

## 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.

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## 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 Guarantee

##### 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 Guarantee

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 Guarantee

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