

PSC NO: 119 ELECTRICITY  
NEW YORK STATE ELECTRIC & GAS CORPORATION  
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**P.S.C. No. 119 – ELECTRICITY  
SUPERSEDING P.S.C. No. 90**

**NEW YORK STATE ELECTRIC & GAS CORPORATION**

**RULES, REGULATIONS AND GENERAL INFORMATION**

**SCHEDULE**

**FOR**

**ELECTRIC SERVICE**

**Applicable**

**in**

**All territory served by this Corporation and  
in all rate schedules except as otherwise  
provided in individual rate schedules**

Issued By: James A. Lahtinen, Vice President, Rates & Regulatory Economics, Binghamton, New York

## TABLE OF CONTENTS

GENERAL INFORMATION	LEAF NO.
1. Territory to Which Schedule Applies	5
2. How Service May be Obtained	5
A. Applicant Adjacent to Existing Lines	5
B. Extension of Facilities	6
(1) Facilities Within Highway or Private Right-of-Way	6
(2) Company Obligation	6
(3) Obligations of All Applicants	7
(4) Additional Obligations of Residing Applicants	9
(5) Additional Obligations of Non-Residing Applicants	12
(6) Underground Allowance for Provision of Service	13
(7) Overhead Allowances for Provision of Service	14
C. Underground Extension for New Residential Subdivisions	15
(1) Right-of-Way	15
(2) Application and Installation	15
(3) Service Connection	16
(4) Excessive Costs	16
(5) Connection to Supply System	17
(6) Contributions (Deposit Info)	17
(7) Cooperation	17
(8) Applicant Trenching in Subdivision	17
(9) Exceptions to the General Rule	18
D. Application of Other Extension Plans	21
E. Seasonal Service	21
F. Unusual Conditions and Increased Loads	21
G. Temporary Service	21
H. Standby: Auxiliary or Breakdown Service	22
I. Application for Service	23
J. Inspection	43
K. Minimum Insulation Standards for the Provision of Electric	43
3. Service Connections/Meter	51
A. General	51
B. Outdoor Meters	53
C. Company Property/Meters	54
D. Changes in Customer's Equipment	54
E. Inspection and Examination of Company and Customer-owned Apparatus	55
F. Right of Way	56
G. Historic Meter Read and Billed History Data	56
H. Billing Information for Potential Residential Rental Customers	56.1

## TABLE OF CONTENTS

GENERAL INFORMATION	LEAF NO.
3. Service Connections/Meters (Cont'd.)	
I. Meter Reading	57
J. Change of Service Connection Location	57
K. Metering of Multiple Dwelling Units	57
L. Motor Starting Currents	58
4. Billing and Collections	58
A. When Bills Are Due	58
B. Late Payment Charge	58
C. Rendition and Payment	59
D. Billing Period	60
E. Termination of Service	61
F. Complaint Procedures	70
G. Deferred Payment Agreement (DPA/EDPA)	70
H. Reconnection of Service	79
I. Meter Reading and Estimated Bills	81
J. Backbilling	87
K. Plurality of Services	90
L. Customer Deposit	91
M. Termination of Service Due to Customer Request	97
N. Cessation of Service	97
O. Shared Meters	97
P. Budget Billing	98
Q. Service Guarantee for Missed Appointments	101
R. Metered	101
S. Consumer Policies Related to Prolonged Outages	101
T. Length of Term	101
5. Liability	102
A. Continuity of Service	102
B. Customer's Equipment	102
C. Company Equipment	102
D. Improper Turn Off	102
6. Charges for Special Services	103
A. Minor Work	103
B. Other Work	103
C. Cost	103
7. Compliance with Directives of the New York Independent System Operator ("NYISO")	105
8. Compliance with Discontinuance Directives from the New York State Department of Transportation (DOT)	105

ISSUED BY: Jeremy Euto, Vice President – Regulatory, Binghamton, New York

## TABLE OF CONTENTS

GENERAL INFORMATION	LEAF NO.
9. Distributed Energy Resource (DER) Interconnection Requirements	106
A. Definitions	106
B. Queue Management	106
C. Payment	107
D. Cost Sharing Mechanisms	107
E. Payment	109
F. Allocation of Unrecovered Costs	109
10. Interest on Customer Overpayments	150
11. Pole Attachment Annual Rental Rate	150
12. New York State Energy Research and Development Authority (NYSERDA) Loan Installment Program	150.1
13. Low Income Program	
14. Glossary	151

ISSUED BY: Jeremy Euto, Vice President – Regulatory, Binghamton, New York

## GENERAL INFORMATION

### 1. Territory to Which Schedule Applies:

These rules and regulations are applicable to all schedules for electric service issued or adopted by the New York State Electric & Gas Corporation (Company), except as otherwise provided in individual rate schedules. Detailed statements of the territory to which this schedule applies appear in each rate schedule so far as the territory covered by the particular rate schedule is concerned.

### 2. How Service May be Obtained:

Any applicant can obtain electric service by making application at any office of the Company or with any of its duly authorized representatives, and by complying with all other requirements of the schedules for electric service of the Company and with the appropriate terms and provisions affecting compensation for service rendered.

The provisions of the Company for extension of facilities as contained in this section are guided by and in compliance with applicable rules and regulations of the New York State Public Service Commission.

Unless the context otherwise requires, the terms utilized in this tariff are defined in the Glossary, contained in Section 14.

#### A. Applicant Adjacent to Existing Lines:

Any applicant whose premises can be served from suitable existing distribution lines of the Company can obtain electric service by making an application at any office of the Company or with any of its duly authorized representatives, and by complying with all other requirements of the schedules for electric service of the Company and with the same terms and provisions affecting compensation for service which are applicable to the other customers served from the existing line. Subject to any other provision of this tariff, the Company shall extend, at no cost to the residential applicant, up to a combined total of 100 feet of overhead distribution and/or service line, or the cost equivalent, to the point of attachment to the applicant's structure, as determined by the Company. Where more than a combined total of 100 feet of overhead distribution and/or service line(s) is required on private property, the customer can arrange with the Company or a contractor for such installation. If the Company constructs such excess service lateral, it shall charge for same at the rate of the reasonable per foot cost for the entire installation. The Company shall only construct such a line where accessibility, as determined by the Company, is adequate.

## GENERAL INFORMATION

2. How Service May Be Obtained: (Cont'd)

B. Extension of Facilities:

(1) Facilities within Highway or Private Right-of-Way

Subject to the provisions of 16NYCRR Parts 98, 99 and 100, the Company shall furnish, place, construct, operate, maintain and when necessary replace at its own cost and expense all electric distribution lines, service connections and other facilities within the territorial limits of any street, avenue, road or way that is for any highway purpose under the jurisdiction of the legislative body of any city, town, village, county or the State of New York, or on a private right-of-way when the Company elects to use such a route in lieu of construction within such limits, used by the Company for supplying electricity to its customers. In the case where facilities are damaged, destroyed, caused to be replaced or reconstructed by an act or omission of any customer, person, corporation or other entity, the Company may recover its costs and expenses for such replacement or reconstruction from the party responsible for such act or omission.

(2) Company Obligation:

When a written request for electric service is made to the Company by an applicant whose property abuts on or has access to, any public right-of-way (other than a controlled access highway) in which the governmental authority having jurisdiction shall permit the Company to install and maintain facilities, the Company shall:

- (a) render the service requested in accordance with the provisions of this tariff;
- (b) furnish, place, construct, operate, maintain, and (when determined to be necessary by the Company or the Commission) reconstruct, or replace all electric facilities within public right-of-way and other right-of-way when the Company elects to use such right-of-way in lieu of constructing facilities within public right-of-way, at its own cost and expense, subject to the provisions of this tariff which cost and expense shall include the amounts paid to governmental authorities for permits to do the work required and any additional amounts paid for the right(s) to make such elective use of other rights-of-ways;
- (c) maintain, repair, and if necessary replace a service line, at its own expense, if the Company installed it and if installed by the customer, only to the extent that the Company contributed toward the installation of the service line, provided that any necessary easements are provided by the applicant or customer. The Company shall maintain applicant installed distribution facilities beyond the public right-of-way to the extent required by 16 NYCRR Parts 98.4 and 98.5;
- (d) grant the appropriate footage allowance as required by Rules 2.B.(6) and 2.B.(7) of this tariff; and

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

## GENERAL INFORMATION

2. How Service May Be Obtained: (Cont'd.)

B. Extension of Facilities: (Cont'd.)

(3) Obligations of all Applicants:

Whenever an applicant, owner or occupant whose property abuts on any street, avenue, road or way upon which there is no electric line appropriate to the service requested for said property, makes a written application to the Company for service, the Company shall furnish, place and construct such lines to serve said property (either by using Company employees or contractors or, at the customer's option in the case only of overhead line extensions and under the conditions stated in 2.B.(3)(b)(ii), by permitting customers to hire contractors to do the work) provided that the applicant:

- (a) has first provided reasonable assurance to the Company that the use for which the service is requested shall be permanent;
- (b)
  - (i) has paid, or agreed in writing to pay, all costs (including materials, installation costs and the associated overhead costs based on average historical costs) relating to any portion of the distribution line, service line and appurtenant facilities, (other than Account 368 "Transformers" or Account 370 "Meters"), that exceed the portion that the Company shall provide without a contribution from the applicant as stated in 2.B.(6) and 2.B.(7). The costs (to be paid the Company in a lump sum or as a 10-year surcharge payment as further described in this Tariff) shall be determined based on the Company's Engineering estimate for each individual case; OR,
  - (ii) has elected to arrange with a private contractor for the construction of any portion of the overhead distribution line or service line that exceeds the portion that the Company shall provide without a contribution from the applicant, as stated in Rules 2.(B).7(a) and (b). This option is only available to the extent consistent with any governmental prohibitions or limitations on work by private contractors within the public right of way. Where such arrangements are made:
    - applicants shall be required to pay the Company an Engineering Fee based on field engineering and inspection costs experienced by the Company, and must agree to ensure that the contractor's work meets all standards specified by the Company;

## GENERAL INFORMATION

2. How Service May Be Obtained: (Cont'd.)

B. Extension of Facilities: (Cont'd.)

(3) Obligations of all Applicants: (Cont'd.)  
(b) (Cont'd)

- The Company shall assume ownership and responsibility for the Distribution Line and right of way upon verification that the completed line meets required standards and is placed in service, and the Company shall thereafter maintain the line as if it were constructed by the Company or its contractors. Placed in service is to mean connected to the Company's existing facilities by the Company;
- if additional applicants request service off the distribution line within 10 years of its construction, excess line allowances shall be recalculated as described in Rules 2.B.(4)(d)(i) and 2.B.(4)(f). Any prorated refund shall be at the lesser of the customer's actual, invoiced construction cost or the Company's average experienced construction costs;
- at the Company's discretion it shall construct the applicant's distribution line allowance (500' single phase or 300' three phase) or reimburse the applicant for the applicable allowance at the lower of the applicants' invoiced construction costs or the Company's actual experienced costs.

(c) has either:

- (i) delivered to the Company, free from cost, any necessary easements or rights-of-way; or,
- (ii) paid, or agreed in writing to pay, any charge relating to the Company's acquisition of the necessary easement or rights-of-way. The applicant must indicate to the Company, in writing, that they have been unable to obtain such easement or rights-of-way; and

(d) has furnished reasonable security, based on the estimated construction costs of the portion of the line extension in excess of what the Company provides without charge, if so required by the Company.

Issued in compliance with Order in Case 15-E-0283, dated June 15, 2016.

## GENERAL INFORMATION

### 2. How Service May Be Obtained: (Cont'd.)

#### B. Extension of Facilities (Cont'd.)

##### (4) Additional Obligations of Residing Applicants:

Before service is provided, a residing applicant shall comply with the "Obligation of all Applicants" and in addition shall comply with the following requirements:

- (a) Signed, or agreed to all the provisions on, the Application for Electric Service, a form of which is provided in Rule 2.I.; and
- (b) Agreed to pay the Company the rates charged like customers; and,
- (c) Paid, or agreed to pay the Company for the installation costs and expenses of any distribution lines, service lines, right-of-way and appurtenant facilities, in excess of any allowances under this Rule, prior to the commencement of construction. The costs and expenses for each applicant shall be determined as follows:
  - (i) Service Lines - the costs and expenses for all facilities in excess of any allowances provided under Rule 2.B.(6).
  - (ii) Distribution Lines - the costs and expenses for all facilities in excess of any allowances provided under Rule 2.B.(6) for any distribution line required exclusively to provide service to the applicant's property and a pro rata portion of the costs and expenses for all facilities in excess of any allowances provided under Rule 2.B.(6) for any portion of the distribution line that provides service to more than one applicant's or customer's property. The pro rata portion shall be calculated as follows: each applicant shall be provided a distribution footage allowance of up to the distribution footage allowance under Rule 2.B.(6) as required for each customer property to be served. Each individual applicant's distribution allowances shall then be totaled to determine the aggregate footage allowance for the distribution line. If an applicant is taking service within this aggregate footage allowance section of distribution provided without cost, then the applicant shall not be required to pay for distribution costs. For any sections of distribution beyond the aggregate distribution footage allowances, each applicant of the section beyond the aggregate footage allowances shall pay for that portion of the costs and expenses for that distribution section divided by the number of customers served by that distribution section. If, within 10 years from the date that the extension went into service, any new customer is added to the extension any allowances provided to such an applicant shall be first applied to the existing extension and, if the extension branches or diverges from the existing extension, then and thereafter to the new or additional distribution extension.
- (d) A residing applicant may elect to either:
  - (i) Pay a lump sum payment for the costs and expenses of such facilities. If, within ten years from the date that the extension went into service, either (1) any new customer is added to the extension the payment amounts shall be recalculated and the applicant that paid a lump sum payment shall receive a prorata refund, without interest, for the cost of that additional portion of distribution lines that the applicant would have received without contribution or (2) the total revenue from all customers served by the distribution extension exceeds 1.5 times the Company's costs and expenses in each of any two consecutive calendar years, the applicant shall receive a prorated refund, without interest, of the lump sum payment based upon the number of years which elapsed before the revenue test was met; or

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

## GENERAL INFORMATION

### 2. How Service May Be Obtained: (Cont'd.)

#### B. Extension of Facilities: (Cont'd.)

##### (4) Additional Obligations of Residing Applicants: (Cont'd.)

(d) A residing applicant may elect to either: (Cont'd)

(ii) Pay a monthly payment for such facilities. The surcharge shall be applicable for 10 years, and billed in monthly installments by the Company as set forth below. When any new customer is added to the extension, the surcharge shall be recalculated and the payment amount adjusted for the remaining years. However, the interest factor shall remain constant for the life of the surcharge.

(iii) The monthly payment shall be calculated as follows:

$$\text{Monthly payment} = L \times R$$

where:

$L$  = Total cost of excess facilities, including appropriate Right-of-Way costs if requested by the customer, less down payment.

$$R = \text{Monthly capital recovery factor} = I \div (1 - \{1+I\}^{-120})$$

$$I = C \div 12$$

$C$  = Company's weighted pre-tax cost of capital as established in its most recent rate proceeding.

Note: If the initial amount of excess construction charges is less than \$1,000, the applicant must make a lump sum payment as specified in Rule 2.B.(3)(c)(i).

(iv) At any time, the applicant may make a lump sum payment of the outstanding principal balance. Such lump sum payment shall be subject to refund for the remaining term of the original 10-year agreement as customers are added to the excess line extension.

(v) Any applicant who may be served within the distance of the aggregate free allowance shall incur no cost for the distribution line.

(vi) The remainder of any unpaid installment charges shall be collectible from any subsequent owner of the premises served provided the original surcharge agreement contains the bold face notice: **"THE APPLICANT IS REQUIRED TO INFORM A PROSPECTIVE OWNER OF SUCH OBLIGATION."**

(e) Within 10 years from the commencement of service any new applicants taking service from excess cost distribution lines are subject to either a lump sum payment or a monthly payment based on a 10-year plan. Such adjusted payment shall be recalculated in accordance with Rule 2.B.(4)(c) and (f).

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

## GENERAL INFORMATION

2. How Service May Be Obtained: (Cont'd.)

B. Extension of Facilities (Cont'd.)

(4) Additional Obligations of Residing Applicants: (Cont'd.)

(f) Line extension costs shall cease or be adjusted as follows:

- (i) If within 10 years of the commencement of service more than one applicant is served from such distribution line, each applicant shall bear a portion of the distribution line cost prorated based upon the applicant's distance along the extension. After 10 years from the commencement of service from such distribution line extension, applicants requesting service from that extension shall not be subject to excess line extension costs.
- (ii) Within 10 years of the commencement of service from such distribution line, whenever the aggregate entitlement (combined total of each individual's actual free allowance which shall be the applicant's actual required footage up to 500 feet) of the customers then served from the line equals or exceeds its length, the charge for excess distribution line extension shall terminate to all customers served from such distribution line.
- (iii) Each applicant's share of the costs for distribution line beyond the aggregate free allowances shall be the prorated share of the costs and expenses for the section of distribution line required to serve that customer. No applicant/customer shall be responsible for any of the cost of distribution line footage which extends beyond the point on the distribution line from which the applicant/customer receives service.
- (iv) Charges for the excess distribution line extension shall cease, whenever the total revenue from all customers served from the associated distribution line extension exceeds 1.5 times the actual capital cost of such extension for each of any two consecutive calendar years occurring within 10 years from the date the first customer took service. Where a customer has made a lump sum payment, an appropriate prorated refund shall be made based on the number of years the line has been available for service prior to the revenue test being satisfied.
- (v) No excess distribution line extension charges shall be imposed if the Company estimates that the total revenue to be received from all customers served from the associated distribution line extension shall exceed 1.5 times the actual capital cost of such extension for each of any two consecutive calendar years occurring within 10 years from the date the first customer takes service from that extension.

## GENERAL INFORMATION

2. How Service May Be Obtained: (Cont'd.)

B. Extension of Facilities: (Cont'd.)

(5) Additional Obligations of Non-Residing Applicants:

Before service is provided a non-residing applicant shall comply with the requirements required of the applicants (Rule 2.B.(3)) and in addition shall have:

- (a) cleared any right-of-way conveyed to the utility of tree stumps, brush and other obstructions and graded such right-of-way to within six inches of final grade at no charge to the Company where electric distribution lines, service lines, or appurtenant facilities are required to be installed underground or shall be placed underground at the request of the applicant,
- (b) provided a survey map certified by a licensed professional engineer or land surveyor and certified to as final by the applicant, showing the location of each dwelling (if known), lot, sidewalk and roadway.
- (c) placed and agreed to continue to maintain survey stakes indicating grade and property lines,
- (d) furnished to the Company or agreed to furnish a map showing the location of all existing and proposed underground facilities, as soon as the location of such facilities is known, and prior to commencement of construction by the Company,
- (e) agreed to maintain the required clearance and grading during construction by the Company,
- (f) if required by the Company, paid contributions and deposits in accordance with Rule 2.C.(6).

**GENERAL INFORMATION**

2. How Service May Be Obtained: (Cont'd.)

B. Extension of Facilities (Cont'd.)

(6) Underground Allowances for Provision of Service:

(a) Allowance for Required Residential Underground Service:

Where the Company is required, by the Commission or a governmental authority having jurisdiction to do so, to provide residential underground service, the cost and expense which the Company must bear, except as otherwise provided in this tariff, shall include all costs for up to a total equivalent of 100 feet of underground electric facilities (including supply line, distribution line, and service line) per dwelling unit served, measured from the Company's existing overhead electric system (from the connection point on the bottom of the riser pole for overhead to underground connections) to each applicant's meter or point of attachment with respect to each residential building. Where the application is for service to a multiple occupancy building, the Company shall bear the material and installation cost for up to 100 feet of underground line times the average number of residential dwelling units per floor.

(i) Agreed to maintain the required clearance and grading during construction by the Company.

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

## GENERAL INFORMATION

2. How Service May Be Obtained: (Cont'd.)

B. Extension of Facilities (Cont'd.)

(6) Underground Allowances for Provision of Service: (Cont'd.)

(b) Allowance for Non-Mandatory Residential Underground Service:

Where an applicant requests a residential underground service line in situations other than those described in (a), the cost and expense which the Company must bear shall include the material and installation costs equivalent to those relating to the length of overhead service line which the applicant would otherwise be entitled under Rule 2.B.(7)(a) measured from the Company's existing electric system (from the connection point on the bottom of the riser pole for overhead to underground connections) to each applicant's meter or point of attachment with respect to each residential building.

(c) Allowance for Residential and Nonresidential Underground Service elected by the Company:

Where the Company chooses to provide residential or nonresidential underground service, the cost and expense which the Company must bear shall include the material and installation costs relating to the necessary Company facilities that exceed the amount which the applicant would be required to pay if such facilities were installed overhead.

(d) Provision of Mandatory or Non-Mandatory Nonresidential Underground Service:

Where requested to provide a nonresidential underground service to an applicant, or where a governmental authority having jurisdiction to do so requires undergrounding, the cost and expense which the Company must bear shall include the material and installation costs equivalent to those relating to the provision of nonresidential overhead service to which the applicant would otherwise be entitled under Rule 2.B.(7)(b).

(7) Overhead Allowances for Provision of Service:

(a) Allowance for Residential Overhead Service.

Where the Company is permitted to provide residential overhead service, the cost and expense which the Company must bear shall be equal to the material and installation costs for up to 500 feet of single phase overhead distribution line and up to 100 feet of service line.

(b) Allowance for Nonresidential Overhead Service.

Where permitted to provide nonresidential overhead service, the cost and expense which the Company must bear shall be equal to the material and installation costs for up to 500 or 300 feet of overhead distribution line, for single-phase and three-phase service, respectively.

(c) Allowance for a Combination of Overhead and Underground Service.

The costs and expenses the Company must bear shall be equal to the material and installation costs equivalent to those allowances contained in Rule 2.B.(7)(a) or Rule 2.B.(7)(b), respectively.

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

## GENERAL INFORMATION

### 2. How Service May Be Obtained: (Cont'd.)

#### C. Underground Extensions for New Residential Subdivisions:

##### (1) Right-of-Way:

An applicant for service requiring the extension of underground lines shall execute and deliver to the Company free from cost, and in reasonable time to meet service requirements, permanent easements or rights-of-way in accordance with the policies stated in Sections 2.B.(3) and 2.B.(5) of this tariff.

##### (2) Application and Installation:

For purposes of this Rule 2.C., a subdivision is a tract of land divided into five or more lots for the construction of new buildings, or the land on which new multiple-occupancy buildings are to be constructed, the development of either of which has been approved or was required to have been approved by the governmental authorities having jurisdiction over land use.

Any distribution line, service line and appurtenant facilities necessary to furnish permanent electric service to one or more new multiple-occupancy buildings containing four or more individual dwelling units, and any such facilities necessary to furnish permanent electric service within a residential subdivision in which it is planned to build five or more new residential buildings, and upon compliance by the applicant with the requirements of this Rule, shall be installed underground in accordance with the provisions contained herein:

- (a) if the residential subdivision shall require no more than 200 trench feet of facilities per dwelling unit planned within the subdivision; or,
- (b) if the developer of the residential subdivision applies for underground service; or,
- (c) if underground service is required by a municipal ordinance, or other governmental authority having control of the land use.

Upon receipt of written application, the Company shall inform the telephone and CATV companies that service the area in which the residential subdivision is located, of the receipt of such application. Upon compliance by the applicant with the requirements of these rules, the Company shall install underground electric distribution lines with sufficient capacity and of suitable material which, in its judgment, shall assure that the applicant shall receive safe and adequate electric service. The applicant shall provide the Company sufficient building design and electric load information to facilitate the Company's electrical design and adequate space for facility installation. Such installation shall be made at a time appropriate to render service as determined by the Company, but the Company shall not delay construction after a timely application is received so that the applicant shall be delayed in the sale or other disposal of the buildings or lots, except where such delay is caused by strikes, fire, flood, inclement weather, unavailability of materials, civil disorders, or other conditions beyond the control of the Company. No overhead circuits, including street lighting circuits shall thereafter be installed by the Company within a residential subdivision having underground distribution lines.

Under certain conditions as set forth in Rule 2.C.(9), the Company may install overhead distribution lines in new subdivisions.

##### (1) Pre-conditions

Prior to construction, the applicant shall:

- (a) Execute the Application for Underground Residential Distribution System and Comply with any applicable provisions of Rule 2.

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

## GENERAL INFORMATION

### 2. How Service May Be Obtained: (Cont'd.)

#### C. Underground Extensions for New Residential Subdivisions: (Cont'd.)

##### (3) Service Connection:

The Company shall designate the service connection point to a building or to a multiple occupancy building and the point at which the service lateral shall connect to the Company's electric distribution lines or equipment. Each service lateral within the lot line and running to each building shall be installed by the applicant in accordance with the Company's specifications.

##### (4) Excessive Costs:

If the Company receives an application for underground service and the estimated per foot cost of installation for the subdivision is greater than two times the charge per foot filed with the Public Service Commission, the Company or applicant may petition the Public Service Commission to allow overhead service. The petition shall set forth the relevant economic, engineering, or environmental factors. If the necessary facilities are proposed to be in a VSR, the procedures set forth in 16 NYCRR Part 99.2 shall apply. If the residential subdivision is located within the Adirondack Park, the utility shall send a copy of the petition to the Adirondack Park Agency.

##### (5) Connection to Supply System

The connection from the existing electric distribution system to the underground distribution lines installed within the applicant's subdivision shall be made by the Company.

Allowances, as stated in 2.B.(6)(a), shall be applied to the distribution line within the subdivision and service lines in the subdivision, in that order, unless a governmental requirement mandates the supply line to be placed underground, in which case such allowances shall be applied to the supply line first. Any underground line extension requirements to provide service to the applicant, that exceed the designated allowances, shall be constructed by the Company, but shall require a contribution by the applicant.

Where any part of the supply line, in excess of that portion included in the Company's allowance, is to be placed overhead, an applicant must submit a written application to the Company at least 75 days prior to the projected commencement of the construction of the supply line. The Company must report such projected construction to the Commission no later than 45 days before such construction is commenced. The Commission reserves the right to require the underground installation of particular lines, on the basis of the relevant economic, engineering, or environmental factors.

In the event the Company either intends, at its own discretion, or is required pursuant to this tariff to place underground connecting supply lines between an existing electric system and the underground distribution lines installed within an applicant's residential subdivision, the Company shall inform the telephone company and cable television company serving the area in which the residential subdivision is located. If a new common access route from the existing electric system to the residential subdivision shall be used, the connecting supply lines of the utility and the telephone company and cable television company shall be placed underground.

If a governmental authority having jurisdiction to require undergrounding, has required that underground facilities be installed, the Company shall furnish and construct, when necessary, an amount of underground supply circuit from the boundary line of the subdivision to the Company's existing distribution system. The "supply line" shall be charged by actual costs as specified in the URD Statement at the end of this Schedule (P.S.C. No. 119 – Electricity).

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

## GENERAL INFORMATION

2. How Service May Be Obtained: (Cont'd.)

C. Underground Extensions for New Residential Subdivisions: (Cont'd.)

(6) Contributions (Deposit info)

Where the installation of electric facilities is required to serve a residential subdivision or approved section thereof or to serve a multiple occupancy building, a deposit subject to complete or partial refund shall be required.

The Company shall accept from a non-residing applicant, before construction is begun, a deposit equal to the Company's portion of the total estimated cost of construction. This deposit is in addition to the applicant's payment of its share of costs for installation. The deposit shall be refunded to the applicant, with interest (at the consumer deposit rate), at the rate of up to 100 feet per dwelling unit or the actual footage required per dwelling unit based upon the original subdivision plan, whichever is lower, as meters are set for each dwelling unit. The total amount refunded shall not exceed the total original deposit. However, any portion of the deposit remaining unrefunded five years from the date the Company is first ready to render service from the underground electric distribution lines, shall be retained by the Company. Upon mutual agreement of both the Company and applicant, a bond may be posted in lieu of any deposit.

In cases where the applicant has purchased a lot within a subdivision and the developer of the subdivision is not primarily engaged in the construction of dwelling units within the subdivision and has not applied for the extension of electric distribution lines in a subdivision which is required to have underground service, the Company shall install underground distribution lines to serve an applicant who is the purchaser of a lot within the subdivision and to other areas of the subdivision as may be dictated by considerations of efficiency and economy and shall charge the applicant for his pro rata share of applicable charges. As additional applicants apply for service and utilize the distribution lines installed to serve a prior applicant the Company shall charge the additional applicant for his pro rata share of the distribution lines as allowed in 2.B.(4).

(7) Cooperation:

Each applicant shall cooperate with the Company in an effort to keep the costs of construction and installation of the underground electric distribution lines, service lines, and appurtenant facilities, as low as possible, consistent with the requirements for safe and adequate service, including reasonable provision for load growth and requirements of 16 NYCRR Part 101.

All sewers, water facilities and drainage facilities shall be installed before the Company commences construction.

(8) Applicant Trenching in Subdivision

A non-residing applicant for underground service to a residential subdivision has the option to do his own trenching, or have it done, and receive payment from the Company for the amount per foot specified in the URD Statement found at the end of this Schedule (P.S.C. No. 119). For any excavation work done by the applicant, the Company may charge a fee to inspect the applicant's work and insure compliance with Company specifications.

## GENERAL INFORMATION

2. How Service May Be Obtained: (Cont'd.)

C. Underground Extensions for New Residential Subdivisions: (Cont'd.)

(9) Exceptions to the General Rule:

The installation of overhead distribution facilities may be allowed under the following circumstances:

(a) Large Lots

When the average trench footage per dwelling unit planned within a subdivision exceeds 200 feet, and the developer does not request nor has a governmental authority with jurisdiction to do so required that underground facilities be installed, overhead lines may be installed.

(b) Excessive Cost

Where the trench cost per foot would be greater than twice the filed cost per foot shown in the Statement of Underground Residential Distribution Contribution (URD Statement), the Company or applicant may petition the Public Service Commission to allow overhead lines or grant other appropriate relief, if a governmental authority having jurisdiction to do so has not required that underground facilities be installed.

## GENERAL INFORMATION

2. How Service May Be Obtained: (Cont'd.)

C. Underground Extensions for New Residential Subdivisions: (Cont'd.)

(9) Exceptions to the General Rule: (Cont'd.)

(c) Slow Development of a Subdivision

The Company may install overhead distribution lines in a residential subdivision or section thereof otherwise required to have underground distribution lines when;

(i) the developer of the residential subdivision is not primarily engaged in the construction of dwelling units within the residential subdivision;

(ii) no governmental authority having jurisdiction to do so has required underground service; and

(iii) either:

1) five years have elapsed from the sale of the first lot within the residential subdivision to the first application for installation and the Company has no indication that there shall be other new applicants in the residential subdivision within six months, or

2) five years have elapsed from the time of final approval of the residential subdivision or section thereof and less than 25% of the lots have been sold in the residential subdivision or any section thereof except where 10% or more of the lots in the residential subdivision or any section thereof have been sold within the last two years.

(iv) In cases where overhead installation would be permissible in accordance with conditions (iii), except that less than five years have elapsed and the Company has reason to believe that the residential subdivision shall not be developed sufficiently soon to permit the orderly utilization of underground lines installed to serve the initial applicant(s), the Company may petition the Commission to allow overhead installation. Such petition shall set forth the relevant economic, engineering, or environmental factors. The petition shall be granted or denied based on those factors.

**GENERAL INFORMATION**

2. How Service May Be Obtained: (Cont'd.)

C. Underground Extensions for New Residential Subdivisions: (Cont'd.)

(9) Exceptions to the General Rule (Cont'd.):

(d) Environmental Effects

When the Company or applicant believes the installation of overhead lines would be more environmentally desirable than underground facilities, the Company or applicant may petition the Public Service Commission to allow overhead lines, if a governmental authority having jurisdiction to do so has not required that underground facilities be installed.

(i) Service to a residential subdivision may be supplied overhead if no governmental authority having jurisdiction to do so has required undergrounding and the Company can provide service to the entire residential subdivision under the following circumstances:

- By extending its facilities no more than 600 feet in a cul-de-sac where a portion of the street within the residential subdivision is served by overhead facilities within or at the entrance of the cul-de-sac; or
- By connecting an area between existing overhead facilities for a distance of 1,200 feet, or less.

(ii) If no governmental authority having jurisdiction to do so has required undergrounding, service to a residential subdivision may be supplied overhead by installing service laterals to new applicants from existing overhead lines.

Where the Company constructs overhead lines because of reasons in paragraph (i) it shall report such overhead construction to the Commission quarterly along with a description of the project. Notwithstanding the foregoing provisions, if the necessary facilities are proposed to be in a VSR, the procedures set forth in 16 NYCRR Part 99.2 shall apply.

(e) Cul-de-sac

Overhead facilities may be installed when no more than 600 feet of overhead extension is required to serve a cul-de-sac where a portion of the street within the subdivision is served by overhead facilities within or at the entrance to the cul-de-sac, if a governmental authority having jurisdiction to do so has not required that underground facilities be installed.

## GENERAL INFORMATION

2. How Service May Be Obtained: (Cont'd.)

C. Underground Extensions for New Residential Subdivisions: (Cont'd.)

(9) Exceptions to the General Rule (Cont'd.):

(f) Connection of Existing Overhead Lines

Overhead facilities may be installed when existing overhead distribution lines can be connected by no more than 1,200 feet of extension, if a governmental authority having jurisdiction to do so has not required that underground facilities be installed.

(g) One-pole Extension

Where a one-pole extension, including but not limited to road crossing pole extensions, would enable an existing overhead distribution line to be connected to a proposed distribution line in a residential subdivision, such extension may be installed overhead, rather than underground; provided, however, that is the necessary facilities are proposed to be in a VSR, the procedures set forth in 16 NYCRR Part 99.2 shall apply.

(h) Service Laterals

Overhead service laterals may be installed in new subdivisions from existing overhead distribution lines, if a governmental authority having jurisdiction to do so has not required that underground facilities be installed.

In unusual circumstances when the application of these rules appears impracticable or unjust to either party or discriminatory to other customers, the applicant or the Company may refer the matter to the Public Service Commission for a special ruling or for approval of special conditions mutually agreed upon prior to commencing construction.

In cases where overhead installation would be permissible in accordance with conditions in 2.C.(9)(c)(iii), except that less than five years have elapsed and the Company has reason to believe that the residential subdivision shall not be developed sufficiently soon to permit the orderly utilization of underground lines installed to serve the initial applicant(s), the Company may petition the Commission to allow overhead installation. Such petition shall set forth the relevant economic, engineering, or environmental factors. The petition shall be granted or denied based on those factors.

## GENERAL INFORMATION

2. How Service May Be Obtained: (Cont'd.)

D. Application of Other Extension Plans:

Where the Company acquires facilities from another utility and the customers are served from a line extension constructed under a surcharge plan, the Company shall continue to bill such customers the same surcharges as previously paid, or surcharges computed in accordance with the provision of the plan outlined in this Schedule, whichever may be lower.

E. Seasonal Service:

Each customer taking seasonal service shall guarantee a minimum seasonal charge of 12 times the per month Customer Charge as provided by S.C. No. 1 of P.S.C. No. 120 - Electricity or superseding issues thereof.

F. Unusual Conditions and Increased Loads:

1. Where the Company cannot be assured that the business to be served shall be permanent or where unusual expenditures are necessary to supply service because of the location, size, or character of the applicant's or customer's installation, facilities shall be constructed only when applicant or customer makes an adequate contribution toward the cost of such facilities, or guarantees continued payment of bills for electric service, or makes other satisfactory arrangements which would be sufficient to warrant the Company to undertake the investment and expense involved.
2. The customer should give the Company any reasonable advanced written notice, of any proposed new or increased service required, setting forth in such notice the amount, character, and the expected duration of time the new or increased service shall be required. If such new or increased load exceeds 150 kilovolt-amperes, and if it necessitates new or added or enlarged facilities (other than metering equipment) for the sole use of customer, the Company may require the customer to make a reasonable contribution to the cost of the new or added or enlarged facilities whenever customer fails to give assurance, satisfactory to the Company, that the taking of the new increased service shall be of sufficient duration to render the supply thereof reasonably compensatory to the Company. The customer or the Company may apply to the Public Service Commission for a ruling as to the necessity for and reasonableness of the contribution required.
3. If a customer is found to be the source of any disturbances, variations, or harmonics that affect the service of another customer or area, the customer causing such disturbances, variation or harmonics shall install the necessary equipment or change operating practices to alleviate such disturbances, variations, or harmonics. If such customer refuses or fails to install such equipment or change operating practices, then the Company shall install the necessary equipment to alleviate the problem. The customer causing such disturbances, variations, or harmonics shall bear the Company's full costs and expenses incurred in remedying the situation.

G. Temporary Service:

Temporary service is nonrecurring service intended to be used for a short time only, seasonal, or service to a building, structure or personal property which is nonpermanent in that it may be readily removed or relocated.

An applicant or customer requiring temporary service for other than a permanent residential dwelling unit shall, upon signing for such service, pay to the Company a nonrefundable amount equal to the estimated cost to the Company for labor, material, and all other costs occasioned by the installation and removal of the service.

Where the installation presents unusual difficulties as to metering the energy supplied, the Company may estimate the amount of energy consumed and may bill the customer in accordance with such estimated amount applied to applicable rate classification.

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

## **GENERAL INFORMATION**

2. How Service May Be Obtained: (Cont'd.)

G. Temporary Service (Cont'd):

If a distribution line is required to be extended in order to provide the temporary service, the applicant shall pay the Company's full costs and expenses for the installation and removal of the distribution line.

As a general rule a trailer is considered to be a non-permanent installation. A trailer, building or structure shall be considered permanent when it is not movable and set on and permanently attached to a masonry foundation and connected to a permanent water supply and septic/sewer system. The permanent water supply and the septic/sewer system must be approved by the appropriate municipality or agency having jurisdiction in the area. A foundation under this Rule does not include a concrete or cement pad.

Temporary service shall be furnished under the applicable Service Classification without term limitation.

H. Standby: Auxiliary or Breakdown Service

Customers operating power generating equipment and having equipment that may be operated by privately generated power or by purchase power, may contract for service under an applicable Service Classification. The customer shall not operate their own power generating equipment in parallel with the Company's service except under control by, and with the Company's consent.

## GENERAL INFORMATION

### 2. How Service May Be Obtained: (Cont'd.)

#### I. Application for Service

##### (1) **Residential:**

###### (a) Application

An application for residential service may be oral or written. An oral application for service shall be deemed completed when the applicant provides his or her name, address, telephone number and address of prior account (if any) or prior account number (if any). The Company may require an applicant to complete a written application (for the applicable service classification) if:

- (i) There are arrears at the premises to be served and service was terminated for non-payment or is subject to a final notice of termination; or
- (ii) there is evidence of meter tampering or theft of service; or
- (iii) the meter has advanced and there is no customer of record; or
- (iv) the application is made by a third party on behalf of the person(s) who would receive service.

(v) Service will be rendered under a general service classification

Whenever a written application for residential service is required, the Company shall so notify the applicant as soon as practicable after the request for service is made, and in no event more than two business days after such request, and shall state the basis for requiring a written application. A written application may require the submission of information required in an oral application, and reasonable proof of the applicant's identity and responsibility for service at the premises to be served. All residential applicants that meet the conditions for requiring a written application may be asked to produce positive identification. Should the residential applicant refuse to provide positive identification, service may be denied to such applicants, pursuant to 16 NYCRR 11.3 or a deposit may be required pursuant to Rule 4.L.1. A written application containing the required information shall be deemed completed when received by the Company.

No application or contract shall be modified or affected by any promise, agreement, or representation of any agent or employee of the Company which is not in conformance with the tariffs.

When accepted by the Company, the application, whether written or verbal, and the terms and conditions of this schedule, as permitted to be modified from time-to-time by the Public Service Commission, shall constitute the contract between the customer and the Company and shall bind and inure to the benefit of the heirs, executors, administrators, successors, or assigns, as the case may be, of the respective parties thereto. A customer of record, for whom the Company is unable to locate a written application but who has made payments for bills rendered by the Company for service rendered, shall be presumed to have made an oral application for service.

PSC NO: 119 ELECTRICITY  
NEW YORK STATE ELECTRIC & GAS CORPORATION  
Initial Effective Date: 04/01/14

Leaf: 24  
Revision: 1  
Superseding Revision: 0

## **GENERAL INFORMATION**

Reserved for Future Use

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

## GENERAL INFORMATION

### 2. How Service May Be Obtained: (Cont'd.)

#### I. Application for Service (Cont'd.)

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

###### (b) Former Indebtedness Paid - Residential

The Company shall not be obligated to provide service to a residential applicant who owes the Company money for residential service provided to a prior account in their name unless:

- (i) The applicant makes full payment for residential service provided to any such prior account in his or her name; or
- (ii) the applicant agrees to make payments under a deferred payment plan of any amounts due for service to a prior account in his or her name; or
- (iii) the applicant has pending a billing dispute with respect to any amounts due for service to a prior account in his or her name and has paid any amounts required to be paid; or
- (iv) the applicant is a recipient of, or an applicant for, public assistance, supplemental security income benefits or additional state payments pursuant to the Social Services Law, and the Company receives from an official of the social services district in which the applicant resides, or is notified by such an official that it is entitled to receive, payment for services due to a prior account in the applicant's name together with a guarantee of future payments to the extent authorized by the social services law; or
- (v) the Commission or its authorized designee directs the provision of service.

###### (c) Obligation to Serve - Residential

The Company shall be obligated to provide service to any residential applicant who meets the requirements of Rule 2.I.(1)(a) and (b) above within five business days of receipt of a completed oral or written application for service, except:

- (i) Where prevented by labor strikes or precluded by law;
- (ii) where precluded by consideration of public safety;
- (iii) where the applicant fails to pay, or agree in writing to pay, reasonably chargeable material and installation costs relating to temporary or permanent line extensions or service laterals as required by this tariff or fails to comply with the Residential Insulation Standards contained herein; or
- (iv) where precluded by physical impediments including:
  - adverse weather conditions;
  - inability to gain access to premises in the possession of the applicant or others;
  - incomplete construction of necessary facilities by the applicant or inspection thereof by the appropriate authorities; or
  - incomplete construction of necessary facilities by the Company; or

## GENERAL INFORMATION

2. How Service May Be Obtained: (Cont'd)

I. Application for Service (Cont'd)

(1) **Residential** (Cont'd)

(c) Obligation to Serve – Residential (Cont'd)

- (v) where an applicant for seasonal or short-term service fails to post a lawfully required deposit.

The Company shall make reasonable efforts to eliminate conditions preventing extension or service and will pursue completion of any facilities it must construct with due diligence.

The Company shall extend service to an applicant for residential service whose application for service has previously been denied within two business days (or such later time as may be specified by the applicant) after the elimination of all the conditions which resulted in the denial of service or by direction of the Public Service Commission or its authorized designee, who may require such extension of service to be made within 24 hours.

## GENERAL INFORMATION

### 2. How Service May Be Obtained: (Cont'd.)

#### I. Application for Service (Cont'd.)

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

###### (d) Denial of Service – Residential

The Company shall not deny residential application for service without sending to the applicant within three business days of receipt of the application for service a written notice which states the reason or reasons for the denial, specifies precisely what the applicant must do to qualify for service, and advises the applicant of his right to an investigation and review of the denial by the Public Service Commission or its authorized designees if the applicant considers the denial to be without justification. The Company shall advise the applicant of the appropriate address and telephone number of the Commission, including the Commission's hotline number and the times of its availability. An application for service not approved within three business days shall be deemed denied.

###### (e) Continuation of Service - Residential

Whenever a residential customer moves to a different dwelling within the service territory of the Company and for which the Company's tariff specifies a residential rate, and requests utility service within 60 days, he or she shall be eligible to receive service at the different dwelling, subject to Sections 2.I.1 and 2.I.2, and such service shall be considered a continuation of service in all respects, with any deferred payment agreement honored, and with all rights provided, however, that such customer's prior service was not terminated for nonpayment, meter tampering or theft of services.

###### (f) Residential Penalty

If the Company fails to initiate residential service within the time required by this section it shall forfeit and pay to the applicant the sum of \$25.00 per day for each day that service is not supplied unless the Public Service Commission finds that the Company had good cause for not initiating service in the required time.

##### **(2) Non-Residential**

###### (a) Application

As a prerequisite to providing service, the Company may require the applicant to:

- (i) Provide appropriate documentation to verify the information provided on the written application, including establishment of responsibility for the service as owner or occupant, the correct service classification, and the person who controls access to the meter;
- (ii) Comply with the Company's tariff or any applicable state, city or local laws or ordinances;
- (iii) fulfill any applicable requirements of obtaining service found in Rules 2.I.(2)(a) and 2.I.(2)(c) of this tariff relating to line extension and service.

## GENERAL INFORMATION

### 2. How Service May Be Obtained: (Cont'd.)

#### I. Application for Service (Cont'd.)

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

###### **(a) Application (Cont'd)**

- (iv) Fulfill any applicable requirements of 16 NYCRR 98 and 99; and
- (v) make full payment for all amounts due and payable which are not either the subject of a pending billing dispute (pursuant to 16 NYCRR 13.15) or of an existing Deferred Payment Agreement that is in good standing. This includes:
  - (aa) Service provided and billed in accordance with 16 NYCRR 13.11 to prior accounts and current accounts in the applicant's name or other accounts for which the applicant is legally responsible; or
  - (bb) other tariff fees, charges, or penalties;
  - (cc) Any reasonably chargeable material and installation costs relating to temporary or permanent line or main extensions or service laterals as authorized under 16 NYCRR 98 and required by the Company's tariff, provided these costs are itemized and given to the applicant in writing;
  - (dd) Any special services as applicable under the Company's tariff, provided the charges are itemized and given to the applicant in writing; or
  - (ee) a security deposit, if requested by the Company in accordance with Rule 4.L

The Company shall provide service to any accepted applicant whose application for service was previously denied solely for failure to make full payment as provided in 2.I.(2)(a)(v) above, as soon as reasonably possible, but no later than three business days, or such later time as may be specified by the applicant, after payment is made, or ten calendar days after receipt of the original application, whichever is later, except as provided in Rule 2.I.(2)(c).

The Company shall advise any applicant who submits an incomplete application, in writing and within three business days of the receipt of the application, of the information and/or documents that must be submitted in order for the application to be considered complete. Such notice shall not itself be considered a denial of the application.

###### **(b) Former Indebtedness Paid -Non-Residential:**

If a non-residential applicant or customer who is indebted to the Company attempts by some agency, relationship, or otherwise, to obtain service, the Company reserves the right to refuse service until full payment is made of all money due which are not either the subject of a pending billing dispute or of an existing deferred payment agreement that is in good standing, including:

## GENERAL INFORMATION

### 2. How Service May Be Obtained: (Cont'd.)

#### I. Application for Service (Cont'd.)

##### **(2) Non-Residential (Cont'd.)**

###### (b) Former Indebtedness Paid -Non-Residential (Cont'd.):

- (i) Service provided and billed in the applicant's name or for which the applicant is legally responsible;
- (ii) other tariff fees, charges, or penalties;
- (iii) reasonably chargeable material and installation costs relating to temporary or permanent line extensions or service laterals as required by the Company's tariff, provided these costs are itemized and given to the applicant in writing;
- (iv) special services billable under the Company's tariff, provided these costs are itemized and given to the applicant in writing; and
- (v) a security deposit, if requested by the Company, as long as such deposit is in accordance with section 4.L. of this tariff.

###### (c) Obligation to Serve - Non-Residential:

The Company shall either provide or deny service to any applicant as soon as reasonably possible, but no later than ten calendar days after receipt of a completed application for service, except:

- (i) Where prevented by labor strikes, or other work stoppages;
- (ii) where precluded by consideration of public safety;
- (iii) where precluded by physical impediments including:
  - adverse weather conditions;
  - inability to gain access to premises in the possession of the applicant or others;
  - incomplete construction of necessary facilities by the applicant or inspection and certification thereof by the appropriate authorities; or
  - incomplete construction of necessary facilities by the utility;

The Company shall make reasonable efforts to eliminate conditions preventing extensions of service and shall pursue completion of any facilities it must construct with due diligence. The Company shall provide service to any accepted applicant whose application for service was previously denied solely for failure to make full payment as provided in Rule 2.I.(2)(c), as soon as reasonably possible, but no later than three business days, or such later time as may be specified by the applicant, after payment is made, or ten calendar days after receipt of the original application, whichever is later, except as provided above.

###### (d) Denial of Service Non-Residential:

The Company shall not deny an application for service except in a written notice either delivered personally to the applicant or sent to the applicant's current business address or any alternative mailing address provided in the application. The written notice of denial shall state the reason(s) for the denial and specify what the applicant must do to qualify for service. The applicant shall be advised of the right to an investigation and review of the denial by the Commission or its authorized designee if the applicant considers the denial to be without justification, and shall identify the appropriate address and telephone number of the Commission.

The Company shall advise any applicant who submits an incomplete application, in writing and within three business days after receipt of the application, of the information and/or documents that must be submitted in order for the application to be considered complete. Such notice shall not itself be considered a denial of the application.

## GENERAL INFORMATION

### 2. How Service May Be Obtained: (Cont'd.)

#### I. Application for Service (Cont'd.)

##### **(3) Limitations - Residential and Non-Residential:**

The Company's offers of electric service included in and made pursuant to the provisions of this schedule and the service classifications to which it relates, including its offers in respect to extension of facilities, are each subject to and modified by the provisions, conditions, and limitations from time to time imposed by executive or administrative rules or orders issued from time to time by the state or federal officers, commissions, boards, or bodies having jurisdiction.

##### **(4) Forms - Residential and Non-Residential:**

Forms of the applications, together with the schedule of rates, rules, and regulations, are made available upon request. Where more than one Service Classification is applicable, the applicant shall select a classification upon which his service will be based.

##### **(5) Definition - Residential Customer or Applicant:**

The term "residential customer" or "current residential customer" includes any person who, pursuant to an application for service made by such person or a third party on his or her behalf, is supplied directly with electric service at a premises used in whole or in part as his or her residence pursuant to 16 NYCRR Section 11.2(a)(2).

The term "applicant", when used in this Part, includes any person who requests electric service at a premises to be used as his or her residence or the residence of a third party on whose behalf the person is requesting service, pursuant to 16 NYCRR Section 11.2(a)(3).

##### **(6) Customer Consent to Contact:**

- a. By accepting electric service from the Company pursuant to the terms of this tariff, the customer hereby expressly consents to receive autodialed and prerecorded/automated calls and texts (collectively, "calls") closely related to the utility service, unless the customer opts out as described below.
- b. Such calls shall be limited to calls that warn/inform the customer about planned or unplanned service outages; provide updates about service outages or service restoration; ask for confirmation of service restoration or information about lack of service; provide notification of meter work, or other field work that affects the customer's utility service; notify customer of possible eligibility for subsidized or lower-cost services due to certain qualifiers such as, *e.g.*, age, low income or disability; or relate to handling, servicing, and billing for the customer's account. Calls may include contact from companies working on the Company's behalf to service the customer's account. Message and Data rates may apply.
- c. The customer may stop/opt out of these types of messages by contacting the Company to request removal of their phone number using the following:

##### **NYSEG:**

Customer Service (1-800-572-1111)

Via email to: [custserv@nyseg.com](mailto:custserv@nyseg.com)

Via regular mail to the following address: NYSEG Electric and Gas Corporation, Attention Customer Service, P.O. Box 5240, Binghamton, NY 13902-5240

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

### GENERAL INFORMATION

2. I. Application for Service (Cont'd)  
Form for Application for Residential Service:

Please Print		
Name _____	Account No. _____	
Address _____	Telephone No. _____	
Former Address _____	Prior Account No. _____	
Proof of Identity _____		
Service	Date Requested	Date Wanted
Gas		
Electric		
Proof of Responsibility _____		
NEW YORK STATE ELECTRIC & GAS CORPORATION is hereby requested to furnish the undersigned with gas or electric service, or both, as indicated at the above address. Such service to be supplied by the Company under its rules, regulations and general schedules as filed from time to time with the Public Service Commission and available for inspection at the office of the Company and to be paid for by the undersigned in accordance with service classification applicable.		
Applicant _____	Date _____	
Third Party Applicant _____	Date _____	
Application Received by _____	Date Orders Issued _____	
Name _____ Account No. _____		

REASON FOR WRITTEN APPLICATION	
Unpaid Arrears-Disconnected for Non-Payment	<input checked="" type="checkbox"/>
Unpaid Arrears - Subject to Final Disconnect Notice	
Evidence of Meter Tampering	
Evidence of Theft of Service	
Meter Advanced - No Customer of Record	
Third Party Application	

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

## GENERAL INFORMATION

2. I. Application for Service (Cont'd)  
Form of Application for Non-Residential Service.

Dear (customer name):

Thank you for applying to NYSEG for service. Based on the information you provided, we have placed you on a **non-residential** service classification and rate. Please complete, sign and return the enclosed service application and we will gladly provide utility service to your business. A postage-paid return envelope is enclosed for your convenience.

Each service classification has eligibility requirements and you may be eligible for service under more than one classification. Likewise, your cost of service may vary under different service classifications, and one classification may be more beneficial than another. **Please note that you are responsible for the initial and ongoing selection of the most advantageous rate classification for which you qualify.**

The enclosed rate summary(ies) will help you compare our residential and non-residential service classifications and rates. If you feel you qualify for a residential rate, please contact us right away. Also, if this account is being used by a veterans or religious organization or as a group home, please note that section of the Application, as it may save you money. A more detailed description of our service classifications and rates may be examined in our filed tariff, available at all NYSEG Customer Service Centers.

Should your energy load change in the future, it's important that you notify us so we can determine if changes are needed to our service facilities or to your service classification and rate. Please note that, under our tariff, if you do not contact us or if the information you provide is inaccurate or incomplete, you may not be eligible for a refund for incorrect charges. Likewise, you may be subject to additional charges for under billing.

If you need help with this application or have any questions, please call our Customer Service Call Center at 1-800-572-1111, Monday through Friday, from 7 a.m. to 7 p.m. If your concern involves your rate selection, we'll make arrangements for one of our rate experts to contact you.

We sincerely appreciate your business.

Sincerely,

Representative's signature, name and title

enclosures (maximum):

Rate Card(s)  
Non-Res. Application for Service  
Postage paid return envelope

## GENERAL INFORMATION

2. I. Application for Service (Cont'd)  
Form of Application for Non-Residential Service (Cont'd).



**Application For Non-Residential Electric & Gas Service** (page 1 of 2)  
**Customer Information**

Name (please print): \_\_\_\_\_ Phone (Day) #: \_\_\_\_\_

Business Name: \_\_\_\_\_ Phone (Other) #: \_\_\_\_\_

Employer Tax ID #: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Service Address: Street: \_\_\_\_\_ State: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Billing & Mailing Address: Street: \_\_\_\_\_ State: \_\_\_\_\_  
City: \_\_\_\_\_ Zip: \_\_\_\_\_

Doing Business as a: (check all that apply):  DBA  Corporation: Publicly Owned  Privately Owned   
 Partnership  Governmental  
SIC Code (if known) \_\_\_\_\_  Individual  Other (explain) \_\_\_\_\_

Is your business/organization tax exempt? \_\_\_\_\_ If yes, do you have a certificate on file with NYSEG? \_\_\_\_\_

Will the nature of your business be different from that of previous owner/tenant? \_\_\_\_\_

What is the nature of your business or type of service that you provide? \_\_\_\_\_

Access to Service Meters shall be:  Open to Utility Personnel  Controlled by above named Company  
 Controlled by Other (Provide name & address below)

Name: \_\_\_\_\_ City: \_\_\_\_\_

Street: \_\_\_\_\_ State/Zip: \_\_\_\_\_

Phone (Day) #: \_\_\_\_\_ Phone (Other) #: \_\_\_\_\_

Applicant's Rate Selection (Service Classification):

Electric: \_\_\_\_\_

For NYSEG Use Only	Waived? (yes or no)
Deposit Amount (Electric):	
Deposit Amount (Gas):	
Division:	Acct#
Tax-Exempt Certificate Received?	
Application Mailed by:	Date:
Application Received by:	Date:

Gas (Class): \_\_\_\_\_

Gas (Type): Sales or Transportation

Remarks: \_\_\_\_\_

**TO BE COMPLETED BY RELIGIOUS AND VETERANS' ORGANIZATIONS AND COMMUNITY RESIDENCES**

The Public Service Law, Section 76, permits corporations or associations organized and conducted for religious or veterans' purposes and certain community residences to receive electric and natural gas service at residential rates. If you meet one of the following criteria, you have the option of being billed under residential or non-residential rates.

I am eligible for residential rates because: (please check one, if appropriate)

— The premises will be used solely by the religious organization that is applying for service; no part will be leased or subleased to another

AND activities will be conducted primarily for religious purposes.

— The premises will be used as a post or hall owned or leased by a not-for-profit corporation that is a veterans' organization.

— The premises will be used as a community residence occupied as a supervised or supportive living facility (as defined by Mental Hygiene Law, Section 1.03, subdivisions 28-a and 28-b); the residence will provide living accommodations for 14 or fewer residents, AND will be operated by a not-for-profit corporation.

To qualify for residential rates, you must attach documentation of your eligibility for the rates. If you submit documentation to NYSEG at a later date, the account may qualify for residential rates as of the date NYSEG receives it. If NYSEG denies you residential rates, you may request, in writing, that we inspect the premises and review the rate determination in light of the information obtained from the inspection. You may also appeal the rate classification to the Public Service Commission.

CP-862-901

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

PSC NO: 119 ELECTRICITY  
 NEW YORK STATE ELECTRIC & GAS CORPORATION  
 Initial Effective Date: 07/16/18

Leaf: 32  
 Revision: 2  
 Superseding Revision: 1

### GENERAL INFORMATION

2. I. Application for Service (Cont'd)  
 Form for Application for Non-Residential Service (Cont'd).

#### **Application For Non-Residential Electric & Gas Service (page 2 of 2)** **Electric Service and Equipment Information**

\*\*If you are just changing the name on the account and not making any equipment changes in this facility,  
 please check here \_\_\_\_\_ and go to the Gas Service section below.

##### Service Information

Item	Existing	New
Voltage		
Single or Three Phase Service *		
Building Size (sq. ft.):		
Service Size (Amps):		

\*Customer agrees to purchase NYSEG's electric service for at least ONE YEAR if it is Three Phase Service

Date Temporary Service Needed: \_\_\_\_\_

Contact Information Date Permanent Service Needed: \_\_\_\_\_

Consultant: \_\_\_\_\_

Phone #: \_\_\_\_\_

Electrician: \_\_\_\_\_

Phone #: \_\_\_\_\_

##### Electric Equipment Information (please provide if known)

Load Information	Connected kW	Annual kW
Equipment to be Installed		
Lighting:		
Motors, Manufacturing Equip., etc.:		
Controlled Load:		
Space Heat:		
Air Conditioning:		
Other (i.e. Refrigeration, cooking, etc)		
<b>Totals:</b>		

Existing High Demand(KW): \_\_\_\_\_ Summer \_\_\_\_\_ Winter \_\_\_\_\_

Estimated New High Demand(KW): \_\_\_\_\_ Summer \_\_\_\_\_ Winter \_\_\_\_\_

Largest Motor Size \_\_\_\_\_ Horsepower \_\_\_\_\_  
 Welder Size \_\_\_\_\_ KVA \_\_\_\_\_

##### Gas Service and Equipment Information

\*\*If you are just changing the name on the account and not making any equipment changes in this facility,  
 please check here \_\_\_\_\_ and go to the Statement of Understanding below.

##### Service Information (please provide if known)

###### Load Information - New Load (please provide if known)

Load Information	Input BTUH
Heating Equipment:	
Hot Water:	
Cooking Equipment:	
Other:	
<b>Totals:</b>	

Date Service Line is Needed: \_\_\_\_\_

Date Gas Meter is Needed: \_\_\_\_\_

Equipment in Service Date: \_\_\_\_\_

Contact Information Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Building Size: \_\_\_\_\_ Existing Sq. Feet \_\_\_\_\_  
 \_\_\_\_\_ New Sq. Feet \_\_\_\_\_

Requested Delivery Pressure: \_\_\_\_\_

Future Load? (If yes, please explain below):  
 \_\_\_\_\_  
 \_\_\_\_\_

##### Statement of Understanding

Electric and/or gas service supplied under this application will be taken and paid for by the undersigned in accordance with the rules and regulations and at the rates contained in the Company's tariff and schedules as filed from time to time with the Public Service Commission of the State of New York.

Print Applicant Name: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Affiliation to Name or Business On  
 Account Named On Page One: \_\_\_\_\_ Owner: \_\_\_\_\_ Corporate Officer: \_\_\_\_\_ Other (Explain): \_\_\_\_\_  
 \_\_\_\_\_ Partner: \_\_\_\_\_ Agent: \_\_\_\_\_

CD-942, 9/01

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

## GENERAL INFORMATION

### 2. I. Application for Service (Cont'd)

Form of Application and Contract for Outdoor Lighting Service:

### Application and Contract for Outdoor Lighting Service

THE UNDERSIGNED (hereinafter called "Customer") hereby applies to NEW YORK STATE ELECTRIC & GAS CORPORATION (hereinafter called "Company") to supply the following outdoor lighting service at the following location:

The term of this contract shall be for a period of \_\_\_\_\_ years commencing on \_\_\_\_\_, (or as soon thereafter as service is made available) and shall continue subsequent to that period until cancelled on 5 days prior written notice to Company.

___	Light(s)	Wattage	_____	Type: <input type="checkbox"/> HPS <input type="checkbox"/> MH	Style: <input type="checkbox"/> Area <input type="checkbox"/> Flood <input type="checkbox"/> Shoebox <input type="checkbox"/> Post-top <input type="checkbox"/> Power Bracket
<input type="checkbox"/>	Bracket	Length	_____		
___	Light(s)	Wattage	_____	Type: <input type="checkbox"/> HPS <input type="checkbox"/> MH	Style: <input type="checkbox"/> Area <input type="checkbox"/> Flood <input type="checkbox"/> Shoebox <input type="checkbox"/> Post-top <input type="checkbox"/> Power Bracket
<input type="checkbox"/>	Bracket	Length	_____		
___	Light(s)	Wattage	_____	Type: <input type="checkbox"/> HPS <input type="checkbox"/> MH	Style: <input type="checkbox"/> Area <input type="checkbox"/> Flood <input type="checkbox"/> Shoebox <input type="checkbox"/> Post-top <input type="checkbox"/> Power Bracket
<input type="checkbox"/>	Bracket	Length	_____		
___	Light(s)	Wattage	_____	Type: <input type="checkbox"/> HPS <input type="checkbox"/> MH	Style: <input type="checkbox"/> Area <input type="checkbox"/> Flood <input type="checkbox"/> Shoebox <input type="checkbox"/> Post-top <input type="checkbox"/> Power Bracket
<input type="checkbox"/>	Bracket	Length	_____		
___	Light(s)	Wattage	_____	Type: <input type="checkbox"/> HPS <input type="checkbox"/> MH	Style: <input type="checkbox"/> Area <input type="checkbox"/> Flood <input type="checkbox"/> Shoebox <input type="checkbox"/> Post-top <input type="checkbox"/> Power Bracket
<input type="checkbox"/>	Bracket	Length	_____		
<input type="checkbox"/> Wire		Length	_____		
<input type="checkbox"/> Pole		Number	_____	Type	_____
<input type="checkbox"/> Other		_____			

Electric service supplied under this application/contract will be taken by the undersigned in accordance with the rules and regulations contained in the Company's filed tariff and schedules and will be paid for at the rates in P.S.C. 120, Service Classification No. 5, or superseding issues thereof, as filed with the Public Service Commission of the State of New York.

The Customer approves the general plan of installation and construction to supply the lighting requested in this application/contract and gives permission to the Company to install, maintain and remove its fixtures, poles and wire used in furnishing such service which will be located on Customer property.

Customer: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**Company Use Only**  
Cont. Acct. # \_\_\_\_\_  
ODL Order \_\_\_\_\_

- New
- Existing
- Additional
- Change
- Transfer

Accepted:  
NEW YORK STATE ELECTRIC & GAS CORPORATION

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

## GENERAL INFORMATION

### 2. I. Application for Service (Cont'd)

Form of Application Where Extension Plan is Applicable:

### APPLICATION FOR ELECTRIC SERVICE (Where Extension Plan is Applicable)

Date \_\_\_\_\_  
Deposit No. \_\_\_\_\_ Amount \_\_\_\_\_  
Rate No. \_\_\_\_\_

The undersigned hereby applies to the New York State Electric & Gas Corporation (Corporation) for electric service at the premises located at  
\_\_\_\_\_  
\_\_\_\_\_.

The undersigned, successors and assigns, agrees to use and pay for such service in accordance with all of the rules and regulations and applicable schedules for electric service on file with the Public Service Commission and available for inspection in the offices of the Corporation including the paragraphs of the General Information Schedule, P.S.C. No. 119 - Electricity, or superseding issues thereof, pertaining to the Corporation's line extension plan. Such plan provides for the applicant to pay the costs of the portion of the line extension that exceeds the allowances to which each applicant is entitled without charge. Such costs can be paid either through a lump sum payment or repayment plan, with interest, over a ten-year period. Included in these costs are the costs associated with the procurement of right-of-way where such inclusion is requested by the applicant.

#### Cost of Facilities

	<u>Distribution</u>	<u>Service</u>
Total	_____	_____
Less Allowance	_____	_____
Excess Cost	_____	_____

Deposit Amount \$ \_\_\_\_\_  
Total Excess Cost to Applicant = LUMP SUM = \_\_\_\_\_

The Applicant will pay; Lump Sum [ ], or Payment Plan [ ]

The applicant understands that if the payment plan is selected, the applicant can, at any time, make a request for conversion to a lump sum payment in order to pay surcharge off early.

## GENERAL INFORMATION

2. I. Application for Service (Cont'd)  
Form of Application Where Extension Plan is Applicable: (Cont'd)

Monthly Payment amount under Payment Plan \$ \_\_\_\_\_

The applicant understands this monthly payment will be in addition to payment each billing period of the Corporation's normal charges for utility services.

**THE APPLICANT HEREBY AGREES TO INFORM ALL PROSPECTIVE PURCHASERS OF THIS PROPERTY THAT A UTILITY SURCHARGE IS IN EFFECT.**

Total amount paid, including interest (120 total payments) \_\_\_\_\_

Annual Interest Rate \_\_\_\_\_

Capital Recovery Factor \_\_\_\_\_

The monthly payment shall be calculated as follows:

Monthly Payment = (L X R)

R = Monthly capital recovery factor =  $I \div (1-(1+I)^{-120})$

L = Total cost of excess facilities including appropriate right-of-way costs if requested by the applicant, less security payment

I =  $C \div 12$

C = Corporation's weighted pre-tax cost of capital as established in its most recent rate proceeding

The applicant understands that in the event a new applicant(s) takes service from the distribution line within ten years of line being available for use for which the excess costs have been determined, the surcharge payment will be recalculated (in accordance with the Corporation's tariff) and any resulting refund related to the distribution portion of the excess costs will be returned to the current owner of the facility which was originally served by the extension.

The applicant also understands that the surcharge will cease if, in each of any two consecutive calendar years within 10 years of the initial applicant's taking service from the extension, total revenue from all customers served by a new distribution line exceeds 1.5 times the reasonable actual capital costs of the total distribution line.

The Applicant understands that the line(s) will not be built until all applicants have complied with all requirements for service.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

Accepted by Corporation \_\_\_\_\_ Date \_\_\_\_\_

## GENERAL INFORMATION

### 2. I. Application for Service (Cont'd)

Form of Agreement where customer makes contribution in accordance with Paragraph 2F:

#### Unusual Conditions and Increased Loads

In consideration of the fact that the undersigned (customer) wishes to have available new or increased facilities in order to obtain electric service or to increase the amount of service now taken, the undersigned agrees to contribute to the Corporation, before the commencement of the work to install such facilities, the sum of \$ \_\_\_\_\_ to defray the expense of such facilities, which sum the Corporation agrees to repay by crediting to the account of the customer sums equal to \_\_\_\_\_ % of the monthly bills paid in excess of \$ \_\_\_\_\_ per month for all electric service supplied to the customer at the premises served through the use of the facilities to be furnished or constructed by the Corporation until such time as all of the contribution made by the customer shall be returned, provided, however, that irrespective of whether or not the full contribution has been returned, all repayments hereunder shall cease at the expiration of ten years from the date of acceptance hereof. It is understood and agreed that the facilities so constructed will be and remain the property of the Corporation. The customer or the Corporation may apply to the Public Service Commission for a ruling as to the necessity for and reasonableness of the contribution required.

Name of Customer: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted NEW YORK STATE ELECTRIC  
& GAS CORPORATION

Pres. / V-Pres./ Gen. Mgr.: \_\_\_\_\_

Date: \_\_\_\_\_

## GENERAL INFORMATION

2. I. Application and Contract: (Cont'd)  
Builder-Developer form of Application and Contract for underground residential distribution system:

### APPLICATION AND CONTRACT FOR UNDERGROUND RESIDENTIAL DISTRIBUTION SYSTEM (BUILDER-DEVELOPER)

THE UNDERSIGNED, (hereinafter called "Applicant") hereby applies to NEW YORK STATE ELECTRIC & GAS CORPORATION (hereinafter called "Corporation") to have the Corporation furnish an underground electric distribution system for permanent residential service in a subdivision known as \_\_\_\_\_

\_\_\_\_\_ and consisting of \_\_\_\_\_ dwelling units or building sites situated in the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_.

Upon acceptance of this application, the Corporation agrees to:

1. Install underground electric distribution lines of sufficient capacity, along with such appurtenant devices, equipment and materials which shall in the judgment of the Corporation, provide safe and adequate permanent electric service.
2. Install underground service laterals at the Applicant's expense as the Applicant may elect.
3. Own, operate and maintain the distribution system and with the Applicant's consent, the Corporation will also own, operate and maintain the service lateral on private property.

The Applicant agrees that before the Corporation shall be obligated to make such installations, the Applicant shall:

1. Furnish a survey map approved by all governmental authorities having jurisdiction, and certified to by a licensed professional engineer or land surveyor and certified as final by the Applicant showing the location of each lot, sidewalk and roadway and, prior to and during construction by the Corporation, shall place and maintain survey stakes indicating grade and property lines. A map showing the location of all other existing and proposed underground facilities shall be furnished to the Corporation by the Applicant as soon as the location of such facilities shall be known, but prior to the installation of the underground electric distribution facilities.
2. Execute and deliver to the Corporation free from cost, suitable permanent easements or rights-of-way insofar as the initial installation or subsequent additions thereto affect the property owned by the Applicant for placing and maintaining said distribution facilities or agree to pay a surcharge of 12% per annum of such costs as may be incurred by the Corporation if at the Applicant's request it obtains such easements or rights-of-way.

## GENERAL INFORMATION

2. I. Application and Contract: (Cont'd)  
Builder-Developer form of Application and /Contract for underground residential distribution system:  
(Cont'd)

3. Clear rights-of-way and easements of tree stumps, brush and obstructions at no charge to the Corporation, and grade to within six inches of final grade. Such clearance and grading must be maintained by the Applicant during construction by the Corporation. Restoration of top surface after construction shall be by the Applicant at the Applicant's expense. All sewers, water facilities and drainage facilities will be installed before the Corporation commences construction.

4. Make a non-refundable contribution of \$ \_\_\_\_\_, plus applicable sales tax of \$ \_\_\_\_\_ based on distribution trench footage within the subdivision in excess of 60 feet per dwelling unit. The contribution is based upon the number of dwelling units to be served from the distribution system, as indicated on the map furnished under Paragraph 1 above. If additional dwelling units are constructed and take service within the subdivision, the contribution will be recalculated as provided by Section 2.C.4 of P.S.C. No. 119 - Rules, Regulations and General Information Schedule for Electric Service.

5. Make a deposit in the amount of \$ \_\_\_\_\_ based on the incremental cost above the equivalent cost for overhead facilities. This deposit is based on the footage for which a contribution is not required, and shall be returned to the Applicant quarterly, with interest, on a pro rata basis as each new customer is connected with service.

Any portion of the deposit remaining unrefunded five years from the date the Corporation is first ready to render service from the underground electric distribution lines shall be retained by the Corporation. Upon the mutual agreement of both the Corporation and the Applicant, a bond or letter of credit may be posted in lieu of any deposit.

6. Pay the Corporation for the cost of that portion of the service lateral on the Applicant's property if he elects to have the Corporation make this installation.

7. Upon demand, reimburse the Corporation for costs incurred in the replacement or relocation of Corporate facilities caused by subsequent changes in Applicant's plans, if any.

The above deposits and non-refundable contributions are based upon the applicant's plans as of this date and the Corporation's costs as set forth in P.S. C. 119. The deposit and contribution will be subject to change based on the changes in cost reflected in P.S. C. 119 and changes in the applicant's plans as of the date the facilities are constructed. Changes, if any, will be reflected in a revised agreement.

This is an application to have the Corporation furnish an underground distribution system, not an application for electric service. It is understood that the Corporation shall have no obligation to render service by means of such system unless and until the Applicant shall have executed, and the Corporation shall have accepted, an application for service and the Applicant shall have fulfilled his obligations hereunder and otherwise compiled with the Corporation's Rules, Regulations and General Information Schedule for Electric Service, P.S.C. 119.

#### **GENERAL INFORMATION**

2. I. Application and Contract: (Cont'd)  
Builder-Developer form of Application and Contract for underground residential distribution system:  
(Cont'd.)

Notwithstanding the obligations specified herein, the Applicant shall be entitled to the benefit of any pertinent regulations, order or directive of the Public Service Commission of the State of New York which is intended to be effective as of the date of this application.

The terms and conditions herein shall bind the parties hereto, and their respective heirs, executors, administrators and assigns.

The applicant shall not assign this agreement without first obtaining the written consent of the Corporation, which consent shall not be unreasonably withheld.

\_\_\_\_\_  
Applicant

By \_\_\_\_\_

Date \_\_\_\_\_

ACCEPTED:  
NEW YORK STATE ELECTRIC & GAS CORPORATION

By \_\_\_\_\_  
Date \_\_\_\_\_

## GENERAL INFORMATION

2. I. Application and Contract: (Cont'd)  
Land Developer form of Application and Contract for underground residential distribution system:

### APPLICATION AND CONTRACT FOR UNDERGROUND RESIDENTIAL DISTRIBUTION SYSTEM (LAND DEVELOPER)

THE UNDERSIGNED, (hereinafter called "Applicant") hereby applies to NEW YORK STATE ELECTRIC & GAS CORPORATION (hereinafter called "Corporation") to have the Corporation furnish an underground electric distribution system for permanent residential service in a subdivision known as \_\_\_\_\_

\_\_\_\_\_ and consisting of \_\_\_\_\_ building sites situated in the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_.

Upon acceptance of this application, the Corporation agrees to:

1. Install underground electric distribution lines of sufficient capacity, along with such appurtenant devices, equipment and materials which shall in the judgment of the Corporation, provide safe and adequate permanent electric service.
2. Install underground service laterals at the Applicant's expense as the Applicant may elect.
3. Own, operate and maintain the distribution system and with the Applicant's consent, the Corporation will also own, operate and maintain the service lateral on private property.

The applicant agrees that before the Corporation shall be obligated to make such installations, the Applicant shall:

1. Furnish a survey map approved by all governmental authorities having jurisdiction, and certified to by a licensed professional engineer or land surveyor and certified as final by the Applicant showing the location of each lot, sidewalk and roadway and, prior to and during construction by the Corporation, shall place and maintain survey stakes indicating grade and property lines. A map showing the location of all other existing and proposed underground facilities shall be furnished to the Corporation by the Applicant as soon as the location of such facilities shall be known, but prior to the installation of the underground electric distribution facilities.
2. Execute and deliver to the Corporation free from cost, suitable permanent easements or rights-of-way insofar as the initial installation or subsequent additions thereto affect the property owned by the Applicant for placing and maintaining said distribution facilities or agree to pay a surcharge of 12% per annum of such costs as may be incurred by the Corporation if at the Applicant's request it obtains such easements or rights-of-way.

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

## GENERAL INFORMATION

2. I. Application and Contract: (Cont'd)

Land Developer form of Application and Contract for underground residential distribution system:  
(Cont'd.)

3. Clear rights-of-way and easements of tree stumps, brush and obstructions at no charge to the Corporation, and grade to within six inches of the final grade. Such clearance and grading must be maintained by the Applicant during construction by the Corporation. Restoration of top surface after construction shall be by the Applicant at the Applicant's expense. All sewers, water facilities and drainage facilities will be installed before the Corporation commences construction.

4. Make a contribution of \$\_\_\_\_\_, plus applicable sales tax of \$\_\_\_\_\_ based on distribution trench footage required to serve this subdivision. As dwelling units are constructed and take service within the subdivision, the contribution will be recalculated as provided by Section 2.C.4 of P.S.C. No. 119 - Rules, Regulations and General Information Schedule for Electric Service. The difference between the contribution set forth and the contribution as recalculated will be refunded to the Applicant quarterly. Any portion of the contribution remaining unrefunded ten years from the date the Corporation is first ready to render service from the underground electric distribution lines shall be retained by the Corporation.

5. Pay the Corporation for the cost of that portion of the service lateral on the Applicant's property if he elects to have the Corporation make this installation.

6. Upon demand, reimburse the Corporation for costs incurred in the replacement or relocation of Corporate facilities caused by subsequent changes in the Applicant's plans, if any.

The above contribution is based upon the Applicant's plans as of this date and the Corporation's costs as set forth in P.S. C. 119. The contribution will be subject to change based on the changes in cost reflected in P.S.C. 119 and changes in the Applicant's plans as of the date the facilities are constructed. Changes, if any, will be reflected in a revised agreement.

This is an application to have the Corporation furnish an underground distribution system, not an application for electric service. It is understood that the Corporation shall have no obligation to render service by means of such system unless and until the Applicant shall have executed, and the Corporation shall have accepted, an application for service and the Applicant shall have fulfilled his obligations hereunder and otherwise complied with the Corporation's Rules, Regulations and General Information Schedule for Electric Service, P.S.C. No. 119.

#### **GENERAL INFORMATION**

2. I. Application and Contract: (Cont'd)

Land Developer form of Application and Contract for underground residential distribution system:  
(Cont'd.)

Notwithstanding the obligations specified herein, the Applicant shall be entitled to the benefit of any pertinent regulations, order or directive of the Public Service Commission of the State of New York which is intended to be effective as of the date of this application.

The terms and conditions herein shall bind the parties hereto, and their respective heirs, executors, administrators and assigns.

The applicant shall not assign this agreement without first obtaining the written consent of the Corporation, which consent shall not be unreasonably withheld.

---

Applicant

By \_\_\_\_\_

Date \_\_\_\_\_

ACCEPTED:

NEW YORK STATE ELECTRIC & GAS CORPORATION

By \_\_\_\_\_  
Date \_\_\_\_\_

## GENERAL INFORMATION

### 2. How Service May Be Obtained: (Cont'd.)

#### J. Inspection

Before service is supplied at any location, a Certificate of approval from a competent inspection body, and/or any legally constituted authorities having jurisdiction, must be furnished by each applicant. The customer's electric equipment must be maintained according to the rules of the National Electric Code, and the rules and regulations of the Company. If additional wiring or equipment is installed on such premises, the customer shall notify the Company, before its connection to the Company's service, and secure approval as indicated above.

As a guide for the applicant or the electrical contractor regarding an installation, the Company has prepared "Requirements for the Installation of Electric Services and Meters", copies of which are on file at the local offices. As issued and as modified from time to time, these specifications will be enforced.

### K. Minimum Insulation Standards for the Provision of Electric Service:

#### 1. Definitions:

For the purpose of this rule, the following definitions shall apply:

- a) "Dwelling" - A building designed or used as the living unit for one or more families. Mobile homes shall not be considered dwellings.
- b) "Historical Building" - Any building or structure designated historically significant by the State or local governing body, or listed (or determined by the Secretary of the Interior to be eligible to be listed) in "The National Register of Historic Places."

#### 2. Applicability and Compliance for New Dwellings:

All new dwellings will not be eligible for electric service unless these dwellings comply with the New York State Energy Conservation Construction Code. Compliance with this Code will be satisfied under any of the following circumstances:

- a) A building permit is obtained for the dwelling from a building code authority or similar authority empowered by local law to issue building permits; or,
- b) An affirmation is given by the contractor or builder on a certificate of compliance (see Rule 2.K.11.a) that the construction of the dwelling will comply with the Energy Conservation Construction Code within 30 days after occupancy; or,
- c) A modification or variance from the requirements of the Energy Conservation Construction Code is issued by the State Board of Review as constituted pursuant to the Executive Law.

## GENERAL INFORMATION

2. How Service May Be Obtained: (Cont'd.)

K. Minimum Insulation Standards for the Provision of Electric Service: (Cont'd.)

2. Applicability and Compliance for New Dwellings: (Cont'd.)

For any dwelling constructed after April 1, 1977, but before January 1, 1979, electric service will not be provided without compliance with the Minimum Insulation Standards promulgated by the Commission in Opinion 77-10 (Case 26286, November 2, 1977) as amended.

3. Waivers:

For any dwelling constructed after April 1, 1977, but before January 1, 1979, a waiver from these requirements may be granted by:

- a) The Company when the overall heat loss for the building envelope does not exceed the total heat loss which would result from conformance to the individual requirements. The heat loss calculations shall be certified by a licensed engineer or architect.
- b) The Company, if the applicant for service can establish through two estimates, one of which may be a Company audit, that the purchase price and installation charge (excluding financing charges) will be greater than seven times the anticipated annual savings to be obtained, (based on the present cost of the fuel currently used in the dwelling).
- c) The Public Service Commission for just cause, in unusual circumstances, if the applicant for electric service has been denied a waiver pursuant to subsections (a) or (b) above.

A copy of each waiver granted or denied shall be made available to the Commission, and each applicant denied a waiver shall be promptly informed by the Company of the right to appeal to the Commission.

4. Certificate of Compliance:

A Certificate of Compliance (see Rule 2.K.11.a), shall be used in all areas of the State where no local authority exists, to assure compliance with the insulation requirements of the Energy Conservation Construction Code.

Each Certificate of Compliance shall be signed by the builder or contractor and the owner shall receive a copy of such certificate.

## GENERAL INFORMATION

### 2. How Service May Be Obtained: (Cont'd.)

#### K. Minimum Insulation Standards for the Provision of Electric Service: (Cont'd.)

##### 5. Compliance Procedures:

In areas where there is no local building code authority, upon a complaint by a dwelling owner or tenant concerning non-compliance with the provisions of Rule 2.K.2., the Company shall perform an on-site inspection to determine conformance with the standards concerning roofs, walls, foundation walls, floors, windows, and doors. The result of this inspection shall be provided in writing to the owner (and tenant when applicable) of the dwelling.

Whenever the Company finds, as a result of such inspection or notification by the local building code authority, more than one outstanding complaint against any particular contractor wherein a dwelling constructed by such contractor or builder was found to be in non-compliance with the applicable standards, the Company shall refuse to provide electric service to any construction site of that contractor or builder until all existing violations are corrected. The Company shall undertake random inspections of the future construction work of a past non-complying contractor or builder until such time as the Company is satisfied that the applicable standards are being met.

##### 6. Penalties for Non-Compliance:

In the event the Company finds that any dwelling fails to comply with Rule 2.K.2.a or 2.K.2.b, the Company shall impose a 25% surcharge on any bill for electric service to the customer until such violations are corrected.

The effective date of the surcharge rate shall be:

- a) Immediately after notice, in the event the owner is directly responsible for the noncompliance.
- b) Ninety days after notice, in the event the owner has not contributed to the deficiencies. No surcharge shall be applied if the owner brings the dwelling into compliance within 90 days.

## GENERAL INFORMATION

### 2. How Service May Be Obtained: (Cont'd.)

#### K. Minimum Insulation Standards for the Provision of Electric Service: (Cont'd.)

##### 6. Penalties for Non-Compliance: (Cont'd.)

In the event the owner is not billed for the provision of electric service, no surcharges will be applied to the bills of the non-owner occupants of the dwelling. Instead, after notification to the owner that the dwelling is not in compliance, a surcharge will be billed to the owner. The surcharge will be 25 percent of the electric bills for the dwelling that is not in compliance.

In the event that circumstances prevent collecting the surcharge amount from the owner of the non-complying dwelling, the Company may refuse future connections for service to new tenants in the dwelling until it is brought into compliance.

Furthermore, if the owner is an occupant of the dwelling, but is not billed for any electric service, the surcharge will be imposed on the bill for service to the unit occupied by the owner.

##### 7. Applicability and Conditions for Existing Dwellings Converting to Electric Space Heat:

An existing dwelling will not be supplied electric service for the purpose of converting to electric space heat unless:

- a) The roof/ceiling has at least six inches of insulation or insulation with an R value of 19 or greater,
- b) The dwelling has storm windows, or thermal windows with multiple glazing, and
- c) The entrances have storm doors or thermal doors.

## GENERAL INFORMATION

### 2. How Service May Be Obtained: (Cont'd.)

#### K. Minimum Insulation Standards for the Provision of Electric Service: (Cont'd.)

##### 8. Waivers:

The Company may waive the requirements in Rule 2.K.7. where:

- a) The applicant for service can establish through two estimates, one of which may be a Company audit, that the purchase price and installation charge (excluding interest charges) will be greater than seven times the anticipated annual savings to be obtained (based on the present cost of the fuel currently used in the dwelling).
- b) The dwelling is an historical building, or
- c) Other measures have been taken so that the overall heat loss for the dwelling envelope does not exceed the total heat loss which would result from conformance with the minimum requirements of Rule 2.K.7. Such a heat loss calculation must be certified by a licensed architect or engineer.

In the case of a dwelling having a flat roof, compliance with the roof insulation standard will not be required if four or more inches of insulation are already in place or if insulation can be installed only by means of cutting an opening in the roof.

In the case of a dwelling having six or more stories storm windows will not be required as long as the Company certifies that the dwelling's windows are caulked and weatherstripped. This certification shall be made in writing to the Commission. A storm window will not be required on any window opening onto a fire escape.

Copies of waivers granted or denied by the Company shall be made available to the Commission. Applicants denied waivers shall be informed of their right to appeal that denial to the Commission.

The Commission may grant a waiver of the requirements of Rule 2.K.7 for just cause after an applicant for electric service has been denied a waiver by the Company.

## GENERAL INFORMATION

### 2. How Service May Be Obtained: (Cont'd.)

#### K. Minimum Insulation Standards for the Provision of Electric Service: (Cont'd.)

##### 9. Certificate of Compliance:

A dwelling's compliance with Rule 2.K.7 shall be certified either by (i) the owner, (ii) a contractor of the owner's choice who has inspected the dwelling, or (iii) a Company representative who has inspected the dwelling at the owner's request (See Rule 2.K.11.b).

The Company will provide the Certificate of Compliance to the applicant at the time of application for service, so that the applicant will be apprised of the requirements for service and the methods by which compliance can be certified.

##### 10. Penalties for Non-compliance:

The Company shall impose a 25 percent surcharge on any bill for electric service to any dwelling which has converted to electric space heat and which does not comply with the standards set forth in Rule 2.K.7.

The effective date of the surcharge rate shall be:

- a) Immediately after notice, in the event the owner is directly responsible for the non-compliance.
- b) Ninety days after notice, in the event the owner has not contributed to the deficiencies. No surcharge shall be applied if the owner brings the dwelling into compliance within 90 days.

In the event the owner is not billed for the provision of electric service, no surcharges will be applied to the bills of the non-owner occupants of the dwelling. Instead, after notification to the owner that the dwelling is not in compliance, a surcharge will be billed to the owner. The surcharge will be 25 percent of the electric bills for the dwelling that is not in compliance.

In the event that circumstances prevent collecting the surcharge amount from the owner of the non-complying dwelling, the Company may refuse future connections for service to new tenants in the dwelling until it is brought into compliance.

Furthermore, if the owner is an occupant of the dwelling, but is not billed for any electric service the surcharge will be imposed on the bill for service to the unit occupied by the owner.

## GENERAL INFORMATION

## 2. How Service May Be Obtained: (Cont'd.)

K. Minimum Insulation Standards for the Provisions of Electric Service: (Cont'd.)

11. Certificate of Compliance:

a) New Dwellings Residential Construction

NEW YORK STATE ELECTRIC & GAS CORPORATION  
Certificate of Compliance  
New Residential Construction

**DESCRIPTION OF STRUCTURE** (Check as applicable)

## PRIMARY HEATING SOURCE

1 or 2 Family Residence  
 3 or More Residences (\_\_\_\_ Units)

Electricity  
Natural Gas  
Other

## LOCATION.

Number \_\_\_\_\_ Street \_\_\_\_\_

---

<b>Township</b>	<b>Post Office</b>	<b>State</b>	<b>Zip Code</b>
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OWNER'S NAME: \_\_\_\_\_ Acct. No. \_\_\_\_\_  
(Office use only)

The undersigned (Builder/Contractor) certifies that the structure identified above is or will be, not later than 30 days after time of occupancy, in compliance with one of the following statute provisions (check one):

It is understood that electric and/or gas service will, depending on the applicable circumstances, not be connected, be subject to a 25 percent surcharge on the NYSEG utility bill until all violations are eliminated, or be disconnected, if, upon inspection the structure is found not to be in compliance with the conditions set forth above.

The undersigned certifies that a properly executed copy of this certificate will be delivered to the owner prior to closing of sale and further attests that all statements and representations contained in this certificate are true and accurate.

---

Date

---

Signature of Builder or Contractor

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

## **GENERAL INFORMATION**

2. How Service May Be Obtained: (Cont'd.)

K. Minimum Insulation Standards for the Provision of Electric Service: (Cont'd.)

11. Certificate of Compliance: (Cont'd.)

b) Dwellings Converting to Electric or Gas Space Heat

NEW YORK STATE ELECTRIC & GAS CORPORATION  
Certificate of Compliance  
Dwelling Converting to Gas Or Electric Space Heat

DESCRIPTION OF STRUCTURE (Check as applicable)

### PRIMARY HEATING SOURCE

1 or 2 Family Residence  
 3 or More Residences ( Units)

Electricity  
Natural Gas  
Other

LOCATION: \_\_\_\_\_

**Township** \_\_\_\_\_ **Post Office** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

OWNER'S NAME: \_\_\_\_\_ Acct. No. \_\_\_\_\_  
(Office use only)

1. I \_\_\_\_\_ am aware that the Minimum Insulation Standards  
(Owner)  
for Dwellings Converting to Gas or Electric Space Heat requires my house to have storm doors, storm windows and at least R-19 (usually six inches) roof insulation. I certify that my building at \_\_\_\_\_  
(Location)

meets those requirements, or that I have obtained a waiver; and I understand that should my building be found non-compliant, a 25 percent surcharge on my utility bill may be imposed or electric or gas service may be discontinued.

accurate.

Signature of Owner

## Address

owned by \_\_\_\_\_ and certify that it meets the requirements of the Minimum  
Lodging Standards. **\_\_\_\_\_  
(Owner)**

Insulations Standards for Dwellings Converting to Gas or Electric Space Heat.  
The undersigned attests that all statements and representations contained in this certificate are true and accurate.

Date

Signature of Contractor or NYSEG Representative

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

## GENERAL INFORMATION

3. Service Connections/Meters:  
A. General:

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

- I. Meters installed by the Company shall remain the property of the Company except as provided for in Rule 3.A.I.b. The Customer shall protect the meter and furnish sufficient and proper space for its installation.
  - a. The Company shall furnish a meter necessary to provide the Company's basic billing determinants consistent with the customer's Service Classification and connect its distribution lines with the customer's service entrance. The wiring equipment, meter board, self-contained meter enclosure, fuse box, service switch, stand-pipe, and appurtenances shall be furnished by the customer and shall be installed and maintained in an approved location, readily accessible at all reasonable times to employees of the Company. The Company shall furnish commercial (single and polyphase) meter enclosures, residential polyphase meter enclosures, and residential single-phase, transformer-rated meter enclosures, when deemed necessary by the Company, at its own expense. The costs and expenses of the meter enclosure and socket shall be borne by the Customer and/or applicant. All meter enclosures and sockets must be approved by the Company. For metering installations which require instrument transformers be included as part of the meter enclosure, the meter enclosure must be approved by and purchased from the Company. Customers are required to buy the ct enclosure. Where high tension/primary voltage service is supplied, the customer at their expense and in a manner satisfactory to the Company shall furnish, install, and maintain on his premises, such switches, transformers, regulators and other equipment as the Company may deem necessary. A customer may obtain an underground service connection with the Company's overhead distribution system by installing, maintaining, and relocating, as required, the underground service connection at their own expense.
  - b. Existing meters installed at customer sites shall be used to derive basic billing determinants for the Company. The Company may elect to replace an existing Company-owned meter or install additional metering equipment at the customer site to obtain load profile data. The Company shall purchase, install and operate all meters and metering equipment that is necessary to provide the basic billing determinants and load profile data consistent with the customer's Service Classification as required for Company purposes. If a meter or service entrance equipment has been found to be tampered with, or a theft of service has occurred the Company may charge the Customer its costs and expenses for investigating, repairing and replacing the meters and associated service equipment and the Company's costs and expenses for removing the meter and installing it in a secure location.
- II. Meter Owned by Customer, Installed and Maintained by the Company:
  - a. Large Commercial and Industrial Time-of-use customers (not third parties) with greater than or equal to 500 kW single point (non-aggregated) average monthly billing demand have the option of owning a Commission-approved meter compatible with the Company's metering infrastructure with the Company retaining sole control of that meter. Such metering shall be installed, operated and maintained by the Company at the customer's expense. The customer shall be responsible for all costs or expenses incurred by the Company and associated with the request to own a meter. Customers must contact the Company to obtain an application for meter ownership. A written meter application, completed by the customer, shall serve to notify the Company of the customer's election to own their meter.

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

## GENERAL INFORMATION

### 3. Service Connections/Meters: (Cont'd.)

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

##### II. Meter Owned by Customer, Installed and Maintained by the Company: (Cont'd.)

- b. Customers, as specified in paragraph 3.A.I.b above, shall not be charged the monthly Meter Ownership Charge applicable to the customer's Service Classification and voltage level.
- c. Any customer may request the installation of a Commission-approved meter compatible with the Company's metering infrastructure which provides other than the basic billing determinants consistent with the customer's service classification. Such metering, subject to the availability of equipment, shall be installed, operated and maintained by the Company at the customer's expense.
- d. Only Commission-approved meters compatible with the Company's metering infrastructure shall be installed. The infrastructure requirements include compatibility with the Company's meter reading systems, meter communication systems, billing, testing procedures, maintenance requirements, installation specifications and procedures, and security and safety requirements.
- e. The Company shall perform any operations, including, but not limited, to programming, installing, reading, disconnecting, reconnecting, sealing, testing, maintenance, and removing meters and metering equipment in connection with providing service to the customer.
- f. The customers shall provide, at their own expense, any communication service and equipment necessary to remotely communicate with a customer-owned or requested meter or if the Company requires remote communications to access the unique meter requirements.

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

## GENERAL INFORMATION

3. Service Connections/Meters: (Cont'd.)

A. General: (Cont'd.)

III. Advanced Metering Infrastructure ("AMI") Meter

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

a. AMI Opt-Out Option for Residential Customers

Residential Customers may elect to opt out of receiving an AMI electric meter.

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

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

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

(i) Monthly Meter Reading Charge for AMI Opt-Out Customers  
A continuing monthly meter reading charge of \$13.47 will be assessed to cover the manual meter reading costs.

B. Outdoor Meters:

The Company requires an applicant for service to install its service wiring so that the meter is accessible to the Company employees from the outside of the applicant's building. The cost of the installation of facilities to accept an outdoor meter, or to relocate an existing non-accessible meter, shall be borne by the customer. The Company's authorized employees shall have the ability to access and seal the metering equipment. Meters shall be installed outside, unless approved by the Company.

## GENERAL INFORMATION

3. Service Connections/Meters: (Cont'd.)

C. Company Property/Meters:

The rules below apply in the case of Company-provided or Company-controlled meters.

1. Any appliances or devices furnished, excluding meter enclosures, which by tariff, are customer owned, at the expense of the Company shall remain its property and may be removed by it at any time on the termination or the discontinuance of service.
2. The Company retains sole control of customer- owned meters which may be removed by the Company at any time on the termination or the discontinuance of service, or for defects or conditions which interfere with normal Company operations.
3. The customer shall be responsible for the safekeeping of the property of the Company on its premises and shall take all reasonable precaution against unlawful interference with such property.
4. Customers who own their meter may relinquish ownership to the Company if the Company agrees. They shall be responsible for all expenses incurred by the Company as a result of this request.
5. A meter removal charge of \$150 shall be assessed to any customer who requires the Company to relocate a customer-owned meter.
6. In order to protect its equipment and service, the Company may furnish and install main fuses, wherever applicable, and is authorized to and shall seal the service switch and/or other devices on the customer's premises to prevent access by unauthorized persons. The customer shall not interfere with or alter the Company- or customer-owned meters, seals, or other property used in connection with rendering electric service or permit same to be done by other than the authorized agents or employees of the Company. Damage caused directly or indirectly by the customer to the Company's property shall be paid for by the customer. Damage to or removal of the Company's seals may be considered as sufficient reason for discontinuance of service to a customer until the Company has received satisfactory assurance that its equipment shall be free from future interference. Discontinuance of residential service shall 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 discontinuance.

D. Changes in Customer's Equipment:

The Company shall be notified by the customer in writing before any change is made in the load characteristics of the customer's equipment. The Company may refuse its service to, or remove its service from, any installation which in the judgment of the Company shall injuriously affect the operation of the Company's system or its service to others.

## GENERAL INFORMATION

3. Service Connections/Meters: (Cont'd.)

E. Inspection and Examination of Company- and Customer-Owned Apparatus:

1. Access to Premises:

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

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

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

2. Duty to Inspect:

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

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

## GENERAL INFORMATION

3. Service Connections/Meters: (Cont'd.)

E. Inspection and Examination of Company- and Customer-Owned Apparatus: (Cont'd.)

3. Meter Testing:

The Company shall maintain and test Company- or customer-owned meters according to the Company's internal operating practices and the PSC's rules and regulations. Customers may request the Company to make special, unscheduled tests of the accuracy of an installed meter at the customer's expense. The Company may elect to test the meter in place at the customer's site or at the Company's central test facility.

4. Penalty:

A non-residential customer who, at any time, directly or indirectly prevents or hinders a duly authorized officer or agent of the Company from entering the premises, or from making an inspection or examination, at any reasonable time, may be billed a \$100 penalty charge for each such offense as provided in Section 65(9)(b) of the Public Service Law.

5. 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 utility Company- or customer-owned meters and/or equipment.

F. Right of Way:

If required by the Company, the customer shall provide, without charge, a suitable right of way from the Company's distribution lines to the customer's service entrance.

G. 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.

## GENERAL INFORMATION

3. Service Connections/Meters: (Cont'd.)

G. Historic Meter Read and Billed History Data: (Cont'd.)

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.

Historic meter read data shall include: account number, premise address, tax district, meter multiplier, service point identifier, meter number, read date, meter reading, consumption and demand, as applicable, for each billed period, and type of meter read (company, customer, or estimated). Historical meter read data for time-of-use meters shall indicate consumption for peak and off peak hours; demand meters indicate consumption and demand; and time-of-use demand meters indicate consumption and demand for peak and off-peak hours. Usage requests which exceed the Company's basic billing determinants, consistent with the customer's Service Classification, dynamic profile information, or static profile information, the Company shall cooperate with the customer to provide the specific data, if available, for a fee. The Company shall calculate and provide the fees involved with this special request.

Additional information not listed above, may be requested by the customer. The Company shall provide such information, if available, to the customer. The Company shall, within five calendar days:

- (i) furnish to the requesting party the additional information; or
- (ii) specify when the data shall be available and the cost associated with the request; or
- (iii) notify the requesting party that the data is not available.

H. 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 electricity 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.

## **GENERAL INFORMATION**

3. Service Connections/Meters: (Cont'd.)

I. Meter Reading:

1. The Company shall perform meter readings in accordance with established reading cycles and current practices. If the Company is unable to obtain an actual reading, a customer supplied reading shall be accepted or an estimated read may be established by the Company. Requests for special meter readings must be made in advance of the requested read date, and in accordance with the current business practices.
2. If a customer requests the Company to provide a meter reading on a day other than the scheduled meter read date ("Special Meter Read") and the Company can accommodate the request, the customer shall be charged a \$20 fee per location, per trip, each time the customer requests a meter reading on other than the scheduled reading date. Requests for a Special Meter Read must be made in advance of the requested read date in accordance with current business practices.

J. Change of Service Connection Location:

Any change in the location of a service connection, provided such change is approved by the Company, shall be made in accordance with Paragraph 6. If required, the owner or occupant of the premises must deposit in advance with the Company a sum sufficient to pay the estimated cost of such change.

K. Metering of Multiple Dwelling Units:

(1) General

Except as provided for in P.S.C. No. 120, Rule 2, electric service shall not be supplied for resale, remetering (or submetering) or other redisposition.

On and after January 1, 1977, residential dwelling units shall be separately metered. Electric service shall not be provided to rent-inclusive residential buildings where the internal wiring has not been installed prior to January 1, 1977.

a. Master Metering Option for Senior Living Facilities

Senior Living Facility, Defined: A Senior Living Facility ("SLF") is defined as a housing facility for senior citizens where the configuration resembles traditional apartment units. An SLF, by itself, serves the particular needs of senior citizens, with most or all services provided for a monthly fee.

Master Metering Option: A SLF being newly constructed may choose master metering of the entire facility instead of having each dwelling unit separately metered.

Conversion: A SLF that was constructed with each dwelling unit separately metered may convert the facility's metering configuration to master metering. All costs associated with a conversion shall be borne by the SLF. Any costs incurred by the Company to accommodate the conversion shall be charged to the SLF in accordance with the provisions of Rule 6 of this Schedule, Charges for Special Services.

Issued by: Jeremy Euto, Vice President – Regulatory, Binghamton, New York

## GENERAL INFORMATION

### 3. Service Connections/Meters: (Cont'd.)

#### L. Motor Starting Currents:

Unless specifically approved by the Company because of available capacity, no motor shall be operated with motor starting currents in excess of the following:

<b>SINGLE PHASE MOTORS</b>		
<b>Service Voltage</b>	<b>Max. Starting Current per Step</b>	<b>Max. Equiv. Rating of Air Conditioner or Heat Pump BTUH</b>
120 Volts	50 Amperes	10,000
208 or 240 Volts	60 Amperes for 2 HP Motor	20,000
208 or 240 Volts	80 Amperes for 3 HP Motor	25,000
208 or 240 Volts	120 Amperes for 5 HP Motor	40,000

  

<b>THREE PHASE MOTORS</b>		
<b>Service Voltage</b>	<b>Max. Starting Current per Step</b>	<b>Max. Equiv. Rating of Air Conditioner or Heat Pump BTUH</b>
208 or 240 Volts	100 Amperes for 2 HP Motor	40,000
208 or 240 Volts	130 Amperes for 7 1/2 HP Motor	50,000
208 or 240 Volts	160 Amperes for 10 HP Motor	75,000
208 or 240 Volts	230 Amperes for 15 HP Motor	150,000
480 Volts	50 Amperes up to 5 HP Motor	40,000
480 Volts	65 Amperes for 7 1/2 HP Motor	50,000
480 Volts	80 Amperes for 10 HP Motor	75,000
480 Volts	115 Amperes for 15 HP Motor	150,000

All motors of five horsepower or less connected to the Company's lines shall normally be single phase, and motors over five horsepower shall normally be three phase, but the customer should contact the Company in advance to ascertain the applicable conditions.

### 4. Billing and Collections:

#### A. When Bills Are Due:

Bills of the Company, are due: 1) upon receipt; or 2) if mailed, three days after mailing; 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 the rate of 1 1/2% 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

### 4. 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:

- i. 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.
  1. 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 one of the following Rules, the regular interval may exceed 75 days:
    - a. a Quarterly Payment Plan as provided in Rule 4.C.2 herein; or
    - b. a customer that is billed bi-monthly (e.g., a customer that takes service under Service Classification No. 2 and meters are read bi-monthly); or
    - c. a customer that takes service under Service Classification No. 1 or Service Classification No. 8 and elects Seasonal service.
  2. 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).
  3. As provided in General Rule 4.B. above, the Late Payment Charge shall be assessed 23 days after the date on which the bill is rendered.
  4. A Community Distributed Generation ("CDG") satellite customer, as described in Rule 37, who has not received an invoice 75 days from the end of the Host's applicable billing period, shall receive a credit of \$10 on their invoice. The customer shall receive an additional \$10 credit for each month beyond the initial 75-day period that the CDG credits are applied, and invoiced ("Monthly Credit").
    - a. Monthly Credits shall not be provided in instances where the delay in credit allocation is caused by the CDG Host not providing the Company with a timely up-to-date subscriber list and/or allocation form, metering data inputs, or other factors not within the Company's control.

## **GENERAL INFORMATION**

4. Billing and Collections: (Cont'd.)

2. 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:

Where readings are scheduled for bimonthly intervals, the Company shall render interim bills calculated from the best data available. On request, the Company shall 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 shall be prorated on the basis of a 30-day billing period.

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

## GENERAL INFORMATION

4. Billing and Collections: (Cont'd.)

E. Termination of Service

1. Notice of Termination – Time

- (a) Residential - The Company may terminate the supply of electricity 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.
- (b) Non-Residential - The Company may terminate the supply of electricity:
  - (1) at least five days after a final termination notice has been served personally upon the customer; or
  - (2) at least eight 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
  - (3) at least five days after the customer has either signed for or refused a registered letter containing a final termination notice, addressed to customer at premises where service is rendered.

If the customer in Rules (a) or (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 4.E.(2)(a).

## GENERAL INFORMATION

### 4. Billing and Collections: (Cont'd.)

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

##### 1. Notice of Termination – Time (Cont'd.)

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

1) The Company may terminate the supply of electricity due to default when the customer:

- (i) 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
- (ii) fails to pay amounts due under a deferred payment agreement; or
- (iii) fails to pay a lawfully required security deposit in accordance with Rule 4.L.; or
- (iv) fails to comply with a provision of the Company's schedule which permits the Company to refuse to supply or to terminate service; or
- (v) 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.

## GENERAL INFORMATION

4. Billing and Collections: (Cont'd.)

E. Termination of Service (Cont'd.)

1. Notice of Termination – Time (Cont'd.)

(c) Additional Non-Residential Conditions for Termination: (Cont'd.)

(2) The Corporation 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 Corporation:

- (i) 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;
- (ii) has rendered a written unmetered service bill, pursuant to applicable billing provisions of the Public Service Commission;
- (iii) 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 Corporation will continue service, which may include the payment by cash, certified check, or money order within two hours, of some portion of the bill up to, but not exceeding, 50 percent; and
- (iv) has not received the required payment.

## GENERAL INFORMATION

### 4. 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 non-technical language:
  - (1) the reason for service termination;
  - (2) 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;
  - (3) 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;
  - (4) the availability of Corporation procedures to consider customer complaints prior to termination, including the address and telephone number of the office of the Corporation the customer may contact in reference to his account; and
  - (5) the earliest date on which termination may be attempted; and
- (b) have printed on the fact thereof in a size type capable of attracting immediate attention, the following:

"THIS IS A FINAL TERMINATION NOTICE. TO AVOID  
INCONVENIENCE, BRING THIS NOTICE TO THE ATTENTION  
OF THE CORPORATION WHEN PAYING THIS BILL."

- (c) include a summary to residential customers as prepared or approved by the Public Service Commission stating the protections available to them together with a notice that any customer eligible for such protections should contact the Corporation.
- (d) non-residential termination notices will, in addition to the above, include:
  - (i) a statement that Commission procedures are available for considering customer complaints when a customer is not satisfied with the Corporation's handling of the complaint, and including the address and phone number of the Commission;
  - (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 of Corporation 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 24 months, paid with a check that was dishonored.

## GENERAL INFORMATION

### 4. Billing and Collections: (Cont'd.)

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

##### 2. Notice of Termination – format (Cont'd.)

- (e) A final notice of termination may not be issued to a non-residential customer unless at least 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 Public Service Commission has been rendered;
  - (ii) when the charge that the customer has failed to pay is the installment amount due in accordance with a deferred payment agreement.
- (f) A final notice of termination will not be sent while a complaint is pending before the Corporation or the Commission for non-payment of the disputed charges or for any other reason that is the subject of the complaint, as provided by Section 4.F. of this tariff. Nothing in this Part bars the utility from sending such notice for non-payment of undisputed charges or for reasons not at issue in the complaint.
- (g) The Corporation will not terminate service while a complaint is pending before the utility or the Commission and for fifteen calendar days after resolution by the Corporation or by the Commission 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 4.F. of this tariff. Nothing in this Part bars a utility from termination for non-payment of undisputed charges or for reasons not at issue in the complaint.
- (h) The Corporation will not terminate a non-residential service more than 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 Corporation will not terminate service more than 90 calendar days after issuance of the final termination notice unless it has, during that time, issued a termination reminder notice.

## GENERAL INFORMATION

4. Billing and Collections: (Cont'd.)

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

3. Verification of Delinquent Account Prior to Termination:

The Company shall 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 Section 4.E.1.; and
- (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 Section 4.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 shall 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 4.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 a.m. and 4:00 p.m.

- (b) Non-residential - The Company shall not terminate service, except as provided by Rule 4.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.

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

## GENERAL INFORMATION

4. Billing and Collections: (Cont'd.)

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

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 Public Service Commission with regard to the charges demanded, the Company's field representative shall make a reasonable effort to verify this information with a Company's 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 deferred payment agreement pursuant to Section 4.G of this tariff, for the full amount that forms the basis for a scheduled termination and offers payment of the required downpayment 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 deferred payment agreement, and the customer agrees to do so and offers payment of the required downpayment, 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 agreement within the specified time.
  - (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 paragraphs (b) or (c) of this subdivision.
  - (e) Whenever payment is made at the time of termination, the Company's field representative shall provide a 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.

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

## GENERAL INFORMATION

4. Billing and Collections: (Cont'd.)

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

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 shall not be 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.

(b) Two Family Dwellings

The Company shall 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) Rules 4.E.3 through 4.E.8 shall 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 Rules 4.E.9(a) and 4.E.9(b) shall be provided not less than 30 days before the intended termination.

(e) The Company shall not terminate residential service on any given day when the temperature is forecasted to be at or above 85 degrees Fahrenheit in a customer's geographic operating region. The forecast to be used shall be provided by the United States National Weather Service.

## GENERAL INFORMATION

4. Billing and Collections: (Cont'd.)

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

10. When There Is No Customer  
Applicability:

- (a) Nothing in this section shall affect a 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 shall require service for a period of less than one week, provided that the Company makes a reasonable effort to notify the user and to 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 and no more than 30 calendar days before disconnection;
  - (iv) as permitted by Rule 11 of this part.
- (b) Nothing in this section shall affect a utility's obligation to comply with the additional requirements set forth in Rule 9 of this part relating to termination of service to multiple dwellings and two family homes.

11. Emergency Disconnections:

The Company shall 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;
- (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 shall 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 shall 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.

## GENERAL INFORMATION

4. 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

NYSEG 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 NYSEG that the ESCO has notified its current non-residential customers and will notify its future non-residential customers that NYSEG is permitted to disconnect the customer for non-payment of the ESCO charges. The ESCO will indemnify NYSEG 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 NYSEG's distribution service.

Residential Customers

NYSEG, 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 NYSEG's distribution service.

Issued in compliance with order in Case 05-M-0453 dated 12/27/05.

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

## **GENERAL INFORMATION**

4. Billing and Collections: (Cont'd)
  - E. Termination of Service: (Cont'd)
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, terminations during cold weather, and terminations during extreme heat. 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.

Issued by: Jeremy J. Euto, Vice President – Regulatory, Binghamton, NY

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#### **GENERAL INFORMATION**

4. Billing and Collections: (Cont'd)  
E. Termination of Service: (Cont'd)

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Issued in compliance with order in Case 05-M-0453 dated 12/27/05.

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

## GENERAL INFORMATION

### 4. 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 Public Service Commission rules contained in 16NYCRR Sections 11.20, 12, 13.15, 143.8 and 143.9.

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 deferred payment agreement with specific terms as required by 11.10 of 16 NYCRR which sets forth in detail the following procedures.
  - (i) All residential customers and applicants are eligible for an agreement unless the customer has broken an existing deferred payment agreement which required payment over a period at least as long as the standard agreement described below, or the Public Service Commission 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 an agreement that was for a shorter period than the standard agreement.
  - (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 be required. The Company shall treat all such information confidentially.

ISSUED BY: Jeremy J. Euto, Vice President – Regulatory, Binghamton, New York

## GENERAL INFORMATION

### 4. Billing and Collections: (Cont'd)

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

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

###### (iii) (Cont'd):

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 4.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  $\frac{1}{2}$  of one month's average usage, whichever is greater, unless such amount is less than the cost of  $\frac{1}{2}$  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  $\frac{1}{2}$  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 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.

- (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 4.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.

ISSUED BY: Jeremy Euto, Vice President – Regulatory, Binghamton, New York

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#### **GENERAL INFORMATION**

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#### **GENERAL INFORMATION**

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## GENERAL INFORMATION

4. Billing and Collections: (Cont'd.)

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

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) An electric customer who, during the previous 12 months, had a combined average monthly billed demand for all its accounts with the Company in excess of 20 kW, or who registered any single demand or any account in excess of 40 kW; 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.

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 will 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

4. 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 4.L; 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 4.G.(2)(a).

Issued by: Jeremy J. Euto, Vice President – Regulatory, Binghamton, NY

## GENERAL INFORMATION

4. 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 Company must receive the signed DPA/EDPA 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 4.E.2.(e)(ii).

Issued by: Jeremy J. Euto, Vice President – Regulatory, Binghamton, NY

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## **GENERAL INFORMATION**

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## GENERAL INFORMATION

#### 4. Billing and Collections: (Cont'd.)

G. Deferred Payment Agreement: (Cont'd.)

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

(e) Non-Residential Customer Payment Agreement - Form: (Cont'd)

**SCHEDULE OF PAYMENTS -** This schedule is for payments on the past due balance or security deposit. In addition to these payments, your current bills must also be paid when due.

## PAYMENT AGREEMENT RULES

**DOWN PAYMENT:** The down payment required by this agreement shall be 30 percent of the past due bill or twice the cost of an average one month bill, whichever is greater, plus the full amount of any past due charges billed after the issuance of the termination notice.

**DOWN PAYMENT AFTER FIELD VISIT:** If NYSEG makes a field visit to physically disconnect service, the down payment shall be 50 percent of the past due bill or four times the cost of an average one month bill, whichever is greater, plus the full amount of any past due charges billed after the issuance of the termination notice.

INSTALLMENTS: The balance of the past due bill, after making the down payment, will be paid in monthly installments up to the cost of an average one month bill or one-sixth of the remaining balance, whichever is greater.

**SECURITY DEPOSITS:** Payment agreements for security depositions require a down payment of 50 percent of the deposit with the balance payable in two monthly installments.

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

## GENERAL INFORMATION

### 4. Billing and Collections: (Cont'd.)

#### H. Reconnection of Service:

When a customer's service is terminated in accordance with Rule 4.E.1 for non-payment of bills, the Company reserves the right to refuse to furnish service to:

- (a) A residential customer at the same or any other location until:
  - (1) The Company receives the full amount of arrears for which service was terminated; or
  - (2) The Company and the customer reach agreement on a deferred payment plan and the customer pays a down payment, if required; or
  - (3) The Commission or its designee so directs; or
  - (4) 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
  - (5) 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.
  - (6) 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 4.E.(12) of this Schedule, Termination of Service in Regard to the Purchase of ESCO Accounts Receivable Program (POR).
- (b) 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:
  - (1) 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
  - (2) The Company and customer reach agreement on, and sign, a deferred payment agreement for the amounts set forth in 4.G above and the customer pays a down payment if required; or

## GENERAL INFORMATION

### 4. Billing and Collections: (Cont'd.)

#### H. Reconnection of Service:

##### (b) Cont'd

- (3) 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
- (4) 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
- (5) 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
- (6) The Commission or its designee directs service to be reconnected.

## GENERAL INFORMATION

### 4. Billing and Collections: (Cont'd.)

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

- (c) 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).
- (d) 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 repayment plan.

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

Reconnection charges will be as follows:

Reconnection DURING normal working hours	\$13.00
Reconnection AFTER normal working hours	\$33.00

## GENERAL INFORMATION

4. Billing and Collections: (Cont'd.)

I. Meter Reading and Estimated Bills:

The rules below apply in the case of NYSEG-provided or NYSEG-controlled meters.

1. Meter Reading **Non-Residential** Customers:

- (a) The Company shall make a reading attempt, to obtain an actual reading for every non-residential customer's account, on a regularly scheduled basis as provided for under Rule 4.D.
- (b) A reading attempt requires that an authorized Company Representative visit the premises between 8:00 a.m. and 5:00 p.m. 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 meter reading attempt and where the two previous consecutive cycle bills were not based upon an actual meter reading, the Company shall make a second similar follow-up reading as soon as possible and within seven calendar days after the scheduled reading date.
- (d) Where the Company did not obtain an actual meter reading from the meter(s) of accounts billed for metered demand at the time of a regularly scheduled or follow-up reading attempt, the Company shall make another reading attempt as soon as possible and within seven calendar days after its last attempt.
- (e) 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.
- (f) 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.
- (g) Unless a customer does not have access to the meter or the customer shall 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 for the non-demand meter.

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

## GENERAL INFORMATION

### 4. Billing and Collections: (Cont'd.)

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

##### 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.

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

1. The Company shall limit the period for which estimated bills may be routinely sent to a residential customer to a maximum of four monthly bills (two bi-monthly billings), except in the case of seasonal customers.

2. 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::

- (a) 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
- (b) 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
- (c) 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.

3. 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 or to the person who controls access to the meter offering a special appointment, for meter readings, both during and outside of business hours.

## GENERAL INFORMATION

### 4. Billing and Collections: (Cont'd.)

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

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

###### (b) Estimated Billing – Residential (Cont'd.)

4. If the Company receives no response after bills representing eight months or four billing periods of consecutively estimated bills, whichever is greater, 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 will be added to the next bill rendered to the person who controls and refuses to provide access to the meter. No charge will be imposed if an appointment is arranged and kept.
  - (a) If the person who controls access to the meter fails to arrange an appointment in response to a second request and the Company is unable to obtain an actual meter reading, the \$25.00 will 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 will be charged \$25.00 on his account at the premises.
  - (b) 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 Commission directive, the Company will 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.
5. 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..
6. Where the Company has submitted an estimated bill or bills to a residential customer that underestimate the actual amount of money owed by such customer for the period when estimated bills were rendered by more than 50% or \$100, whichever is greater, the Company will 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.

## GENERAL INFORMATION

4. Billing and Collections: (Cont'd.)

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

2. Estimated Bills: (Cont'd.)

(b) Estimated Billing – **Non-Residential**

1. The Company may render an estimated bill for a regular cycle billing period only when:
  - (a) the Company has failed to obtain access to the meter(s);
  - (b) 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;
  - (c) 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;
  - (d) circumstances beyond the control of the Company prevented the meter reader from making a premises visit;
  - (e) 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;
  - (f) an estimated reading has been prescribed or authorized by the Commission for a particular billing cycle;
  - (g) an estimated reading is the approved billing method in accordance with the Company's tariff for the billing; or
  - (h) an unmetered condition was in existence during the period.

2. No Access Procedure

- (a) The Company shall begin providing no access notices to the access controller as described in this subdivision commencing with:
  - (i) the second consecutive monthly or first bi-monthly bill estimated pursuant to either subparagraph 1(a) or (b) of this section in the case of accounts billed for demand;
  - (ii) the fourth consecutive monthly or second consecutive bi-monthly bill estimated pursuant to either subparagraph 1(a) or (b) of this section in the case of accounts not billed for demand; or
  - (iii) the tenth consecutive monthly or fifth consecutive bi-monthly bill estimated pursuant to subparagraph 1(a) or (b) of this section or based on a remote registration device or a customer reading.

## GENERAL INFORMATION

### 4. Billing and Collections: (Cont'd.)

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

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

###### (b) Estimated Billing – **Non-Residential**

###### 2. No Access Procedure (Cont'd.)

(b) 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.

(c) The series of no access notices shall be as follows:

(i) 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 Corporation 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 the utility 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 utility has not been provided access to the customer's meter as required.

(ii) 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

4. Billing and Collections: (Cont'd.)

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

2. Estimated Bills: (Cont'd.)

(b) Estimated Billing – **Non-Residential**

2. No Access Procedure (Cont'd.)

(c) The series of no access notices shall be as follows:(Cont'd)

(iii) 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 will be paid by the access controller.

(d) A no access charge as provided by Rule 3.E.4. will not exceed \$100.

(e) No more than \$100 per building or premises will be added to any single bill of the access controller even though more than one meter is located there.

(f) The Company may, at its discretion, suspend temporarily the issuance of no access notices and/or penalties under this subdivision 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

### 4. Billing and Collections: (Cont'd.)

#### J. Backbilling:

##### **Residential**

1. The Company shall 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 Corporation 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.
2. 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:
  - (a) Failure to bill correctly was caused by the customer's culpable conduct;
  - (b) Failure to bill correctly as not due to the neglect of the Company;
  - (c) Such adjustment is necessary to adjust a budget payment plan; or
  - (d) There was a dispute between the Company and the customer concerning the charges for service during the 12-month period.
3. Where the Company has submitted an estimated bill or bills to a residential customer that underestimate 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 (b), (c), and (d) of this section, will be made within four months of the final resolution of the billing dispute.
4. 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.

## GENERAL INFORMATION

### 4. Billing and Collections: (Cont'd.)

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

##### **Residential (Cont'd.)**

5. 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 utility to render a timely or accurate billing.

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

1. Notice:
  - (a) 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 24 month period, a statement setting forth the reason(s) the utility did not limit the backbill under subdivision 3 of this section.
  - (b) Every backbill will contain the applicable billing information as required by the Public Service Commission.
  - (c) 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 shall 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.
  - (d) A backbill will be accompanied by an offer of a deferred payment agreement, in accordance with Section 4.G. of this tariff, if applicable.
2. Limitations on Backbill Rendering:
  - (a) 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.
  - (b) 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 utility 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.

## GENERAL INFORMATION

4. Billing and Collections: (Cont'd.)

J. Backbilling: (Cont'd.)

**Non-Residential (Cont'd.)**

2. Limitations on Backbill Rendering: (Cont'd.)

- (c) The Company shall render a downwardly revised backbill as soon as reasonably possible and within two months after the utility becomes aware that the first backbill was excessive.
- (d) 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 Corporation failed to obtain and retain one.

3. Limitations on Backbilling Period

- (a) When the failure to bill at an earlier time was due to Company deficiency, the Company shall not bill a customer for service rendered more than 12 months before the utility 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.
- (b) The Company shall not bill a customer for service rendered more than 24 months before the Corporation 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.

4. Rebilling of Estimated Demand:

- (a) The Company shall not upwardly revise an estimated demand unless it can demonstrate that, for the period during which the demand was estimated, it complied with the meter reading requirements and the no access procedures.
- (b) All revised demands will be based on the best available information including the customer's present and historical energy consumption and load factor.
- (c) No revised demand will exceed 95 percent of the subsequent actual demand, unless the Company has, along with the estimated demand bill, offered a special appointment to read the meter, and the customer failed to arrange and keep such appointment, in which case the estimated demand may be revised up to the level of the subsequent actual demand.

## GENERAL INFORMATION

4. Billing and Collections: (Cont'd.)

J. Backbilling: (Cont'd.)

**Non-Residential (Cont'd.)**

4. Rebilling of Estimated Demand: (Cont'd.)

- (d) The Company shall downwardly revise any estimated demand that exceeds the subsequent actual demand, within 30 calendar days after such actual demand was obtained.
- (e) The Company may only upwardly revise an estimated demand within 60 calendar days after the subsequent actual demand was obtained.

K. Plurality of Services:

1. General Rule

All service to a customer's premises shall be rendered through a single service lateral and meter.

The conditions and circumstances enumerated in Rules 4.K.1 and 4.K.2 provide for the exceptions to the General Rule.

2. Multiple Meters – Combined Billing

The rates set forth in the individual service classifications in the respective schedules for electric 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 in the following instances:

- (a) When two or more service connections are necessary to provide service at the least expense to the Company;
- (b) When, in order to render proper and reliable service without undue interruptions, more than one service connection is necessary and a meter or meters are connected with each service connection.

## GENERAL INFORMATION

4. Billing and Collections: (Cont'd.)

K. Plurality of Services: (Cont'd.)

3. Separate Meters – Separate Billing

At the Company's option, the Company shall install as many meters as a customer shall reasonable require because of unique physical or load conditions, provided that the circuit or circuits connected to each meter are kept separate from all other circuits. The service rendered through each of such meters shall be computed separately and billed on the applicable filed Rate Schedule. The installation of an additional meter at a building under his provision shall not entitle an applicant or customer to an additional allowance under Rule 2.B.(5) and 2.B.(6) of P.S.C. No. 119 – Electric.

Additional meters shall not be installed for the purpose of qualifying the customer's load for service under a different service classification than that otherwise applicable under Rule 4.K of P.S.C. No. 119 – Electric.

L. Customer Deposit:

1. Deposit Requirements

**Residential**

(a) The Company may require a customer deposit from:

- (i) Seasonal or short-term residential customers taking service for a term that does not exceed one year; or
- (ii) Applicants who do not provide proof of their identity upon application for service; or
- (iii) A customer 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:
  - (aa) accumulates two consecutive months of arrears without making reasonable payment, defined as  $\frac{1}{2}$  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
  - (bb) had utility service terminated for non-payment during the preceding six months.

Customers included in Rule 4.L.1 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

### 4. Billing and Collections: (Cont'd.)

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

##### 1. Deposit Requirements –

###### **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 twelve months for previously unbilled charges for service through tampered equipment.

(b) The Company shall offer an existing customer, from whom a deposit is required under Rule 4.L.1.(a)(1) or (2), 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 Corporation 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

4. Billing and Collections: (Cont'd.)

L. Customer Deposit: (Cont'd.)

2. Deposit Calculation

**Residential**

Deposits from applicants and customers may not exceed two times the estimate average monthly bill for a calendar year except in the case of electric space heating customer 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 will 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 will 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 will 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

4. Billing and Collections: (Cont'd.)

L. 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 4.L.2.(b). 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 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 4.L.6.

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 utility may lawfully require in accordance with Rule 4.L.6.

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, in the form specified by the Company.

5. Interest:

The Company shall allow to each such depositor simple interest at a rate per annum prescribed by the Public Service 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.

## GENERAL INFORMATION

4. Billing and Collections: (Cont'd.)

L. Customer Deposit: (Cont'd.)

5. Interest (Cont'd.):

(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. Deposit Return:

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:

the Company shall return a non-residential deposit or portion thereof plus the applicable interest in accordance with, Rule 4.L.1.(a), 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 non-residential subparagraph 1.A.(2) of this section; or

## GENERAL INFORMATION

4. Billing and Collections: (Cont'd)

L. Customer Deposit: (Cont'd)

6. Deposit Return: (Cont'd)

- (3) a review pursuant to Rule 4.L.3 of this section shows that deposit reduction is warranted.
- (c) A deposit or portion thereof plus the applicable interest that is subject to return under Rule 4.L.5:
  - (1) shall be credited to the account it secured in the amount of any outstanding charges;

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 such 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.

- (d) A residential customer shall promptly receive such refund of the deposit as stated herein by reason of non-delinquency for a one-year period from the payment of the deposit.
- (e) For non-residential customers:
  - (1) The Company shall return a non-residential deposit or portion thereof plus the applicable interest in accordance with Rule 4.L.5 as soon as reasonably possible, but no more than 30 calendar days after:
    - (i) the day an account is closed;
    - (ii) 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 Rule 1.A.(2) of this section; or
    - (iii) a review pursuant to this section shows that deposit reduction is warranted.
  - (2) A deposit or portion thereof plus the applicable interest that is subject to return under Rule 4.L.3.
    - (i) shall be credited to the account it secured in the amount of any outstanding charges;

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

## GENERAL INFORMATION

4. Billing and Collections: (Cont'd.)

L. Customer Deposit: (Cont'd.)

6. Deposit Return: (Cont'd.)

- (ii) may be credited to the account it secured in the amount of the next projected cycle bill, if applicable; and
- (iii) may be credited to any other account of the customer not secured by a deposit, in the amount of the arrears on that account.

(f) If a balance remains after the Company has credited the customer's account(s) in accordance with Rule 4.L.6, a refund check shall be issued to the customer.

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.

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

7. Termination of Service:

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

8. 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 or customer it knows is 62 years of age or older unless such customer has had service terminated by the Corporation for nonpayment of bills within the preceding six months.

9. New Applicant Deposit Complaint:

The Company shall extend service to any new applicant for service who has initiated a complaint on a deposit requested by the Company and shall 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.

## GENERAL INFORMATION

4. Billing and Collections: (Cont'd.)

M. 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 electric 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 Rule 3.H. Meter Reading, 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 electric 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.

N. 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.

O. Shared Meters:

In accordance with 16 NYCRR Sections 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 shall 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 shall 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.

## GENERAL INFORMATION

4. Billing and Collections: (Cont'd.)

P. Budget Billing:

(1) Residential

(a) 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 shall be estimated at the applicable unit prices for estimated usage in the next 12 months. Each month for 12 months, commencing with the next monthly billing cycle, the customer shall be billed a "budget" amount equal to 1/12 of such estimated annual billing.

During the plan year the customer's actual use shall 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 shall apply the excess as credit against future bills or shall refund the excess paid.

In order to minimize the amount of over or under payment to be adjusted on the 12th 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 shall 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.

(b) A new applicant or existing customer may initially apply for budget billing at any time, in which event the Company shall 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 shall be charged or credited to the budget settlement bill.

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

The actual bill for customers shall be computed in accordance with the applicable service classification. The late payment charge for residential customers shall be calculated at the rate of 1½% per month on all budget billed amounts not paid by the past due date indicated on the bill.

## GENERAL INFORMATION

4. Billing and Collections: (Cont'd.)

P. Budget Billing: (Cont'd.)  
(1) Residential (Cont'd.)  
(b) (Cont'd.)

In the event of cancellation of the budget billing plan or the discontinuance of service, any deficiency shall then become due, or if there is an excess, it shall 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 shall be subject to a late payment charge.

(2) Non-Residential

(a) Eligibility:

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

- (i) customers who have less than 12 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 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 4.P.(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.

## GENERAL INFORMATION

4. Billing and Collections: (Cont'd.)

P. Budget Billing: (Cont'd.)

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

(b) Budget Billing Plan Shall:

- (i) establish an eligible customer's monthly or bi-monthly budget billing amount which shall take into consideration the best available relevant factors including the Company's standard estimation factors, projected rates, and taxes;
- (ii) compare the actual cost of service rendered, as determined by actual meter readings and any rate 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 shall 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 shall be rendered at the end of the plan year or when the customer requests removal from the budget billing plan or when the utility 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, shall 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.
- (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, the Company shall render a final budget settlement bill, prior to the time of the next cycle bill that is rendered more than 10 business days after the request.

## GENERAL INFORMATION

### 4. Billing and Collections: (Cont'd.)

#### **Q. 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.

#### **R. Metered**

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

#### **S. Consumer Policies Related to Prolonged Outages**

##### 1. Prolonged Outages

The following sets out policies that were established by the Commission's Order issued November 18, 2013, in Case 13-M-0061 regarding Prolonged Outages. A "Prolonged Outage" is defined hereunder as an outage resulting from an emergency in which electricity Customers are out of service for a continuous period exceeding three days and in which the 16 NYCRR Part 105 regulations governing utility outage preparation and system restoration performance reviews apply.

If a Widespread Prolonged Outage occurs, as defined in this section under S.2., the provisions hereunder regarding Prolonged Outages are no longer applicable to a customer that is eligible for any type of compensation under the Widespread Prolonged Outage provisions.

- a. Credits to be applied to Customer Accounts under this Schedule in Service Classification Nos. 1, 2, 3, 6, 7, 8, 9, 11, 12, 13 and 14.
  - i. When there is a Prolonged Outage, the Company shall automatically apply a credit to the account of any Customer that the Company knows or reasonably believes was out of service for a period exceeding three days, and upon request, to the account of any Customer that contacts the Company and credibly claims to have experienced an outage of such duration.
  - ii. The credit shall be equal to the Customer Charge for the Customer's Service Classification multiplied by the ratio of the number of days of the service outage (based on the average duration of the service outage, rounded up to the next whole number of days, in the geographic area(s), as appropriate) to 30 days. For Service Classification Nos. 13 and 14, the credit shall be based on the customers otherwise applicable service classification.
  - iii. The above credit shall be applied to the Customer's account no later than 75 days after service is restored.
  - iv. Any such credits shall be excluded from the Company's Delivery Service Revenue Target as provided for in P.S.C. No. 120 - Electricity, Rule 7.

##### b. Collection-related Activities

- i. All collection-related activities including terminations of service for non-payment and assessment of late payment charges, with the exception of issuance of service termination notices and assessment of security deposits, shall be suspended for Customers whom the Company knows or reasonably believes experienced a Prolonged Outage. The suspension shall last for a minimum of seven calendar days from the beginning of a Prolonged Outage.
- ii. If there is a Prolonged Outage in which additional protections are required, as determined by an Order Commission, the suspension shall apply for a minimum of 14 days, for residential Customers located in the designated area. The 14-day suspension shall also apply to any residential or non-residential Customer who notifies the Company and provides evidence that their financial circumstances have changed as a result of the outage.

Issued by: Joseph J. Syta, Vice President, Controller and Treasurer, Binghamton, NY

## GENERAL INFORMATION

### 4. Billing and Collections: (Cont'd.)

#### S. Consumer Policies Related to Prolonged Outages (Cont'd)

##### 2. Widespread Prolonged Outages

- a. Definitions:
  - i. "Widespread Prolonged Outage": An event impacting at least 20,000 customers at the same time and having one or more customers who remain without power for 72 hours or more due to utility-owned equipment unable to provide power.
  - ii. "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.
  - iii. "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.
  - iv. "Reimbursement": Monetary reimbursement in the form of a check.
- b. If a Widespread Prolonged Outage occurs, the Company shall apply a \$25 bill credit to the account of an affected residential customer defined as taking service under P.S.C. No. 120 – Service Classification Nos. 1, 8, or 12, and customers taking service under Standby whose otherwise applicable service classification would be P.S.C. No. 120 - Service Classification Nos. 1, 8, or 12, for each full Subsequent 24-Hour Period following the initial 72 hours that a customer is without electric service.
  - i. A residential customer that remains without electric service for more than 72 hours solely due to an issue with customer-owned equipment is not eligible for the above-mentioned \$25 bill credit.
- c. A residential customer served under P.S.C. No. 120 - Service Classification Nos. 1, 8, or 12, and customers taking service under Standby whose otherwise applicable service classification would be P.S.C. No. 120 - Service Classification Nos. 1, 8, or 12, that experiences a Widespread Prolonged Outage may be eligible for reimbursement for spoiled food and or refrigerated medication.
  - i. 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).
    - a. The amount of reimbursement for food spoiled 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.
    - b. The amount of reimbursement for spoiled refrigerated medication shall not exceed the actual loss of perishable prescription medication.
- d. A customer served under P.S.C. No. 120 - Service Classification Nos. 6 and 9, and customers taking service under Standby whose otherwise applicable service classification would be P.S.C. No. 120 - Service Classification Nos. 6 and 9, or any demand-billed customer whose measured demand was less than or equal to 40 kW during the previous 12-month period, that experiences a Widespread Prolonged Outage may be eligible for reimbursement for spoiled food.

Issued by: Joseph J. Syta, Vice President, Controller and Treasurer, Binghamton, NY

## GENERAL INFORMATION

4. Billing and Collections: (Cont'd.)

**S. Consumer Policies Related to Prolonged Outages (Cont'd)**

2. Widespread Prolonged Outages (Cont'd)

- i. Eligible customers shall provide Proof of Loss within 14 days after the 72<sup>nd</sup> hour of a Widespread Prolonged Outage.
- ii. 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.
- e. 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.

**T. 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 or the Line Extension Surcharge Agreement.

## GENERAL INFORMATION

5. Liability:

A. Continuity of Supply

The Company shall endeavor at all times to provide a regular and uninterrupted supply of service (except where the terms and conditions of a particular Service Classification provide otherwise), but in case the supply of service shall be interrupted or irregular or defective or fail from causes beyond the Company's control (including without limiting the generality of the foregoing, executive or administrative rules or orders issued from time to time by State or Federal officers, commissions, boards, or bodies having jurisdiction), or because of the ordinary negligence of the Company, its employees, contractors, subcontractors, servants, or agents, the Company shall not be liable therefore.

Customers requiring service which is uninterrupted, unreduced or unimpaired on a continuous basis should provide their own emergency or back-up capability.

Notwithstanding the foregoing, Section 4.S governs the Companies' obligation to pay bill credits and reimbursement for spoiled food or medicine following a qualifying Widespread Prolonged Outage.

B. Customer's Equipment

Neither by inspection nor non-rejection, nor in any other way, does the Company give any warranty, expressed or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, conduit, appliances, or devices owned, installed, or maintained by the customer, or leased by the customer from third parties.

C. Company Equipment

The Company shall not be liable for any injury, casualty, or damage resulting in any way from the supply or use of electricity or from the presence or operation of the Company's structures, equipment, wires, conduit, appliances, or devices on the customer's premises, except injuries or damages resulting from the negligence of the Company.

D. Improper Turn Off

In cases where intentional disconnections of individual customers are made in error, the Company shall:

(a) reimburse residential customers served either directly or indirectly for their losses actually sustained, not to exceed \$100 for any one customer for any one incident, as the result of improper turn offs of service lasting more than 12 hours, when such losses consist of the spoilage of food or medicine for the lack of refrigeration.

(b) reimburse non-residential customers served either directly or indirectly for their losses actually sustained, not to exceed \$2000 for any one customer for any one incident, as the result of improper turn offs of service lasting more than 12 hours when such losses consist of the spoilage of perishable merchandise for lack of refrigeration.

Customer claims in the above cases must be made within a 90-day period following the improper turn off incident.

E. Integrated Energy Data Resource

The Company has provided non-anonymized and non-aggregated customer specific data to the State's Integrated Energy Data Resource ("IEDR") pursuant to the New York Public Service Commission's Order Addressing Integrated Energy Data Resource Matters issued on October 13, 2023 in Case 20-M-0082. If such data is improperly released from the IEDR as the result of a cyber-related incident, or inadvertently disclosed by the IEDR administrator or its agents or contractors due to an operational error, the Company will not be liable for such release or disclosure. Consistent with the Commission's policies regarding data ownership, the customer (not the utility), is the owner of the customer's data.

Issued by: Jeremy Euto, Vice President, Regulatory, Binghamton, NY

## GENERAL INFORMATION

### 6. Charges for Special Services:

All work done by the Company at the request of the consumer, in addition to the initial supplying of electric service, shall be charged for on the basis of cost as stated herein:

#### A. Minor Work (less than 1 hour on site):

1. Connecting or disconnecting service outside regular business hours at the request of the consumer shall be charged under the Section of this Schedule entitled "Reconnection of Service".
2. The Company is not ordinarily equipped to inspect, adjust, or repair a consumer's electric service facilities or equipment and such work should be taken care of by a private electrical contractor or qualified repairman. However, when such assistance is not readily available, in cases of emergency or in instances where the Company is on site, equipped and reasonably able to do such work in one hour or less, such work, to minimally restore service, shall be done upon the request of the consumer for \$32.00 during normal working hours or \$43.00 for other hours.

#### B. Other Work (such as):

1. Installation of temporary service or making temporary changes to accommodate consumer's wishes.
2. Relocation of Company-owned, or jointly owned, poles or wire for reasons other than permitting ingress to, or egress from, the consumer's property.
3. Solutions to customer reliability and deliverability issues related to transmission and distribution.

#### C. Cost:

Work shall be done at cost. Cost includes, labor, transportation, material, overhead and stipulated profit or commission as recorded in P.S.C. Account No. 415, as follows:

1. Labor cost shall be the applicable payroll rate including a pro rata share of vacation, holiday, and lost time, related insurance, retirement and tax expenses.
2. Transportation cost shall include the use of vehicles at rates covering operation, maintenance and carrying charges.
3. Material cost shall be at manufacturers' list prices or in the event no such list prices are available, at Company's storeroom cost plus appropriate storeroom overheads and applicable sales taxes, if any.

#### **GENERAL INFORMATION**

6. Charges for Special Services: (Cont'd)
  - C. Cost: (Cont'd.)
    4. Overhead cost shall include supervision, small tools, office costs, engineering, drafting, administration and inspection and shall be applied at the appropriate rate to the foregoing items.
    5. Profit, if any, as mutually agreed upon under contract.
    6. In each instance, during ordinary working hours  $\frac{1}{2}$  hour shall be considered as the minimum and during other hours, the minimum shall  $\frac{3}{4}$  of an hour.

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

## GENERAL INFORMATION

7. Compliance with Directives of the New York Independent System Operator (“NYISO”):

Compliance with directives of the NYISO shall, without limitation by reason of specification, constitute a circumstance beyond the control of the Company for which the Company shall not be liable; provided, however, that the Company shall not be absolved from any liability to which it may otherwise be subject for gross negligence or intentional wrongdoing in the manner in which it carries out the NYISO instructions. (See Rule 5 for general liability.)

Without limiting the generality of the foregoing, the Company may, without liability therefore, interrupt, reduce or impair service to any Customer or Customers in the event of an emergency threatening the integrity of its system, or any other systems with which it is directly or indirectly interconnected, if in its sole judgment or that of the NYISO (Rule 4.E.11), such action shall prevent, alleviate or reduce the emergency condition, for such period of time as the Company, or said NYISO, deems necessary.

8. Compliance with Discontinuance Directives from the New York State Department of Transportation (DOT):

The Company is required to discontinue electric service to illuminated outdoor advertising signs, displays, or devices which have been declared illegal by the DOT under Section 88(8) of the Highway Law. The DOT shall reimburse the Company for the full cost, as defined hereunder in Paragraph 6 - Charges for Special Services, of terminating service to the subject sign, display or device.

Prior to discontinuance the Company must receive from the DOT a written notification and request for discontinuance of service, signed by an authorized DOT official, stating that the sign display or device has been declared a public nuisance, its owner has received 30 days' written notice to remove or conform it with the provisions of Section 88 and that the determination of DOT has not been stayed, modified or revoked. The DOT must also include in its written notification to the Company the anticipated removal date of the subject sign, display or device, and allow the Company up to 15 days following its receipt of written notice to effect the discontinuance of service.

The Company shall discontinue service under this provision only if there shall be no adverse effect on electric service supplied for any other purpose.

## GENERAL INFORMATION

### 9. Distributed Energy Resource (DER) Interconnection Requirements

Applicable to any customer installing a Distributed Energy Resource (DER) unit (e.g. distributed generation or energy storage system) 5 MW or less, connected in parallel with the Company's utility distribution system.

These requirements are not applicable to a DER unit which is not connected to the Company's distribution grid. Compliance with all other tariff provisions, applicable to the Customer is required.

#### A. Definitions

The terms are defined as the New York State Standard Interconnection Requirements and Application Process for New Distributed Generators and/or Energy Storage System 5 MW or Less Connected in Parallel with Utility Distribution Systems, as the same may be revised, modified, amended, clarified, supplemented or superseded, as posted on the NY PSC website at [www.dps.ny.gov/distgen.htm](http://www.dps.ny.gov/distgen.htm), and as set forth within Addendum-SIR of this Schedule.

The Standardized Interconnection Requirements (SIR), including the standard applications and contracts, are set forth within Addendum-SIR to this Schedule.

#### B. Queue Management

1. Applications submitted to the Company shall be subject to the Queue Management process as set forth within Addendum-SIR, Section II, J.

## GENERAL INFORMATION

9. Distributed Energy Resource (DER) Interconnection Requirements (Cont'd.)
  - B. Queue Management (Cont'd.)
    2. Projects that fail to meet the requirements defined in each step shall be removed from the queue with no further action required by the Company.
  - C. Payment  
Payments made by check shall be deemed paid when the checks clear.
  - D. Cost Sharing Mechanisms
    1. Limited Mandatory Interconnection Upgrade Cost Sharing Mechanism  

This methodology applies to projects that do not otherwise meet the requirements for Cost Sharing 2.0 as defined in Rule 9.D.2.

This interim cost sharing mechanism applies to any initial projects that meet all of the following criteria: Use Eligible Technologies.

This mechanism is applicable to projects and technologies interconnecting to the distribution grid under the NYSIRs.

      2. Cost Sharing
        - A. This mechanism is not available to projects that have 100% paid for upgrade costs, or were required to have paid for upgrade costs prior to January 25, 2016. Any project that makes 100% payment of upgrade costs after January 25, 2017, is eligible for cost sharing.
          - a. Specific Eligible Upgrades  
This mechanism applies to upgrades that can be used by more than one project. Specifically, the following technologies are eligible for interim cost sharing:
            - i. Substation 3V0 installation;
            - ii. Substation transformer upgrades; and
            - iii. Other substation-level shared upgrades.
          - b. Minimum Cost Threshold  
The mechanism is limited to eligible upgrades that cost \$250,000 or more.
          - c. Applicability  
This mechanism applies to subsequent projects that shall utilize the upgrades and meet the following criteria:
            - i. Projects 200 kW or Greater in Size – Any subsequent project that is equal to, or greater than, 200 kW at one point of common coupling (PCC) and uses the upgrade shall share in the upgrade cost according to this mechanism.
            - ii. Projects Aggregating to 200 kW or Greater in Certain Situations - Subsequent projects that utilize the upgrades, which are completed by a single developer and are equal to, or greater than, 200 kW in aggregate, and whose applications are filed within eight-months of each other.
            - iii. A developer is defined as the entity that submitted the interconnection application. A single developer includes all legal entities associated or affiliated with a given company, including subsidiaries, LLCs, etc.

Issued by: Joseph J. Syta, Vice President, Controller and Treasurer, Binghamton, NY

## GENERAL INFORMATION

9. Distributed Energy Resource (DER) Interconnection Requirements (Cont'd)
  - D. Cost Sharing Mechanisms (Cont'd)
    1. Limited Mandatory Interconnection Upgrade Cost Sharing Mechanism (Cont'd)
      2. Cost Sharing (Cont'd)
        - d. Payment

The mechanism shall function as follows:

          - i. The initial project that triggers the need for the eligible upgrade pays 100% of the upgrade cost in accordance with the NYSIRs deadlines. The cost sharing mechanism is available after the initial project developer pays 100% of the required upgrade costs. The interconnecting company shall disclose the portion of the total upgrade cost that is eligible for this mechanism to the initial project developer in the CESIR, or in the Preliminary Technical Report or Supplemental Review Report if no CESIR is required.
          - ii. This payment is made to the Company and then passed through to the project developer(s) that have previously paid for the upgrade, minus a Company processing fee. The developer(s) are responsible for any reallocation of received funds to project financiers or owners, per their own business arrangements. For all types of eligible upgrades, the prorated share for projects after the initial triggering project is based on the fraction of each MW project size compared to the total MWs of aggregated projects benefiting from the upgrade to date, including the newest project's MWs. Each project developer's prorated share of the upgrade cost shall be included in the CESIR, or in the Preliminary Technical Report or Supplemental Review Report if no CESIR is required.
          - iii. The Company shall deduct a processing fee from each subsequent developer check issued after the initial developer pays 100% of the upgrade costs. This \$750 administrative fee may be reassessed if it is proven inadequate in practice.

e. Cost Sharing Limit

The cost sharing of an upgrade shall end when one of the conditions below is met:

- i. Maximum Capacity

When the capacity of the upgrade is exhausted by projects, this limited mandatory interconnection cost sharing mechanism ends.
- ii. Cost Sharing Threshold

When project developers benefitting from the eligible upgrade have expended net costs of \$100,000 or less, because each developer was reimbursed by subsequent developers, cost sharing ends. Project developers that use the eligible upgrade after this point incur no mandatory interconnection upgrade cost sharing.

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

## GENERAL INFORMATION

### 9. Distributed Energy Resource (DER) Interconnection Requirements (Cont'd.)

#### D. Cost Sharing Mechanism (Cont'd.)

##### 2. Interim Cost-Sharing Mechanism ("Cost-Sharing 2.0")

1. The Company shall determine if a project is eligible for the Interim Cost Sharing Mechanism as defined in Appendix E of the Standardized Interconnection Requirements ("SIR"). The SIR including standard applications and contracts, are set forth within Addendum-SIR to this Schedule.
2. SIR deadlines applicable to these applications shall be suspended and the interim cost-sharing mechanism shall apply. If the Qualifying Upgrades are not pre-funded through the interim cost-sharing mechanism, the already submitted applicants shall remain in the queue and subject to Cost Sharing as described in Rule 9.D.1.
3. The Company shall continue to manage applications received in accordance with the SIR. Interconnection deposit payment deadlines shall be temporarily suspended for applications at locations impacted by a Qualifying Upgrade. Later applications may opt to be treated as Participating Projects if the Qualifying Upgrade is able to accommodate them.
4. To determine the allocation for a Participating Project under the Cost-Sharing 2.0 mechanism, the following steps apply:
  - a. initially determine the capacity contribution; the project's capacity divided by the sum of all projects sharing the line.
  - b. the percentage of distribution line footage contribution, if applicable, is determined by dividing the Participating Project's footage use divided by the first mover project's footage. If the Participating Project uses more than the first mover's footage, then the Participating Project footage percentage will be 100%.
  - c. the capacity contribution is multiplied by the footage contribution percentage to the final percentage contribution.

#### E. Payment

1. Payments in full of the estimate shall be made as set forth in the SIR.
  - a. State Agencies shall not be required to deposit funds into an escrow account pursuant to Appendix A-2 of Addendum-SIR to this Schedule.
2. Construction of the Qualifying Upgrade shall begin once full payment of the estimate has been made by the Triggering Project, or the Sharing Project(s).

#### F. Allocation of Unrecovered Costs

The Company shall reconcile the outstanding upgrade costs, including carrying charges using the weighted pretax cost of capital, on an annual basis, or more frequently, if needed.

## **GENERAL INFORMATION**

9. Distributed Generation Interconnection Requirements (Cont'd.)

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## **GENERAL INFORMATION**

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## GENERAL INFORMATION

10. Interest on Customer Overpayments:

The Company shall provide interest on customer overpayments in accordance with 16 NYCRR 145.

A customer overpayment is defined as payment by the customer to the Company in excess of the correct charge for electric service supplied to the customer which was caused by erroneous billing by the Company.

The rate of interest on customer overpayments shall be the greater of the unadjusted customer deposit rate specified by the Commission or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest shall be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the date when the overpayment was refunded.

The Company shall be required to pay interest, in the manner described above, on any refund returned to a customer, except where customer overpayments are refunded within 30 days after such overpayment was received by the Company.

11. Pole Attachment Annual Rental Rate:

1. The Company shall provide rental space on its wholly-owned or jointly owned poles to cable television (CATV) and competitive local exchange carrier (CLEC) companies operating in the Company's service area for the purpose of installing equipment such as cables, wires, amplifiers, and wireless equipment. A contract shall be made between the Company and each CATV or CLEC Company outlining the general rules and providing the applicable Pole Attachment Rental Rates for attaching CATV or CLEC equipment.
2. Pole Attachment Rental Rate (per year)
  - a. The Rental Rate per Pole Attachment is set forth in the POLE Statement.
  - b. Charges shall be billed in accordance with contract provisions.
  - c. The Company may file, periodically, a new pole attachment charge, to become effective on 90 days' notice and subject to approval by the Public Service Commission.
3. The pole attachment rental rate stated in section (2) above is applicable only to attachments located in the usable space area of a pole. The usable space of a pole is the space that is normally used by telecommunication carriers and CATV service providers for the attachment of span wire equipment and/or wireless equipment. The attachment of equipment in other than the usable space area of the pole is subject to the consent of the Company, and the terms and charges for the attachment of equipment in other than the usable space area of the pole shall be established by agreement of the Company and the entity seeking to attach its equipment.

4. **INCREASE IN RATES AND CHARGES**

The rental rates and charges under this rider, including any adjustments, are increased by the applicable effective aggregate percentage shown in Rule 4.J for service supplied within the municipality where the customer is taking service.

Issued by: Joseph J. Syta, Vice President, Controller and Treasurer, Binghamton, NY

## GENERAL INFORMATION

### 12. New York State Energy Research and Development Authority (“NYSERDA”) Loan Installment Program

Pursuant to the Power New York Act of 2011 (L. 2011, c.388), the New York State Energy Research and Development Authority or its designated agent (“NYSERDA”) shall administer a loan program for qualifying residential and non-residential customers for the installation of energy efficiency services (as that term is defined in subsection 189(12) of the Public Authorities Law) on a customer’s property. As set forth in this law, the Company shall bill and collect NYSERDA Loan Installment amounts primarily through the customer’s utility bill when notified by NYSERDA that these NYSERDA Loan Installments apply to the customer’s utility account. Unless otherwise precluded by law, participation in the NYSERDA Loan Installment program shall not affect a customer’s eligibility for any rebate or incentive offered by the Company. In order to comply with the requirements set forth in the Power NY Act of 2011, the Company shall provide NYSERDA, or its agents, certain customer information and take other actions for purposes of the NYSERDA Loan Installment Program. The Company shall implement the NYSERDA Loan Installment Program no later than May 30, 2012.

#### 1. Eligibility

Pursuant to PSL Section 66-m 1.(b), each electric and gas corporation shall initially limit the number of customers participating in the NYSERDA Loan Installment Program at any given time to no more than 0.5% of its total unique customers taking service as of December 31, 2011, on a first come, first served basis.

A customer who receives a NYSERDA loan, or a subsequent customer that becomes responsible for the electric and/or natural gas bill at that location except as provided below, shall repay the loan installments on their utility bills. Under the NYSERDA Loan Installment Program, NYSERDA shall notify the Company of the monthly loan installment amounts and the number of months of the NYSERDA loan term that are to be charged on the customer’s bills.

#### 2. Billing and Collections

The responsibility of the Company is limited to providing billing and collection services for NYSERDA. Such billing and collection services shall be available regardless of whether the electricity or natural gas delivered by the Company is the customer’s primary energy source.

Only one NYSERDA Loan Installment obligation can exist on a customer’s utility account. Should the customer enter into an additional NYSERDA Loan Installment agreement, NYSERDA shall replace the current NYSERDA Loan Installment on the account with a new consolidated NYSERDA Loan Installment and notify the Company of the new NYSERDA Loan Installment amount and corresponding NYSERDA Loan term in months.

Beginning no later than the second bill after the Company receives a valid customer account number from NYSERDA, each bill issued to the customer shall include the monthly loan installment amount until the loan is satisfied or the account is closed. A customer receiving bills on a bi-monthly basis shall be billed for two loan installments on each bill.

The customer shall be required to pay NYSERDA loan installment amounts when bills are due. Unpaid loan installment amounts shall be subject to the provisions of this Rate Schedule regarding:

- (a) deferred payment agreements (pursuant to General Information Rule 4.G); and
- (b) termination/disconnection and reconnection of service (pursuant to General Information Rule 4.E and General Information Rule 4.H).

If in order to avoid termination of service or to restore service that was terminated to an entire multiple dwelling, pursuant to 16 NYCRR 11.7, or to a two-family dwelling, pursuant to 16 NYCRR 11.8, such occupants shall not be billed for any arrears of on-bill recovery charges or any prospective on-bill recovery charges, which shall remain the responsibility of the incurring customer.

NYSERDA Loan installment amounts shall not be subject to the Increase in Rates and Charges Applicable Where Service is Supplied pursuant to General Information Section 6 to P.S.C. No. 120.

A customer remitting less than the total amount due on a utility bill that includes a loan installment amount shall have such partial payment first applied as payment for billed electric and/or natural gas charges. If there are monies remaining after application to the Company’s electric and/or natural gas charges, any remaining amount shall be applied to outstanding NYSERDA loan installment amounts.

A customer remitting more than the total amount due on a utility bill that includes a NYSERDA loan installment amount shall have the overpayment applied first to subsequently billed electric and/or natural gas charges and then to NYSERDA Loan Installment amounts as they are billed. The utility shall not apply customer overpayments as a prepayment of NYSERDA loan installment amounts or as full repayment of the NYSERDA loan. Customers wishing to make loan prepayments or satisfy the balance of the loan amount outstanding must arrange directly with NYSERDA for such payments. The Company shall not provide interest on overpayments of NYSERDA loan installment amounts.

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

## GENERAL INFORMATION

12. **New York State Energy Research and Development Authority (“NYSERDA”) Loan Installment Program (Cont’d)**

**3. Term**

NYSERDA shall advise the Company of the number of the NYSERDA loan installment amounts to be paid. The NYSERDA loan obligation shall survive changes in ownership, tenancy and meter account responsibility at the premises where the energy efficiency measures were installed unless fully satisfied. In the event the NYSERDA Loan Installment obligation is not satisfied when a customer’s account is closed and NYSERDA notifies the Company to bill loan installment amounts to a subsequent customer, such subsequent customer shall be subject to all terms and conditions of this Section.

When an account with a NYSERDA loan is closed, loan installment amounts that were billed but unpaid shall be transferred to the Customer’s new account established with the Company, or another existing account, provided, however, that if the customer does not establish a new account with the Company 45 days after the account is closed, the Company shall cease its collection activity for the NYSERDA loan installment arrears and advise NYSERDA so it can pursue collection of the outstanding balance.

**4. Account Information**

As authorized by the Power New York Act of 2011, the Company shall provide NYSERDA or its agents with certain customer information (*i.e.*, account closure information and subsequent customer information, including customer name, old and new account number(s), loan number, mailing address and service address.) All customer information released to NYSERDA by the Company shall be considered confidential. Customers making application to NYSERDA under the NYSERDA Loan Installment Program shall be required to provide consent for NYSERDA’s use of the customer’s utility account information.

For a premise with an outstanding NYSERDA loan obligation, each subsequent customer is deemed to have consented to the Company’s disclosure to NYSERDA of such customer’s information.

**5. Customer Questions and Billing Disputes**

Questions related to the NYSERDA Program and complaints relating to the Company’s billing of NYSERDA loan installment amounts shall be directed to NYSERDA. At least annually, the Company shall provide customers participating in the NYSERDA Loan Installment Program the following information:

- a. The amount and duration of remaining monthly payments under the NYSERDA Loan Installment Program.
- b. NYSERDA’s contact information and dispute resolution procedures for resolving customer complaints regarding the NYSERDA Loan Installment Program.

## GENERAL INFORMATION

### **13. Low Income and Energy Affordability Program**

A. The Low Income Program provides eligible customers with a fixed discount on their bill.

1. Enrollment
  - i. Customers whom the Company receives a regular HEAP benefit (“add-on”) on their behalf, shall be automatically enrolled in the Low Income Program.
    - a. A customer that provides documentation of receiving a HEAP benefit for an alternate heat source (i.e., wood, propane) shall be eligible for the Low Income program and receive Tier 1 benefits.
    - b. A customer identified by the State Office of Temporary and Disability Assistance as receiving a HEAP benefit paid to an alternate provider, shall automatically be enrolled in the Low Income Program and receive Tier 1 benefits.
    - c. Prior to each HEAP season, a customer that has not received a HEAP benefit on their behalf in the preceding 18 months, shall be removed from the Low Income Program.
  - ii. Customers who can provide documentation of proof of their enrollment in public assistance programs associated with the Federal Lifeline Program shall be enrolled in the Low Income Program.
    - a. A customer that provides documentation of receiving benefits through the Federal Lifeline Program and does not receive a regular HEAP benefit shall be eligible for the Low Income Program and receive Tier 1 benefits.
    - b. A customer currently enrolled in the Low Income Program must provide documentation every 18 months to verify that they are still receiving benefits through the Federal Lifeline Program.
    - c. A customer that fails to provide documentation shall be removed from the Low Income Program.
2. Discounts  
The Company shall file a Low Income Program Discount Statement (EAP Statement) setting forth the bill discounts on not less than 1 days' notice. Such statement may be found at the end of this schedule.
3. Billing  
A customer enrolled in the Low Income Program shall be billed in accordance with Rule 4.P.(1) Budget Billing of this Schedule.
  - a. A customers shall have the option to opt-out of Budget Billing.
  - b. If a customer falls into arrears, they shall be removed from Budget Billing in accordance with Rule 4.P.(1)(b) of this Schedule. Once the customer resolves the arrears, they can be re-enrolled in Budget billing.
4. Reconnect Charges  
The Company shall waive reconnect charges for customers that qualify for the Low Income Program.
5. Statewide Solar For All (“S-SFA) Program  
A customer participating in the Company’s Low-Income Program that also resides within an area deemed to be a Disadvantaged Community by the Climate Justice Working Group (“CJWG”), which may be modified at the discretion of the CJWG may receive a monthly credit under the S-SFA Program pursuant to P.S.C. No. 120 – Rule 55.

ISSUED BY: Lindsey N. Overton Orietas, Vice President, Regulatory, Binghamton, New York

## GENERAL INFORMATION

### **13. Low Income and Energy Affordability Program (Cont'd)**

#### **6. Renewable Energy Access and Community Help (“REACH”) Program**

A customer participating in the Company’s Low-Income Program that also resides within an area deemed to be a Disadvantaged Community by the Climate Justice Working Group (“CJWG”), which may be modified at the discretion of the CJWG may receive a monthly credit under the REACH Program pursuant to P.S.C. No. 120 – Rule 56.

ISSUED BY: Lindsey N. Overton Orietas, Vice President, Regulatory, Binghamton, New York

## GENERAL INFORMATION

### 13. Energy Affordability/Low Income Programs (Cont'd)

#### B. Energy Affordability Guarantee Pilot Program (“Guarantee Pilot”)

The Guarantee Pilot offers an energy guarantee to certain customers in the form of a bill credit to households that receive electrification upgrades through the New York State Energy Research and Development Authority’s (“NYSERDA”) EmPower Plus (“EmPower+”) program. DPS Staff shall work with its’ third-party implementation contractor (“Implementation Contractor”) to calculate the credit for the participant, provide the credit information to the Company, and the Company will apply the credit to participants’ bills. Any dispute resolution that requires an adjustment to the customer’s bill will be provided to customers in a subsequent billing period.

##### 1) Eligibility

Participants in the Guarantee Pilot must meet the following eligibility requirements:

- a) The participant must be enrolled in the Company’s Low Income Program (also referred to as the Energy Affordability Program (“EAP”)) and NYSERDA’s EmPower+ Program as a prerequisite to participation in the Guarantee Pilot. The participant must complete and sign the Guarantee Pilot application (“Application”) with an implementation contractor specified by the Commission (“Implementation Contractor”). The Application will include customer consent to allow the Company to provide customer’s data to the Implementation Contractor. A participant who becomes unenrolled from EAP following their enrollment in the Guarantee Pilot may continue participation in the Guarantee Pilot subject to the requirements specified herein.
- b) The customer’s premise must be electrified, meaning the participant’s space and water heating will be provided exclusively by heat pumps through the EmPower Plus Program.
- c) Participant enrollment in the Guarantee Pilot will be limited, as provided in the Commission’s Order dated August 15, 2024 in Case 14-M-0565 as the same may be modified or superseded (“Guarantee Order”), or as such enrollment levels may be further modified by the Commission. The Guarantee Order requires participants to enroll no later than January 1, 2026, or until the Commission’s initial participant goal is reached. Participant enrollments will be reviewed and approved by the Implementation Contractor.
- d) Participants are required to provide household income documentation on an annual basis to the Implementation Contractor, within a two-month grace period, in accordance with the Guarantee Pilot application, for use in calculating the Guarantee as specified in 2 below.
- e) Customers may participate in the Guarantee Pilot while participating in budget billing with the Company, subject to meeting any other eligibility requirements of the Guarantee Pilot specified in the Application and herein.

## GENERAL INFORMATION

### 13. Energy Affordability/Low Income Programs (Cont'd)

#### B. Energy Affordability Guarantee Pilot Program (“Guarantee Pilot”) (Cont'd)

##### 2) The Guaranteee

###### a) Guarantee Credit

- i) A Guarantee Credit will be calculated monthly for each participant, by the Implementation Contractor, as specified in the Guarantee Order. Customers experiencing an electricity bill, net of any EAP Credits the participant receives in that bill, in excess of 6% of their household income will receive a monthly Guarantee Credit.
- ii) The determination of the Guarantee Credit will include a cap based on the customer's electricity consumption, which will be set at 150% of the average electricity consumption for EAP customers whose entire electric space heating requirements are supplied by electricity in the Company's service territory.

###### b) Transferability of the Guaranteee

In the event that a participant moves from a premise that had been electrified through the EmPower+ Program, the Guarantee may be transferred to the new customer at the premise, subject to the new customer meeting the eligibility requirements of the Guarantee Pilot as determined by the Implementation Contractor. The Implementation Contractor will be responsible for notifying the new occupant about the Pilot, verifying eligibility, and enrolling the new occupant in the Guarantee Pilot, if such occupant otherwise meets eligibility requirements, when changes in occupancy occur.

###### c) Term of the Guaranteee

The participant will receive the Guarantee Credit for a term of fifteen years, subject to participation in the Guarantee Pilot ending prior to the full term when any of the following occurs:

- i. if the participant moves from the premise that had been electrified through EmPower+; or
- ii. The life of the heat pump(s) installed through EmPower+ as a pre-requisite to Guarantee Pilot participation ends prior to the full term; or
- iii. the participant requests to be removed from the program; or
- iv. the participant fails to provide the required annual household income documentation as specified in the Application and as determined by the Implementation Contractor. The Implementation Contractor will determine when participation in the Guarantee Pilot ends and will notify the Company accordingly.

#### C. Enhanced Energy Affordability Program

The Enhanced Energy Affordability Program (“EEAP”) provides monthly bill discounts to eligible residential customers who do not qualify for the Company's Low-Income Program (EAP) but whose household income is below the State Median Income (“SMI”).

## GENERAL INFORMATION

### **13. Low Income and Energy Affordability Programs (Cont'd)**

#### **C. Enhanced Energy Affordability Program (Cont'd)**

##### **1. Eligibility**

To qualify for EEAP, a customer must:

- a. Be a residential electric customer of the Company taking service under PSC 120, Service Classification No. 1 and or a residential gas customer of the Company taking service under PSC 87, Service Classification No. 1.
- b. Have a verified household income below 100% of SMI.
- c. Have been previously unable to qualify for and enroll in EAP.

##### **2. Enrollment**

Enrollment shall be conducted through a self-certification process with income verification, subject to audit. The Company may utilize a third-party clearinghouse or other verification mechanism approved by the Commission.

- a. After 18 months of enrollment, Customers must recertify eligibility for EEAP.

##### **3. Discounts**

Monthly discounts shall be calculated using the methodology approved by the Commission for the Company's Energy Affordability Program (Rule 13.A. Low Income Program), adjusted for EEAP income tiers. Discounts shall be applied to the total bill, including both delivery and supply charges, regardless of the customer's energy supplier.

Monthly Discounts shall be calculated based on the following income tiers:

- a. Tier 1: less than 60% of SMI
- b. Tier 2: 60-80% of SMI
- c. Tier 3: 80-100% of SMI

Minimum monthly discounts shall be:

- a. Discounts for Tier 1 customers shall be equivalent to Tier 1 of the Company's Low Income Program, set forth on the EAP Statement.
- b. \$3.00 for Tier 2 customers
- c. \$0.80 for Tier 3 customers

## GENERAL INFORMATION

14. Glossary:

The following words and terms when used in this tariff have the following meanings:

**Access Controller:** A party known to the Company to be in control of access to the metering equipment of a customer, and to have an active account of its own with the utility.

**Actual Reading:** A meter reading obtained by a Company employee from either the meter or a remote registration device attached thereto.

**Aggregation:** Receiving, validating and summing day-ahead forecasts for ESCOs.

**Annual Period:** The 12 Months beginning with the Month in which the Customer first receives service under the applicable service classification. Each succeeding 12-Month period shall constitute another Annual Period.

**Applicant:**

Residential Applicant: A residential applicant is a person who requests service at a dwelling for their own residential use or the residential use by another person. For purposes of the Home Energy Fair Practices Act (HEFPA), a residential applicant is any person who requests service at a premises to be used as their residence or the residence of another person on whose behalf the person is requesting service, as defined in 16 NYCRR 11.2(a)(3).

Non-residential Applicant: A non-residential applicant is a person, corporation or other entity requesting service from the Company who is not a residential applicant as defined in 16 NYCRR 11.

Residing Applicant: A residing applicant is a person or governmental agency requesting electric service be provided where there is no service currently available, where that service shall be used at a premises that shall be occupied as the applicant's residence, or in the case of a governmental agency occupied as a residence by an individual client.

Non-residing Applicant: A non-residing applicant is developer, builder, person, partnership, association, corporation or governmental agency requesting electric service be provided where there is no service currently available, where that service shall be used in a residence occupied by others.

**Appurtenant Facilities:** The necessary and ancillary accessories to an electric line that enables the transportation and distribution of electric energy.

**Arrears:** Charges for Service for which payment has not been made more than 20 calendar days after payment was due.

## GENERAL INFORMATION

14. Glossary: (Cont'd)

**Backbill:** That portion of any bill, other than a budget bill, which represents charges not previously billed for service that was actually delivered to the customer during a period before the current billing cycle. A bill based on an actual reading rendered after one or more bills based on estimated or customer readings (commonly called a catch-up bill) which exceeds by 50% or more the bill that would have been rendered under the Company's standard estimation program is presumed to be a backbill.

**Budget Payment Plan:** A billing plan designed to reduce fluctuations in a customer's bill payments due to varying, but predictable, patterns of consumption.

**Business Day:** Any Monday through Friday when the Company's business offices are open; excluding holidays recognized by the Company.

**Capability Period:** The periods defined by the NYISO for the purposes of determining Installed Capacity requirements. The summer Capability Period includes the months of May through October. The winter Capability period includes all other months.

**Capacity:** Space on a pipeline allowing the Company or shippers to move gas from a receipt point to citygate for distribution on the Company's system.

**Combination Account:** A common account for both gas and electric service for the purpose of combined gas and electric billing by the Company. A combination Account is served under P.S.C. No. 87 or P.S.C. No. 88 – Gas, and under this schedule.

**Commission or PSC:** Public Service Commission of New York State, or any successor agency thereto.

**Company:** New York State Electric & Gas Corporation, or any successor organization thereto

**Compatible Meter:** A meter suitable for the Company's metering, meter reading, and electrical infrastructure, as determined by the Company.

**Control Area:** In this Tariff, the Control Area is the Company's electric franchise area, as shown in Part I. More generally, a Control Area is an electric power system or combination of electric power systems to which a common automatic generation control scheme is applied in order to: 1) match, at all times, the power output of the generators within the electric power system(s) and capacity and energy purchased from entities outside the electric power system(s), with the load within the electric power system(s), and capacity and energy purchased from entities outside the electric power system(s); 2) maintain scheduled interchange with other Control Areas, within the limits of Good Utility Practice; 3) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice; and 4) provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice.

**Corporation:** See Company.

**Costs and Expenses:** An estimate based on (a) the average hourly labor rates including a percentage for employee welfare costs, supervision, engineering and administrative and general expenses, plus (b) the hourly rates for transportation and special equipment, plus (c) the Company's material costs including stores expense.

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

## GENERAL INFORMATION

### 14. Glossary: (Cont'd)

#### **Customer:**

**Residential Customer:** A person who is receiving service at a dwelling for their own residential use or the residential use by another person. For purposes of the Home Energy Fair Practices Act (HEFPA), a residential customer includes any person who is supplied service at a premises used in whole or in part as their residence, as defined in 16 NYCRR 11.2(a)(2).

**Non-residential Customer:** A person, corporation or other entity receiving service who is not a residential customer as defined in 16 NYCRR 11.

**Customer's Premises:** Discreet contiguous real property under the Customer's control through ownership or lease.

**Customer Account Number:** The Company specific unique identifier associated with a Customer of the Company.

**Dedicated Facilities:** The equipment and facilities on the Company's transmission and/or distribution system necessary to permit operation of a distributed generation Unit in parallel with the Company's system.

**Deferred Payment Agreement ("DPA"):** A written agreement for the payment of outstanding charges over a specified period of time. It must be signed in duplicate by the company representative and the customer, and each must receive a copy, before it becomes enforceable by either party.

**Deliveries:** Energy delivered to the Company's Interconnection Point.

**Department of Public Service ("DPS"):** New York State Department of Public Service.

**Distribution Facilities:** A system of poles, conduits, wires or cables, transformers, fixtures and accessory equipment for the distribution of electricity to the customers of the Company.

**Distributed Energy Resources ("DER"):** As set forth in the UBP-DER, a broad category of resources including end-use energy efficiency, demand response, distributed storage, and distributed generation.

**Distributed Energy Resource ("DER") Supplier:** As set forth in the UBP-DER, a supplier of one or more DERs that participates in a Commission-authorized and/or utility or DSP-operated program or market.

**Distributed Generation:** A small generating facility, with a generator nameplate rating of 5 MW or less, (aggregated on the customer side of the point of common coupling) connected in parallel with the Company's utility distribution system.

**Distribution Point(s) of Delivery:** Point(s) on the Distribution System where the Company delivers electric Energy.

**Distribution Point(s) of Receipt/Receipt Point(s):** Point(s) at which the Company receives electric energy on the Transmission and/or Distribution System from other sources.

**Distribution Service:** The act of distribution electric energy from a point(s) or receipt to a point(s) of delivery on the Distribution System.

**Distribution System:** The facilities owned, controlled or operated by the Company that are used to provide electric Distribution Service under this tariff.

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

## GENERAL INFORMATION

14. Glossary: (Cont'd)

**Electric Power Supply:** The electricity required to meet the Customer's needs, including energy, Energy Losses, Unaccounted for Energy ("UFE"), Capacity, Capacity Reserves, Capacity Losses, Ancillary Services, NYPA Transmission Access Charges ("NTAC"), and a Supply Adjustment Charge, ESCOs/DCs are responsible for providing the full Electric Power Supply requirements of their customers.

**Elementary Diagram:** A one Line Diagram that also shows the connections of protection and control components. The devices in switching equipment are referred to by numbers based on a system adopted in IEEE C37.2.

**Energy:** A quantity of electricity bid, purchased, sold, or transmitted over a period of time, and measured in Megawatthours (MWH) or kilowatthours (kWh). One MWH = 1,000 kWh

**Energy Losses:** The unusable energy that results from the generation, transformation, transmission and distribution of Electric Power Supply to a Customer's meter. Unaccounted for Energy ("UFE") is also included.

**Farm Operation:** The land and on-farm buildings, equipment, manure processing and handling facilities, and practices which contribute to the production, preparation and marketing of crops, livestock and livestock products as a commercial enterprise, including a "commercial horse boarding operation" as defined in Subdivision 11 of Section 301 of New York State Agriculture and Markets Law.

**FERC:** Federal Energy Regulatory Commission, or any successor agency thereto.

**Force Majeure:** A superior force, "act of God" or unexpected and disruptive event, which may serve to relieve a party from a contract or obligation.

**Good Utility Practice:** Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of them practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

**Integrated Energy Data Resource ("IEDR"):** A centralized platform for collecting, integrating, managing, and accessing customer and system data.

**Kilowatt (kW):** The electrical unit of power or rate of doing work. It is 1,000 watts, where a watt is the rate of energy transfer equivalent to one ampere flowing under a pressure of one volt at unity power factor. A Kilowatt is the common unit of electrical power consumption.

**Kilowatthour (kWh):** The basic unit of electric energy equal to one Kilowatt of power supplied to or taken from an electric circuit steadily for one hour. A Kilowatthour is the standard unit of measure for electricity.

**Late Payment:** Any payment made more than 20 calendar days after the date payment was due. Payment is due as specified by the Company on its bill, provided such date does not occur before personal service of the bill or three calendar days after the mailing of the bill.

**Line:** See "Distribution Line."

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

## GENERAL INFORMATION

14. Glossary: (Cont'd)

**Load:** A consumer of electric Energy and/or Capacity.

**Load Factor:** The ratio of the average consumption to maximum consumption for a given time period.

**Load Shedding:** The systematic reduction of system demand by temporarily decreasing load consumption in response to Distribution System or area Capacity shortages, system inability, or voltage control considerations.

**Make-Whole Charge or Make-Whole Rate:** In accordance with Public Service Commission Order issued October 12, 2023 in Case 22-E-0317, the Make-Whole Energy Charge/Make-Whole Energy Rate recovers shortfalls in delivery revenues such that the Company and their customers would be in the same position had Rate Year 1 rates gone into effect on May 1, 2023. The Make-Whole Energy Charge/Make-Whole Energy Rate commences November 1, 2023 and remains in effect through April 30, 2026.

**Marketer:** An Energy Services Company ("ESCO")

**Megawatt ("MW"):** 1,000 kilowatts.

**Megawatthour ("MWH"):** 1,000 kilowatthours.

**Month:** A period beginning at 9:00 a.m. Central Clock Time on the first Day of the calendar Month and ending at 9:00 a.m. Central Clock Time on the first Day of the following calendar month.

**Multiple Occupancy Building:** A structure (including row houses) enclosed within exterior walls or fire walls, which is built, erected and framed of component structural parts and is designed to contain four or more individual dwelling units for permanent residential occupancy.

**New Construction:** The installation of new electric distribution lines, service lines and appurtenant facilities on any right-of-Way where no such electric distribution line exists, and may also include (in connection with such installation) the addition of appurtenant facilities (other than replacement facilities) to existing distribution lines.

Comment: The installation of a new facility parallel to and on the same right-of-way as an existing underground facility also constitutes the new construction of such facility.

**New Customer:** A customer who was not the last previous customer at the premises to be served, regardless of whether such customer previously was or is still a customer of the Company at a different location.

**New York Independent System Operator ("NYISO"):** An organization formed under FERC approval to provide equal access to the transmission system of New York State and to maintain system reliability, and any successor organization thereto.

**New York State Reliability Council ("NYSRC"):** An organization established by agreement among the transmission owners of New York State to promote and maintain the reliability of the New York State power system.

**New York State Transmission System:** The entire New York State electric transmission system as defined in the NYISO Transmission Tariffs.

**Non-Emergency Services:** Services provided by the Company that are not in response to emergency events.

ISSUED BY: Jeremy Euto, Vice President – Regulatory, Binghamton, New York

## GENERAL INFORMATION

14. Glossary:

**Non-Spinning Reserves:** Generation not connected to the system but capable of being brought on-line to serve additional demand within a specified period of time.

**North American Electric Reliability Council (“NERC”):** A council formed in 1968 to promote the reliability and adequacy of the bulk power supply by the electric systems of North America.

**Northeast Power Coordinating Council (“NPCC”):** One of nine NERC regions. Its purpose is to promote maximum reliability and efficiency of electric service in the interconnected systems of the signatory parties by extending the coordination of their system planning and operating procedures.

**NYISO Open Access Transmission Tariff (“NYISO OATT”):** The tariff filed with and approved by FERC as the same may be revised, modified, amended, clarified, supplemented or superseded, that sets forth the rates, terms and conditions under which the NYISO provides open access transmission service.

**NYISO Tariffs:** The NYISO OATT (defined above) and the NYISO Market Services Tariff, as well as NYISO technical bulletins, procedures and any other guidelines issued by the NYISO that set forth the rates, terms and conditions under which the NYISO provides open access transmission services.

**One Line Diagram:** A diagram which shows by means of single lines and graphic symbols, the connections between major three phase components of a generation station or substation.

**Parallel Generation Facilities:** Power producing equipment connected to the electric system and operated in conjunction with the Company’s electric transmission and distribution system.

**Parties:** The Company and the ESCO receiving service under this Tariff.

**Payment:** Is considered to be made on the date when it is received by the Company or one of its authorized collection agents.

**Point of Supply:** The point (or connection) where the Company’s Distribution Lines and/or Company-owned Service Lines end and the Customer-owned facilities begin.

**Power Exchange (“PE”):** A corporation to provide a vehicle through which buyers and sellers may participate in the markets for Energy, Capacity and Ancillary Services. PE’s may be formed after establishment of the NYISO.

**Power Quality:** Concerns of voltage deviations, harmonic distortions and power interruptions experienced by the Customer or Company that can damage, or adversely affect operation of Customer or Company equipment.

**Public Right-of-Way:** The area within the territorial limits of any street, avenue, road or way that is for any highway purpose under the jurisdiction of the State of New York or of the legislative body of any county, city, town or village that is open to public use and that may be used for the placement of utility facilities.

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

## GENERAL INFORMATION

### 14. Glossary:

**Public Service Commission (“PSC”):** New York State Public Service Commission, or any successor organization thereto. A state regulatory body with authority over electric, gas, communications, water, and cable utilities in New York State. It is charged by law with ensuring that safe and reliable service is made available at reasonable rates while, at the same time, allowing the utility the opportunity to earn a return on its investment that is sufficient to maintain its credit and enable it to continue raising the capital necessary to provide satisfactory service in the future.

**Qualification:** The process by which an ESCO or a DC receives approval to serve Customers under the terms of this tariff.

**Radial Distribution Feeder:** A Distribution line that branches out from a substation and is normally not connected to another substation or another circuit sharing the common supply.

**Radial Transmission Line:** A subtransmission line that is used to supply power from a source station to one or more distribution stations for the purpose of delivering energy to customers.

**Reactive Demand:** Demand on an installation or system is the load at the receiving terminals averaged over a specified period of time. Reactive demand is the magnetizing component of power required by the circuit. The reactive unit of measure of electric power is referred to as voltamperes or VARS.

**Right-of-Way:** A right to pass over, occupy or use another's land for placing and maintaining utility facilities.

**Reconciliation:** Reconciling the total of all retail Loads in the Control Area with metered total Control Area Loads on an hourly basis.

**Residential Subdivision:** A tract of land divided into five or more lots for the construction of five or more new residential buildings, or the land on which new multiple occupancy buildings are to be constructed, the development of either of which, if required, has been approved (or was required to be approved) by governmental authorities having jurisdiction over land use.

**Seasons:**

Summer: June 1 – September 30, inclusive  
Winter: December 1 – February 28/29, inclusive  
Base: All other days

**Seasonal Customer:** A customer who applies for and receives electric service periodically each year, intermittently during the year, or at other irregular intervals.

**Service Class Load Profiles:** The electric power consumption (kWh) as measured in one-hour intervals, statistically valid for a specified service classification of Customers.

**Service Entrance:** Customer's wiring from the point of attachment or termination of the service lateral to and including the main service switch on the customer's premises.

**Service Lateral:** A system of conductors and equipment for delivering electricity from the Company's distribution system to the customer's wiring system of a single building or customer premises.

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

## GENERAL INFORMATION

14. Glossary:

**Service Line:** See Service Lateral.

**Supply Line:** A part of a distribution line that is installed between an existing electric distribution system and an underground distribution line within a residential subdivision.

**Surcharge:** A charge payable by the customer to the Company in addition to the charge for electricity under applicable service classification.

**System Impact Study:** An engineering study performed for the purpose of evaluating a proposed distributed generation design for conformance with the interconnection requirements and the standards for transmission and distribution planning. This study also assesses the impact of the proposed design on the safety and reliability of the distribution and transmission system. It also shall identify necessary system modifications to accommodate the proposed design, or limitations on the operation of the generation facility.

**Tampered Equipment:** Any service related equipment that has been subjected either to unauthorized interference so as to reduce the accuracy or eliminate the measurement of electric service, or to unauthorized connection occurring after the Company has physically disconnected service.

**Trading Partner Agreement:** The agreement that governs and applies only to data communications transmitted between RG&E and the ESCO/DC in connection with EDI and Rule 11, General Retail Access – Multi-Retailer Model.

**Transmission Line:** A set of overhead and/or underground conductors and associated equipment (poles, switches, breakers, etc.) that are used for the purpose of transporting bulk quantities of power between stations. Power flow can be in either direction.

**Transmission Provider:** the entity which operates the New York State Transmission System for the delivery of capacity and energy. Under this Tariff, the Transmission Provider is the New York State Independent Operator (NYISO).

**Transmission Service:** Point-To-Point, Network Integration, or Retail Access Transmission Service as provided for under the NYISO's OATT.

**Transmission System:** The facilities operated by the NYISO that are used to provide Transmission Service.

**Uniform Business Practices – Distributed Energy Resources (“UBP-DER”):** practices set forth in the UBP-DER Addendum, which are incorporated herein by reference.

**Utility:** New York State Electric & Gas Corporation (the Corporation) (the Company) (NYSEG).

**VSR:** A visually significant resource which is:

- (1) designated primarily or exclusively because of its exceptional, outstanding, significant, special or unique scenic quality pursuant to State or Federal enabling legislation, and
- (2) listed in 16 NYCRR 99.2 (h).

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

## GENERAL INFORMATION

14. Glossary:

**Wholesale Distribution Service (“WDS”):** service provided by the Company pursuant to the Company’s Wholesale Distribution Service tariff on file with the Federal Energy Regulatory Commission (“FERC”), at such time that the WDS tariff becomes effective.

**16 NYCRR:** Title 16 of the Codes, Rules and Regulations of the State of New York. The regulations contained in this Title, issued by the Department of Public Service, govern the practices and operations of public utilities in New York. Numerical suffix denotes section or part of a rule.

Abbreviations:

kW	- Kilowatt(s) (1,000 watts of power)
kWh	- Kilowatt-hour(s) (one kilowatt for one hour)
kV	- Kilo-volt (1,000 volts)
kVA	- Kilo-volt-ampere (volts times amperes in thousands)
RkVa	- Reactive kilovolt-ampere
MW	- Megawatt
MWH	- Megawatthours
DPS	- Department of Public Service
FERC	- Federal Energy Regulatory Commission
GAAP/FASB	-Generally Accepted Accounting Principles/Financial Accounting Standards Board
NERC	- North American Electric Reliability Council
NPCC	- Northeast Power Coordinating Council
NRC	- Nuclear Regulatory Commission
NYISO	- New York Independent System Operator
NYPA	- New York Power Authority, or the Power Authority of the State of New York
NYSRC	- New York State Reliability Council
PSC	- Public Service Commission
PE	- Power Exchange
16 NYCRR	- Title 16 of the Codes, Rules and Regulations of the State of New York. Numerical suffix denotes section or part.