom it finds 16 NYCRR 13.5 is intended to protect, when an agreement is necessary for a fair and equitable resolution of an individual complaint.

The Company shall provide a written or electronic notice offering a deferred payment agreement to an eligible customer not less than five calendar days before the date of a scheduled termination of service for non-payment of arrears, or eight calendar days if mailed, provided the customer has been a customer for at least six months and the arrears on which the outstanding final termination notice is based exceeds two months average billing.

The Company shall provide a written or electronic notice offering a deferred payment agreement when it renders a backbill, which exceeds the cost of twice the customer's average monthly usage or \$100.00, whichever is greater; provided, however, that the Company shall not be required to offer a deferred payment agreement when the customer knew, or reasonably should have known, that the original billing was incorrect.

For the purpose of this section, a non-residential "short-term" or "temporary" customer is a customer who requested service for a period of time up to two years.

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### G. Deferred Payment Agreement (DPA/EDPA): (Cont'd)

##### (2) Non-Residential: (Cont'd)

- (b) A deferred payment agreement shall obligate the customer to make timely payments of all current charges and may require the customer:
  - (i) To make a down payment of up to 30% of the arrears on which an outstanding termination notice is based, or the cost of twice the customer's average monthly usage, whichever is greater, plus the full amount of any charges billed after the issuance of the termination notice which are in arrears at the time the agreement is entered into; or
  - (ii) If a field visit to physically terminate service has been made, to make a down payment of up to 50% of the arrears on which an outstanding termination notice is based or the cost of four times the customer's average monthly usage, whichever is greater, plus the full amount of any charges billed after the issuance of the termination notice which are in arrears at the time the agreement is entered into; and
  - (iii) To pay the balance in monthly installments of up to the cost of the customer's average monthly usage or one-sixth of the balance, whichever is greater; and
  - (iv) To pay the late payment charges on any unpaid installments, including any unpaid regular bills issued for service provided during the period of the agreement; and
  - (v) To pay a security deposit in three installments, 50% down and two monthly payments of the balance, provided the deposit was previously requested under Rule 8.0; and
  - (vi) To pay the outstanding charges in monthly installments of up to the cost of one-half of the customer's average monthly usage or one-twenty-fourth of such charges, whichever is greater, when a deferred payment agreement is offered to a customer with a backbill exceeding the cost of twice the average monthly usage or \$100.00, whichever is greater, pursuant to Rule 8.G.(2).(a).

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### G. Deferred Payment Agreement (DPA/EDPA): (Cont'd)

##### (2) Non-Residential: (Cont'd)

- (c) A deferred payment agreement may provide for a greater or lesser down payment, a longer or shorter repayment period, and payment according to any schedule, if mutually agreed upon by both the Company and the customer. A deferred payment agreement can be signed in duplicate or electronically by a Company Representative and the customer. The signed DPA/EDPA must be received by the Company before the agreement becomes enforceable by either party.
- (d) If a customer fails to make timely payment in accordance with a deferred payment agreement, on the first occurrence the Company shall give the customer a reasonable opportunity to keep the agreement in force by paying any amounts due under the agreement. Otherwise, the Company may demand full payment of the total outstanding charges and send a final termination notice as provided under Rule 8.E.(2)(e)(ii).

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### H. Reconnection of Service:

When a customer's service is terminated in accordance with Rule 8.E.1 for non-payment of bills, the Company reserves the right to refuse to furnish service to:

- (1) A residential customer at the same or any other location until:
  - (a) The Company receives the full amount of arrears for which service was terminated; or
  - (b) The Company and the customer reach agreement on a deferred payment plan and the customer pays a down payment, if required; or
  - (c) The Commission or its designee so directs; or
  - (d) The Company receives a commitment of a direct payment or written guarantee of payment from the social services official of the social services district in which the customer resides; or
  - (e) The Company has notice that a serious impairment to health or safety is likely to result if service is not reconnected. Doubts as to whether reconnection of service is required for health or safety reasons shall be resolved in favor of reconnection.
  - (f) The Company shall reconnect service to any customer that was suspended as a result of a Supplier-initiated request for suspension for non-payment of commodity service upon the expiration of one year after termination of commodity service by the Supplier. See Rule 8.E.(12) of this Schedule, Termination of Service in Regard to the Purchase of ESCO Accounts Receivable Program (POR).

## **GENERAL INFORMATION**

### **8. BILLING AND COLLECTIONS: (CONT'D)**

#### H. Reconnection of Service: (Cont'd)

- (2) Non-residential customers at the same or any other location until receipt by the Company of all tariff charges including the lawful reconnection charge, any other charges, fees or penalties due, legal fees, court costs, and disbursements, if applicable, and either:
  - (a) The full amount of arrears and/or a security deposit for which service has been terminated, and any other tariff charges billed after the issuance of the termination notice which are in arrears at the time reconnection is requested; or
  - (b) The Company and customer reach agreement on, and sign, a deferred payment agreement for the amounts set forth in 8.H.(1) above and the customer pays a down payment if required; or
  - (c) In the case where service was terminated solely for failure to provide access, the customer has allowed access and has made reasonable arrangements for future access; or
  - (d) In the case where service was terminated solely for a violation of the tariff and, at the option of the Company, either receipt by the Company of adequate notice and documentation, or a field verification that the violation has been corrected; provided, however, that the field verification, if required, shall be arranged within two business days of the customer's request or such later time as may be specified by the customer; or

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### H. Reconnection of Service: (Cont'd)

- (e) If service was terminated for two or more independent reasons, and the customer has satisfied all conditions for reconnection. The reconnection will be accomplished within the time period applicable to the last condition satisfied; or
  - (f) The Commission or its designee directs service to be reconnected.
- (3) The Company shall reconnect service, unless prevented by circumstances beyond the Company's control or where a customer requests otherwise, to any terminated customer not more than 24 hours after the above conditions of this rule have been satisfied. Whenever circumstances beyond the Company's control prevent reconnecting of service within 24 hours, service shall be reconnected within 24 hours after those circumstances cease to exist (including, but not limited to, times when a Supplier fails to timely notify the Company of Supplier's receipt of payments due).
- (4) The Company may make a charge for reconnection where it has become necessary to terminate the service for non-payment of bills or any other infringement of the Company's rules governing service.

Payment may be required in advance for non-residential customers. Residential customers may pay the reconnection fee in advance or have it included as part of the re-payment plan.

The charge for reconnection will be dependent upon the time of day the customer requires reconnection to be made. If both the customer's electric and gas services are reconnected at the same time, the reconnection charge will be made for only one (1) service.

Reconnection charges will be as follows:

Reconnection DURING normal working hours \$15.00

Reconnection AFTER normal working hours \$40.00

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### I. Termination of Residential Service for "Fraud":

If tampered equipment is found on the customer's premises, or if any fraud upon the Company is practiced upon the customer's premises, or if any other act, omission or concealment intended to deceive the Company shall be practiced upon the customer's premises, the Company may terminate the supply of gas to the customer and remove its meter(s), apparatus and pipe no less than 15 days after final notice of termination is sent, following procedures established in Sections 8.E.(2) through 8.E.(11) of this Schedule.

Service will not be restored to such a customer until all damages occasioned or sustained by the Company by reason of the above shall have been paid by the customer to the Company.

Termination of residential service will be delayed, pending review, provided service can be rendered safely, if it is determined that a resident is likely to suffer a serious impairment to health or safety as a result of termination.

#### J. Meter Reading and Estimated Bills:

##### (1) Meter Reading Non-Residential Customers:

- (a) the Company will make a reading attempt, to obtain an actual reading for every non-residential customer's account, on the regularly scheduled basis;
- (b) a reading attempt requires that a meter reader visit the premises between 8:00 AM and 5:00 PM on a business day, and follow any routine access instructions;
- (c) where circumstances beyond the Company's control prevent the Company from making a regularly scheduled reading attempt and where the two (2) previous consecutive cycle bills were not based on an actual reading, the Company will make a second similar follow-up reading as soon as possible and within seven (7) calendar days after the scheduled reading date;

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### J. Meter Reading and Estimated Bills: (Cont'd)

##### (1) Meter Reading Non-Residential Customers: (Cont'd)

- (d) where the Company has billed a customer's account based on the readings of a remote registration device for six consecutive months, the Company shall, at the time of every subsequent meter reading attempt and, until successful, try to gain access to read the meter;
- (e) where the Company has billed a customer's account based on customer readings for six consecutive months, and did not obtain an actual reading at the time of the next regularly scheduled or follow-up reading attempt thereafter, the Company shall, within seven calendar days after the last attempt, either make another reading attempt or an appointment with the customer to read the meter; and
- (f) unless a customer does not have access to the meter or the customer will be unable to obtain a reliable meter reading, the Company shall, at the time of any unsuccessful reading attempt, leave at the premises or mail to the customer a meter reading card.

##### (2) Estimated Bills:

###### (a) Meter Registration:

In case any meter should for any reason cease for a period of time to register the full amount of energy supply or the maximum demand of any customer, the amount of the bill may be estimated by the Company from the available data as to the probable consumption and/or demand, and the customer billed accordingly. Bill estimates will be calculated in accordance with a procedure approved by the Public Service Commission.

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### J. Meter Reading and Estimated Bills: (Cont'd)

##### (2) Estimated Bills: (Cont'd)

##### (b) Estimated Billing - Residential:

- (i) The Company shall limit the period for which estimated bills can be routinely sent to customers to a maximum of four (4) monthly bills (two (2) bi-monthly billings), except in the case of seasonal customers, or in the case of customers who have selected the Interim Estimated Billing Plan in Section 8.D.(2) of this Schedule.
- (ii) If no actual reading is obtained after the aforementioned period, the Company shall take reasonable actions to obtain an actual meter reading. Such actions may include, but are not limited to:
  - 1. request that the customer and/or such other person who controls access to the meter, complete a dial or window card with the meter reading; or
  - 2. request that the customer and/or such other person who controls access to the meter, furnish the Company with a meter reading by telephone; or
  - 3. schedule an appointment with the customer and/or such other person, who controls access to the meter, for the reading at a time to include times other than during normal business hours.

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### J. Meter Reading and Estimated Bills: (Cont'd)

##### (2) Estimated Bills: (Cont'd)

##### (b) Estimated Billing - Residential: (Cont'd)

(iii) If no actual reading is obtained after bills representing six months or three billing periods, whichever is greater, of consecutively estimated bills, the Company shall send a notice to the customer and to the person who controls access to the meter offering a special appointment for a meter reading, both during and outside of business hours. Where the customer resides in a multiple dwelling (as defined in the Multiple Dwelling Law or Multiple Residence Law), or in a two-family dwelling that is known by the Company to contain residential units where service is provided through a single meter or meters, and the meter is not in the apartment, the notice shall be sent to the customer and such other person who controls access to the meter.

(iv) If the Company receives no response after bills representing eight months or four billing periods, whichever is greater, of consecutively estimated bills, the Company may send another letter offering a special appointment and advising the customer or such other person who controls access to the meter that if no appointment is made, a charge of \$25.00 shall be added to the next bill rendered to the person who controls and refuses to provide access to the meter. No charge shall be imposed if an appointment is arranged and kept.

1. If the person who controls access fails to arrange an appointment in response to a second request and the Company is unable to obtain a meter reading, the \$25.00 shall be assessed to the next bill of the person who controls access to the meter. A landlord, building superintendent or managing agent who fails to permit access to an area containing one or more meters after receiving the requisite notice shall be charged \$25.00 on his account at the premises.

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### J. Meter Reading and Estimated Bills: (Cont'd)

##### (2) Estimated Bills: (Cont'd)

##### (b) Estimated Billing - Residential: (Cont'd)

(v) If within two months no response is received to the second special appointment letter, the Company shall send a registered letter advising the recipient that, in accordance with Public Service Commission directive, the Company shall apply for a court order to gain access to the meter, to permit the Company to replace a meter, or if physically feasible, to relocate the meter or install a remote reading device, so as to preclude future estimated billing, and/or apply to the court for such other relief as may be appropriate. The letter shall also state that in accordance with the Company's filed tariff, the court costs and the cost of the meter relocation or remote reading device shall be paid by the person who controls access to the meter. Where the Company gains access to a gas meter through the use of a court but cannot restore full service because the terms of the court order do not permit the Company access to all areas of the premises to relight pilot lights, the Company shall lock the meter and leave written notification informing the customer how service can be promptly restored. If the customer fails to contact the Company to have service restored, the Company shall attempt to contact the customer, on no less than a weekly basis, until such service is restored. During the period November 1 to April 15 inclusive, court orders obtained under this section shall not be enforced against any residential gas-heating customers if such enforcement would result in the termination of service or in an unsafe condition.

(vi) Where a remote reading device has been installed, or the customer agrees to phone or mail in the meter reads, the Company shall be allowed access to the customer's premises to obtain an actual read at least once every 12 months. Where access to the customer's premises is denied, the Company shall send, by registered mail, a letter advising that, pursuant to Public Service Commission directive, the Company shall apply for a court order to gain access to the meter. The letter shall also state that the court costs shall be paid by the person who controls access to the meter.

(vii) Where the Company has submitted an estimated bill or bills to a residential customer that understate the actual amount of money owed by such customer for the period when estimated bills were rendered by more than 50% or \$100.00, whichever is greater, the Company shall notify the customer in writing that he or she has the right to pay the difference between the estimated charges and the actual charges in regular monthly installments over a reasonable period that shall not be less than three months.

##### (c) Estimated Billing - Non-Residential:

(i) The Company may render an estimated bill for a regular cycle billing period only when:  
1. the Company has failed to obtain access to the meter(s);

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### J. Meter Reading and Estimated Bills: (Cont'd)

##### (2) Estimated Bills: (Cont'd)

##### (c) Estimated Billing - Non-Residential: (Cont'd)

2. circumstances beyond the Company's control made obtaining an actual reading of the meter(s) extremely difficult, despite having access to the meter area; provided, however, that estimated bills for this reason may be rendered no more than twice consecutively without the Company advising the customer in writing of the specific circumstances and the customer's obligation to have the circumstances corrected;
3. the Company has good cause for believing that an actual or customer reading obtained is likely to be erroneous; provided, however, that estimated bills for this reason may be rendered no more than twice consecutively without the Company initiating corrective action before the rendering of the next cycle bill;
4. circumstances beyond the control of the Company prevented the meter reader from making a premises visit;
5. an actual reading was lost or destroyed; provided, however, that an estimated bill for this reason will be rendered no more than once without the Company initiating corrective action before the rendering of the next cycle bill;
6. an estimated reading has been prescribed or authorized by the Commission for a particular billing cycle;
7. an estimated reading is the approved billing method in accordance with the Company's tariff for the billing; or
8. an unmetered condition was in existence during the period.

##### (ii) No Access Procedure:

1. The Company shall begin providing no access notices to the access controller as described in this section commencing with:

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### J. Meter Reading and Estimated Bills: (Cont'd)

(2) Estimated Bills: (Cont'd)

(c) Estimated Billing - Non-Residential: (Cont'd)

(ii) No Access Procedure: (Cont'd)

- a. the second consecutive monthly or first bi-monthly bill estimated pursuant to either subparagraph (c)(i)(1) or (c)(i)(2) of this section in the case of accounts billed for demand;
  - b. the fourth consecutive monthly or second consecutive bi-monthly bill estimated pursuant to either subparagraph (c)(i)(1) or (c)(i)(2) of this section in the case of accounts not billed for demand; or
  - c. the tenth consecutive monthly or fifth consecutive bi-monthly bill estimated pursuant to subparagraph (c)(i)(1) or (c)(i)(2) of this section or based on a remote registration device or a customer reading.
2. The no access notices and charges described in this subdivision will be directed only to the access controller. In any case where the access controller is not the customer of the subject account, a copy of all notices shall also be sent to the customer at the same time.

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### J. Meter Reading and Estimated Bills: (Cont'd)

##### (2) Estimated Bills: (Cont'd)

##### (c) Estimated Billing - Non-Residential: (Cont'd)

##### (ii) No Access Procedure: (Cont'd)

##### 3. The series of no access notices shall be as follows:

- a. The first notice shall advise the access controller that unless access to the customer's meter is provided on the next meter reading date or a special appointment to read the meter is made and kept prior to that date, a no access charge will be added to the access controller's next bill and to every subsequent bill until access to the customer's meter is provided. No charge will be imposed if an appointment is arranged and kept. The notice shall advise the access controller that the Company will arrange a special appointment or a reading of the customer's meter if the access controller calls a specified telephone number. Where the access controller is not the customer of the subject account, the notice will begin by stating that Company records indicate that the recipient is the party who controls access to the meter of the customer, specifically identified as to address, part supplied, and account number, and that the Company has not been provided access to the customer's meter as required.
- b. The second notice shall advise the access controller of the no access charge that has been added to their bill and that unless access to the customer's meter is provided on the next meter reading date or a special appointment to read the meter is made and kept prior to that date, another charge will be added to the access controller's next bill. The notice shall also state that if the access controller's service can be physically terminated without obtaining access, steps to terminate service will follow, and that in the event that the access controller's service cannot be physically terminated, steps to obtain a court order to gain access to the customer's meter will follow. The notice will advise the access controller that the Company will arrange a special appointment for a reading of the customer's meter.

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### J. Meter Reading and Estimated Bills: (Cont'd)

##### (2) Estimated Bills: (Cont'd)

##### (c) Estimated Billing - Non-Residential: (Cont'd)

##### (ii) No Access Procedure: (Cont'd)

#### 3. The Series of no access notices shall be as follows: (Cont'd)

c. The third and each subsequent notice shall advise the access controller of the no access charge that has been added to their bill and, if the access controller's service can be terminated without obtaining access, shall be accompanied by a final notice of termination for non-access. In any case where the access controller's service cannot be physically terminated without obtaining access, the notice shall advise the access controller that the Company is seeking to obtain a court order to gain access to the customer's meter and court costs shall be paid by the access controller.

4. A no access charge as provided by Rule 7.B.(3) shall not exceed \$100.

5. No more than \$100.00 per building or premises shall be added to any single bill of the access controller even though more than one meter is located there.

6. The Company may, at its discretion, suspend temporarily the issuance of no access notices and/or penalties under this section if the access controller contacts the Company and provides a legitimate reason for postponing the provision of access; provided, however, that such suspension may not be utilized in the case of any account that is billed for demand charges and in no event for more than 90 calendar days.

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### K. Backbilling:

##### (1) Residential:

- (a) The Company will not charge a residential customer for service rendered more than six months prior to the mailing of the first bill for service to the residential customer unless the failure of the Company to bill at an earlier time was not due to the neglect of the Company or was due to the culpable conduct of the customer. If the customer remains liable for any such service and the delay in billing was not due to the culpable conduct of the customer, the Company shall explain the reason for the late billing and will notify the customer in writing that payments may be made under an installment payment plan. Any such installment plan may provide for a downpayment of no more than one-half of the amount due from the customer, or three months average billing for that customer, whichever is less.
- (b) The Company may not adjust upward a bill previously rendered to a residential customer after 12 months from the time the service to which the adjustment pertains was provided unless:
  - (i) failure to bill correctly was caused by the customer's culpable conduct;
  - (ii) failure to bill correctly was not due to the neglect of the Company;
  - (iii) such adjustment is necessary to adjust a budget payment plan; or
  - (iv) there was a dispute between the Company and the customer concerning the charges for service during the 12-month period.
- (c) Where the Company has submitted an estimated bill or bills to a residential customer that understate the actual amount of money owed by such customer for the period when estimated bills were rendered by more than 50 percent or one hundred dollars (\$100), whichever is greater, the Company shall notify the customer in writing that he or she has the right to pay the adjusted bill in regular monthly installments over a reasonable period that will not be less than three months. An adjustment to increase previously rendered bills more than 12 months after the time service was provided, pursuant to paragraphs (ii), (iii), and (iv) of this section,

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### K. Backbilling: (Cont'd)

##### (1) Residential: (Cont'd)

- (d) If the Company adjusts any charge for service rendered 12 or more months prior to the date of issuance it will include with the bill a notice giving the reason for the adjustment.
- (e) The Company shall not render a bill for previously unbilled service or adjust upward a bill previously rendered to a residential customer after the expiration of 24 months from the time the service to which the new billing or adjustment pertains was provided unless the culpable conduct of the customer caused or contributed to the failure of the Company to render a timely or accurate billing.

##### (2) Non-Residential:

###### (a) Notice:

- (i) Every backbill will contain a written explanation of the reason for the backbill that will be sufficiently detailed to apprise the customer of the circumstances, error or condition that caused the underbilling, and, if the backbill covers more than a twenty-four month period, a statement setting forth the reason(s) the Company did not limit the backbill under subdivision 2 of this section.
- (ii) Every backbill will contain the applicable billing information as required by the Public Service Commission.
- (iii) Every backbill covering more than a one-month period, other than a catch-up backbill, will contain a notice that the customer may obtain upon request a detailed billing statement showing how the charges were calculated, including any late payment charges. All catch-up backbills will clearly indicate how the backbill was calculated, whether as if the service were used during the current cycle, or as if redistributed back to the last actual reading.

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### K. Backbilling: (Cont'd)

##### (2) Non-Residential: (Cont'd)

##### (a) Notice: (Cont'd)

(iv) A backbill will be accompanied by an offer of a deferred payment agreement, in accordance with Section 8.G. of this Schedule, if applicable.

##### (b) Limitations on Backbill Rendering:

(i) The Company shall not render a backbill more than six months after the Company actually became aware of the circumstance, error or condition that caused the underbilling, unless a court extends the time to render a backbill.

(ii) The Company shall not upwardly revise a backbill unless the first backbill explicitly stated that the Company reserved the right to do so, the revised backbill is rendered within 12 months after the Company actually became aware of the circumstance, error, or condition that caused the underbilling; and

1. the customer knew or reasonably should have known that the original billing or the first backbill was incorrect; or

2. new information shows that the first backbill was incorrect.

(iii) The Company shall render a downwardly revised backbill as soon as reasonably possible and within two months after the Company becomes aware that the first backbill was excessive.

(iv) The Company shall not render a backbill for any underbilling when the reason for the underbilling is apparent from the customer's service application, or could have been revealed in a service application and the Company failed to obtain and retain one.

PSC NO: 90 GAS  
NEW YORK STATE ELECTRIC & GAS CORPORATION  
INITIAL EFFECTIVE DATE: 04/01/14

LEAF: 57  
REVISION: 2  
SUPERSEDING REVISION: 1

Effective date POSTPONED to June 1, 2014. See Supplement No. 16

Effective date POSTPONED to July 1, 2014. See Supplement No. 17

Effective date POSTPONED to August 1, 2014. See Supplement No. 18

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### K. Backbilling: (Cont'd)

##### (2) Non-Residential: (Cont'd)

##### (c) Limitations on Backbilling Period:

- (i) When the failure to bill at an earlier time was due to Company deficiency, the Company will not bill a customer for service rendered more than twelve months before the Company actually became aware of the circumstance, error, or condition that caused the underbilling, unless the Company can demonstrate that the customer knew or reasonably should have known that the original billing was incorrect.
- (ii) The Company shall not bill a customer for service rendered more than 24 months before the Company actually became aware of the circumstance, error, or condition that caused the underbilling, unless the Company can demonstrate that the customer knew or reasonably should have known that the original billing was incorrect.

#### L. Plurality of Services:

The rates set forth in the individual service classifications in the respective schedules for gas service are based upon the supply of service to one customer through one meter on one premises, and service measured through two or more meters on the same premises will not be combined for billing purposes except for reasons of economy or otherwise..

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### M. Computation of Bills for High Pressure Metering:

The prices for gas service are based upon gas delivered under conditions generally applicable to low pressure metering. Bills for gas metered under high pressure will be computed upon the volume as indicated by the meter registration, increased to the equivalent volume at standard pressure (14.73 pounds per square inch absolute). Correction for metering pressure higher than standard pressure can be accomplished by using a pressure correcting instrument or by using fixed factor measurement.

#### (1) Fixed Factor Billing:

- (a) For customers receiving gas at pressures higher than the normal delivery pressure, the Company may use a fixed factor method of determining actual gas consumption in lieu of the installation of pressure-volume integrating devices. The fixed factor method permits the application of Boyle's Law (volume correction for pressure) to the uncorrected registration of a gas meter which is being maintained at a constant pressure. Nothing herein shall be construed to require the Company to deliver gas to any customer at higher than normal delivery pressure.
- (b) In instances where the fixed factor method is used, the amount of gas determined from the meter reading shall be multiplied by a billing factor derived from the following formula:

$$\frac{(P_b + P_m)}{P_B} = \text{Billing Factor}$$

where  $P_b$  is the average barometric pressure, calculated for the Company service areas, measured in pounds per square inch absolute,  $P_m$  is the delivery or metering pressure measured in pounds per square inch gauge,  $P_B$  is the base pressure of 14.73, measured in pounds per square inch absolute.

- (c) Where the average barometric pressure of the Company's service area varies by more than 0.10 pounds per square inch absolute, the average barometric pressure for that geographic area shall be calculated based on that area's elevation above sea level.

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### M. Computation of Bills for High Pressure Metering: (Cont'd)

##### (1) Fixed Factor Billing: (Cont'd)

##### (d) At each installation where fixed factor billing is used:

- (i) The outlet set pressure to the Customer's meter shall be maintained under operating conditions at + 1.0% of the pressure absolute.
  - (ii) Each regulator shall be sealed in a manner that would indicate any unauthorized tampering with the outlet pressure adjustment screw.
  - (iii) All regulators and pressure compensating indexes used in fixed factor measurement shall be clearly identified.
- (e) The Company shall, at each location, provide a means of verifying the outlet set pressure initially and at periodic intervals thereafter.
- (f) The Company shall maintain records of each fixed factor installation.
- (g) The Company shall maintain a file of regulator manufacturer's data sheets covering regulator(s) in fixed factor measurement service.
- (h) No fixed factor installation shall be made where the resulting measurement error is fast, or more than 2% slow.

#### N. Termination of Service Due to Customer Request:

- (1) Upon receipt of either oral or written notification from the residential customer that the customer will not require or be responsible for the gas service as of a certain date, the Company shall notify such customer of their right to an actual meter reading. At the customer's option, the Company shall attempt an actual meter read within 48 hours of such request for termination (provided that if circumstances beyond the control of the Company make an actual reading of the meter extremely difficult, the Company shall not be required to provide an actual meter read) and render a final bill.
  - a. If the requested meter read is to be performed on a date other than the customer's regularly scheduled read, the Company may assess a Special Meter Read Fee as provided for in P.S.C. Schedule No. 88 Rule Nos. 25.B. or 26.C., Special Meter Reading Fees, however, the Special Meter Read fee will be assessed per customer, per premises. A customer that is taking both electric and gas service from the Company shall only be assessed one Special Meter Reading fee per premises.
  - b. If the customer has an advanced metering infrastructure ("AMI") meter, such customer will not be assessed the Special Meter Read fee.
- (2) Upon receipt of either oral or written notification from the non-residential customer that the customer will not require or be responsible for the gas service as of a certain date, the Company shall attempt to read the meter within 48 hours of such request for termination, render a final bill and at its option terminate the service.
- (3) In the case where the Company was unable to obtain an actual final meter reading on the requested date, the Company may estimate the customer's final billing according to the best available information. The Company shall not be required to provide a physical meter reading during a holiday or non-work day, however, the Company shall provide such meter reading on the next working day. The duration of the required notice is stated in the term clause of each service classification.

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

- O. Customer Deposit:  
(1) Deposit Requirements:

#### **Residential**

The Company may require a customer deposit from seasonal or short-term customers taking service for a term that does not exceed one year, from applicants who do not provide proof of their identity upon application for service, and from customers as a condition of receiving utility service if such customer is delinquent in payment of his or her utility bills. A customer is delinquent for the purpose of a deposit assessment if such customer:

- (a) accumulates two consecutive months of arrears without making reasonable payment, defined as one-half of the total arrears, of such charges before the time that a late payment charge would become applicable, or fails to make a reasonable payment on a bi-monthly bill within 50 days after the bill is due; provided that the Company requests such deposit within two months of such failure to pay; or
- (b) had utility service terminated for non-payment during the preceding six months.

Customers included in Rule 8.O.(1) above shall be provided a written notice, at least 20 days before the deposit is assessed, that the failure to make timely payment shall permit the Company to require a deposit from such customer. If a deposit from a customer who is delinquent by virtue of his or her failure to make a reasonable payment of arrears, is required, the Company shall permit such customer to pay the deposit in installments over a period not to exceed 12 months.

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### O. Customer Deposits: (Cont'd)

##### (1) Deposit Requirements: (Cont'd)

###### **Non-Residential**

- (a) The Company may require a customer deposit from any new customer or from an existing customer:
  - 1. who is delinquent; A customer is delinquent for the purpose of deposit assessment if two or more late payments were made within the previous 12 month period; or
  - 2. whose financial condition is such that it is likely that the customer may default in the future; provided, however, that the Company must have reliable evidence of such condition, such as reports from accepted financial reporting services, or credit reporting agencies;
  - 3. who has filed for reorganization or bankruptcy; or
  - 4. who has been rendered a backbill within the last 12 months for previously unbilled charges for service that came through tampered equipment.
  
- (b) The Company shall offer an existing customer, from whom a deposit is required under Rule 8.O, the opportunity to pay the deposit in three installments, 50% down and two monthly payments of the balance.
  
- (c) A request for a deposit or deposit increase shall be in writing and shall advise the customer:
  - 1. why the deposit is being requested;
  - 2. how the amount of the deposit was calculated;
  - 3. that the deposit is subject to later upward or downward revision based on the customer's subsequent billing history;
  - 4. that the customer may request that the Company review the account in order to assure that the deposit is not excessive;
  - 5. the circumstances under which the deposit shall be refunded;
  - 6. that the customer shall receive annual notice of the interest credited to the account;
  - 7. about the available deposit alternatives; and
  - 8. that for an existing customer from whom the deposit is being requested because of delinquency or financial condition, the deposit may be paid in three installments.
  
- (d) The Company shall issue to every customer from whom a deposit is obtained, a receipt showing the date, the account number, the amount received, the form of the payment, and shall contain a notice explaining the manner in which interest shall accrue and be paid and that the receipt is neither negotiable nor transferable.

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### O. Customer Deposit: (Cont'd)

##### (2) Deposit Calculations:

###### **Residential**

Deposits from applicants and customers may not exceed two times the estimated average monthly bill for a calendar year, except in the case of space heating customers, where deposits may not exceed twice the estimated average monthly bill for the heating season to secure payment for services actually rendered, or for the rental of fixtures, instruments and facilities actually supplied.

###### **Non-Residential**

Deposits from applicants and customers may not exceed twice the average monthly bill, except in the case of customers whose usage varies widely such as space heating or cooling customers, or certain manufacturing and industrial processors, where the deposit shall not exceed the cost of twice the average monthly usage for the peak season, except:

- (a) In the case of an existing customer who has 12 months or more of billing history, the amount of the deposit shall be based on service used during the previous 12-month period as evidenced by the billing history.
- (b) In the case of a new customer or a customer with less than 12 months of billing history, the amount of the deposit shall be based on one or more of the following, as available:
  - (1) the billing history of the customer;
  - (2) information provided in the application by the customer about the expected load and use of service;
  - (3) information contained in a load study of the premises prepared by the utility; and
  - (4) the billing history of the previous customer, provided there have been no significant changes in the load.

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### O. Customer Deposit: (Cont'd)

##### (3) Deposit Review - **Non-Residential**:

The Company shall, at the first anniversary of the receipt of the deposit and at least biennially thereafter, review the billing history of every customer who has a deposit with the Company, to assure that the amount of the deposit conforms with Rule 8.O.(3). The Company reserves the right to review the deposit at any other time at the Company's option.

- (a) If a review shows the deposit held falls short of the amount that the Company may lawfully require by 25% or more, the Company may require the payment of a corresponding additional deposit amount from the customer.
- (b) If a deposit review shows that the deposit held exceeds the amount that the Company may lawfully require by 25% or more, the Company shall refund the excess deposit to the customer in accordance with Rule 8.O.(7).

Upon request of a customer for a downward revision of the deposit, which request is substantiated both by the customer's billing history and by a permanent documented change in load and consumption, the Company shall refund any portion of the deposit in excess of the amount the Company may lawfully require in accordance with Rule 8.O.(7) of this Schedule.

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### O. Customer Deposit: (Cont'd)

##### (4) Deposit Alternatives:

The Company shall accept deposit alternatives which provide a level of security equivalent to cash, such as irrevocable bank letters of credit and surety bonds.

##### (5) Interest:

The Company shall allow to each such depositor simple interest at a rate per annum prescribed by the Commission on the amount deposited.

(a) Interest to residential customers shall be paid upon the return of the deposit, or where the deposit has been held for a period of one year, the interest shall be credited to the customer on the first billing for utility service rendered after the end of such period. If a residential customer is not delinquent in the payment of bills, during the one year period from the payment of the deposit, the deposit shall be refunded promptly without prejudice.

(b) Interest to non-residential customers shall be paid upon the return of the deposit, or where the deposit has been held for a period of one year or more, the interest shall be credited to the Customer no later than the first bill rendered after the next succeeding first day of October and at the expiration of each succeeding one year period. Interest shall be calculated on the deposit until the day it is applied as a credit to an account or the day on which a refund check is issued. If the deposit is credited in part and refunded in part, interest shall be calculated for each portion up to the day of credit and refund.

##### (6) Reserved for Future Use

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### O. Customer Deposit: (Cont'd)

##### (7) Deposit Return:

The Company has the right to require a future deposit in the event that the Customer thereafter becomes delinquent.

Each depositor, upon ceasing to be a customer, shall promptly receive a refund of his deposit and all interest thereon not theretofore refunded or credited, upon surrendering his deposit certificate (or submitting satisfactory proof of the right to receive the deposit) and upon payment of all bills for which such deposit is security.

(a) A residential customer shall promptly receive such refund of his deposit as stated herein by reason of non-delinquency for a one year period from the payment of the deposit.

(b) For Non-Residential Customers:

(i) the Company shall return a non-residential deposit or portion thereof plus the applicable interest in accordance with Section 8.O.(7) of this Schedule, as soon as reasonably possible, but no more than 30 calendar days after:

1. the day an account is closed;
2. the issuance date of the first cycle bill rendered after a three year period during which all bills were timely paid, provided there is no other basis for the Company to request a deposit under 8.O.(3)(a) of this Schedule; or
3. a review pursuant to Section 8.O.(3)(b) of this Schedule shows that deposit reduction is warranted.

(ii) A deposit or portion thereof plus the applicable interest that is subject to return under Section 8.O.(7)(a) of this Schedule:

1. shall be credited to the account it secured in the amount of any outstanding charges;

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### O. Customer Deposit: (Cont'd)

##### (7) Deposit Return: (Cont'd)

##### (b) For Non-Residential Customers: (Cont'd)

(ii) A deposit or portion thereof plus the applicable interest that is subject to return under Section 8.O.(7)(a) of this Schedule: (Cont'd)

2. may be credited to the account it secured in the amount of the next projected cycle bill, if applicable; and
3. may be credited to any other account of the Customer not secured by a deposit, in the amount of the arrears on that account.

(iii) If a balance remains after the Company has credited the customer's account(s) in accordance with Rule 8.O.(7)(b)(ii), a refund check shall be issued to the customer.

(c) Thereafter, the Company may again require a deposit as stated herein for residential customers or in the event of delinquency for a non-residential customer.

For non-residential customers delinquency is a late payment on two or more occasions within the previous 12-month period.

##### (8) Termination of Service:

A deposit shall not affect any right of the Company to terminate service to a customer.

##### (9) Residential Customers on Assistance Programs:

The Company shall not require any person it knows to be a recipient of public assistance, supplemental security income, or additional State payments to post a security deposit, nor shall it require or hold a deposit from any residential applicant it knows is 62 years of age or older unless such customer has had service terminated by the Company for non-payment of bills within the preceding six months.

PSC NO: 90 Gas  
NEW YORK STATE ELECTRIC & GAS CORPORATION  
Initial Effective Date: 04/01/14  
Effective date POSTPONED to June 1, 2014. See Supplement No. 16  
Effective date POSTPONED to July 1, 2014. See Supplement No. 17  
Effective date POSTPONED to August 1, 2014. See Supplement No. 18

Leaf : 67  
Revision: 3  
Superseding Revision: 2

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### O. Customer Deposits and Refunds: (Cont'd)

##### (10) New Applicant Deposit Complaint:

The Company will extend service to any new applicant for service who has initiated a complaint on a deposit requested by the Company and will continue to supply service during the pendency of the complaint, provided that the applicant keeps current on bills for service rendered and pays a reasonable amount as a deposit if the complaint challenges only the amount requested.

#### P. Shared Meters:

In accordance with 16 NYCRR Parts 11.30 through 11.39, and Section 52 of the Public Service Law, when a tenant's service meter also registers utility service use outside the tenant's dwelling, the tenant is not required to pay the charges for that service. The Company will establish an account billed under the applicable service classification, in the owner's name for all service registered on the shared meter after that date and will rebill for past service in accordance with 16 NYCRR Part 11.34. A customer may request a copy of the entire rules governing shared meters from the Company's office.

#### Q. Budget Billing:

##### (1) Residential:

The Company shall annually offer a budget payment plan to eligible customers. A customer may request to be billed in accordance with the following budget payment plan:

The customer's annual billing will be estimated at the applicable unit prices for estimated usage in the next twelve (12) months. Each month for twelve (12) months, commencing with the next monthly billing cycle, the Customer will be billed a "budget" amount equal to one-twelfth (1/12) of such estimated annual billing.

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### Q. Budget Billing: (Cont'd)

##### (1) Residential: (Cont'd)

During the plan year the customer's actual use will be billed regularly as provided under the applicable service classification. If at the end of the 12 months the amount of budget billing is less than that corresponding to the amount resulting from the regular billing under the applicable service classification of the customer's actual usage, then the customer shall pay the deficiency as well as the stipulated monthly budget payment for the twelfth month billing cycle. If the amount of the budget billing is greater than such regular billing, the Company will apply the excess as credit against future bills or will refund the excess paid.

In order to minimize the amount of over or under payment to be adjusted on the twelfth month bill, the Company shall, at the end of the third, sixth and ninth month, review the customer's plan balance and, based upon known and/or projected prices, adjustments, and usage, re-estimate the remaining bills.

The Company will also review the customer's plan balance if basic price, adjustment, or usage changes occur at other times during the plan year. Any of these reviews can result in mandatory revisions to the stipulated monthly payment.

A new applicant or existing customer may initially apply for budget billing at any time, in which event the Company will estimate the customer's bills for the remaining months in the plan and bill the estimated amount in equal payments through the plan settlement bill. Any difference between the amount billed and the amount that would have been billed for actual usage will be charged or credited to the budget settlement bill.

When a customer is also rendered electric service by the Company, the budget payment plan will apply to the total of both gas and electricity billings.

The actual bill for customers will be computed in accordance with the applicable service classification. The late payment charge for residential customers will be calculated at the rate of one and one-half percent (1 1/2%) per month on all amounts not paid by the past due date indicated on the bill.

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### Q. Budget Billing: (Cont'd)

##### (1) Residential: (Cont'd)

In the event of cancellation of the budget billing plan or the discontinuance of service, any deficiency will then become due, or if there is an excess, it will be applied to future bills or refunded by the Company.

If the customer should fail to make the stipulated monthly payment on or before the past due date indicated on the bill, this plan may be cancelled and the customer billed in accordance with the applicable service classification. Bills paid after the past due date will be subject to a late payment charge.

##### (2) Non-Residential:

###### (a) Eligibility:

The Company will offer a budget billing plan to all non-residential customers except:

- (i) Customers who have less than twelve months of billing history at the premises;
- (ii) seasonal, short-term or temporary customers;

A "short-term or temporary customer" as used here is a customer who requested service for a period of time up to two years.

- (iii) customers who have arrears;
- (iv) interruptible, temperature-controlled, or dual-fuel customers;
- (v) customers who, for any reason, ceased being billed on a previous budget billing plan before the end of the plan year in the past twenty-four (24) months; or
- (vi) customers whose pattern of consumption is not sufficiently predictable to be estimated on an annual basis with any reasonable degree of certainty.

The Company may only remove a customer from its budget billing plan if the customer becomes ineligible under Rule 8.Q.(2)(a) of this Schedule, provided that the Company has given the customer an opportunity to become current in payment. If delinquency is the cause of the customer's ineligibility, such opportunity need only be given once in any twelve-month period.

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### Q. Budget Billing: (Cont'd)

##### (2) Non-Residential: (Cont'd)

##### (b) Budget billing plan will:

- (i) establish an eligible customer's monthly or bi-monthly budget billing amount which will take into consideration the best available relevant factors including the Company's standard estimation factors, projected prices, fuel adjustment charges and taxes;
- (ii) compare the actual cost of service rendered, as determined by actual meter readings and any price increases or decreases, to the budget billing amount, and for adjusting upwards or downwards the budget billing amount to minimize the adjustment required on the final settlement bill, which comparison will be done not less than two nor more than four times annually, and at the end of the plan year;
- (iii) identify the total of the budget billing amounts billed and the total of the actual dollar value of the consumption used during the period covered by the current bill;
- (iv) provide a final budget settlement bill that will be rendered at the end of the plan year or when the customer requests removal from the budget billing plan or when the Company removes the customer from the budget billing plan which:
  1. sets forth a reconciliation between the total budget billing amount billed, the cost of service actually used and the amounts paid during the plan period; and
  2. if payment was received in excess of the cost of service actually used during the plan period, will advise the customer of the Company's policy regarding return of the excess payment. Excess payment may be credited to the customer's account or upon request refunded by check within 30 calendar days of the rendering of the final budget settlement bill.

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### Q. Budget Billing: (Cont'd)

##### (2) Non-Residential: (Cont'd)

##### (b) Budget billing plan shall: (Cont'd)

- (v) when the budget billing amount is revised, provide the customer with a general description of such revised calculation, and a telephone number to be called for a more detailed explanation of the revision; and
- (vi) limit enrollment in the plan to a time of year when the customer shall not be subject to undue disadvantage.

##### (c) Removal from Budget Billing Plan:

- (i) A customer may request that the Company remove the customer from the budget billing plan and reinstate regular billing at any time. Within ten business days of the request, the Company shall issue either a final budget settlement bill or the next cycle bill with any necessary adjustments.
- (ii) The Company may only remove a customer from its budget billing plan if the customer becomes ineligible under Section 8.Q.(2)(a) of this Schedule, provided that the Company has given the Customer an opportunity to become current in payment. If delinquency is the cause of the customer's ineligibility, such opportunity need only be given once in any 12-month period.

#### R. Service Guarantee for Missed Appointments

The Company guarantees to keep service appointments made at the customer's request. If the Company does not keep an appointment within the timeframe agreed upon, a credit shall be applied to the customer's next bill. The credit shall be \$35.00.

Service guarantees do not apply to appointments made for the same day the customer requests service or if events beyond the Company's control, such as severe weather, prevent the Company from performing as planned.

#### S. Metered

The extent of the customer's use of the Company's service shall be determined by the readings of the meters installed by the Company.

#### T. Cessation of Service

Cessation of service means that the taking of all service by the customer at a given locality shall entirely cease for not less than 30 days. The term as defined in each service classification is applicable to each customer, but a change of location does not constitute a discontinuance of service for the purpose of determining the length of time during which customer has taken service.

## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### U. Historic Meter Read and Billed History Data

Data shall be provided to Customers and their designees as described below.

Meter read and billed history data shall be provided only at the written or verbal request of the customer offering reasonable proof that the requesting party is the customer of record or premise owner. Premise owners providing reasonable proof of identification, who are not the current customers of record, may obtain history only of premises that they own. Supplied historical meter read or billed history shall be limited by the extent the historical data is available.

The Company shall disclose a customer's meter read or billed history data to a Customer's designee only upon receipt of a signed document from the designee and with the written consent of the customer. All historical customer information obtained by the designee from the Company must be kept confidential and cannot be disclosed to others unless otherwise authorized by the customer. This information shall include account numbers and service addresses.

The following fees shall be charged to fulfill any individual request for meter read data, billed history, or both simultaneously, for a single Customer service point:

- (1) No fee for the most recent 24 months of data, or for the life of the account if less than 24 months.
- (2) \$15.00 in total for each request beyond the most recent 24 months of data, up to and including six years of available data.

The fees detailed in this paragraph shall be payable by the requestor.

Historical meter read data shall include: account number, premise address, tax district, meter multiplier, service point identifier, meter number, read date, meter reading, consumption, as applicable, for each billed period, and type of meter read (company, customer, or estimated).

Class average profiles and actual load shapes for Customers with interval meters shall also be supplied.

Billed history shall include: account number, premise address, billed dates, billed meter reads, consumption billed as measured in Mcfs or Ccfs, type of meter read (company, customer or estimate), and total dollar amount billed for each billed period.

#### V. Length of Term

The term shall begin on the date service is made available and shall continue until service is discontinued as provided in applicable Service Classifications.

#### W. Billing Information for Potential Residential Rental Customers

Upon written request from a prospective tenant or lessee, the Company will provide, at no cost, the total gas charges incurred at the prospective residential rental premises for the life of the premises, or the preceding two-year period, whichever is shorter. Prior to the commencement of the tenancy or execution of a lease, the Company will provide such information to the landlord or lessor and to the prospective tenant, or other authorized person, within 10 days of receipt of the written request.

#### X. Policies Related to Widespread Prolonged Outages

##### 1. Definitions:

- a. "Widespread Prolonged Outage": a gas outage event impacting at least 1,500 customers at the same time and having one or more customers who remain without service for 72 hours or more, unless the Company is denied access to inspect and relight those services prior to the 72-hour mark.
- b. "Subsequent 24-Hour Period": Each full consecutive 24-hour period beginning after the lapse of the initial 72 hours following the start of the outage.

GENERAL INFORMATION

**8. BILLING AND COLLECTIONS: (CONT'D)**

X. Policies Related to Widespread Prolonged Outages (Cont'd)

1. Definitions: (Cont'd)

- a. "Proof of Loss": verifiable proof of perishable food and/or prescription medication spoilage. To verify spoilage, the customer must provide an itemized list of perishable foods and/or prescription medication and a depiction (photographic evidence) of food and/or prescription medication spoilage. To determine the reimbursement amount of an impacted customer's food and/or prescription medication spoilage, the customer must provide itemized receipts, itemized cash register receipts, itemized credit card receipts, or photographs of replacement goods that also indicate the price of the item, or other verifiable documentation of the market value of the item, or, in appropriate circumstances, an interview with the claimant.
  - b. "Reimbursement": Monetary reimbursement in the form of a check.
2. If a Widespread Prolonged Outage occurs, the Company shall apply a \$25 bill credit to the account of an affected residential customer taking service under P.S.C. No. 87 - Service Classification Nos. 1, 11, or P.S.C. No. 88 – Service Classification Nos. 13, or 19 for each full Subsequent 24-Hour Period following the initial 72 hours that a customer is without gas service.
    - a. A residential customer that remains without gas service for more than 72 hours solely due to an issue with customer-owned equipment or if the Company is denied access to inspect and relight those services prior to the 72-hour mark is not eligible for the above-mentioned \$25 bill credit.
  3. A residential customer served under P.S.C. No. 87 - Service Classification Nos. 1, 11, or P.S.C. No. 88 – Service Classification Nos. 13, or 19 that experiences a Widespread Prolonged Outage may be eligible for reimbursement for spoiled food and or refrigerated medication.
    - a. Eligible customers shall provide an itemized list of food spoiled or Proof of Loss within 14 days after the 72<sup>nd</sup> hour of a Widespread Prolonged Outage. The Company shall provide reimbursement within 30 days of the receipt of the itemized list or Proof of Loss except during the pendency of the Company's petition for a waiver under Public Service Law 73(3).
      - i. The amount of reimbursement shall not exceed a total of \$235 for customers who provide an itemized list. The amount of reimbursement for customers who provide Proof of Loss shall not exceed \$540.
      - ii. The amount of reimbursement for spoiled refrigerated medication shall not exceed the actual loss of perishable prescription medication.
  4. A non-residential gas customer that uses less than or equal to 750 dekatherms per year that experiences a Widespread Prolonged Outage may be eligible for reimbursement for spoiled food. A non-residential customer taking Interruptible service under P.S.C. No. 87 or PSC No. 88 is not eligible for reimbursement for spoiled food.
    - a. Eligible customers shall provide Proof of Loss within 14 days after the 72<sup>nd</sup> hour of a Widespread Prolonged Outage.
    - b. The Company shall provide reimbursement within 30 days of the receipt of Proof of Loss except during the pendency of the Company's petition for a waiver under Public Service Law 73(3). The amount of reimbursement shall not exceed \$540.
  5. Not later than 14 calendar days after the 72<sup>nd</sup> hour of a Widespread Prolonged Outage, the Company may petition the Commission for a waiver of the requirements of this section.

**9. SUBMETERING OF GAS SERVICE:**

A. Residential Service:

Gas service shall not be supplied under any of the Company's service classifications for resale, remetering (or submetering), or other redistribution to tenants or occupants, except that any customer may furnish gas for the use of their tenants or occupants, provided that the customer shall not resell, make a specific charge for, or remeter (or submeter) or measure any of the gas so redistributed or furnished.