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COMPANY: NEW YORK STATE ELECTRIC & GAS CORPORATION

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**COVER SHEET**

**PSC NO: 90 GAS**

SUPERSEDING PSC NO: 30

**NEW YORK STATE ELECTRIC & GAS CORPORATION**

**SCHEDULE**

**FOR**

**GAS SERVICE**

**APPLICABLE**

**IN**

**ALL TERRITORY SERVED BY THIS CORPORATION AND IN ALL RATE SCHEDULES EXCEPT AS OTHERWISE PROVIDED IN INDIVIDUAL RATE SCHEDULES.**

**For detail description of Territory, See General Information leaf, Paragraph 1**

**(Note: It will not be necessary to replace this title page in case at a later date the schedule is made to apply to additional territory or area.)**

**Subsequent changes will be effective as shown on individual leaves**

Issued By: George E. Bonner, Vice President - Gas Operations & Marketing, Binghamton, NY  
(Name of Officer, Title, Address)

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PSC NO: 90 GAS  
NEW YORK STATE ELECTRIC & GAS CORPORATION  
INITIAL EFFECTIVE DATE: 07/01/16  
Issued in compliance with Order in Case 15-G-0284, dated June 15, 2016

LEAF: 4  
REVISION: 3  
SUPERSEDING REVISION: 1

## GENERAL INFORMATION

### 1. TERRITORY TO WHICH SCHEDULE APPLIES:

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

### 2. RULES RELATING TO THE INSTALLATION OF MAINS, SERVICES, EXTENSIONS, ETC.:

A. Definitions - See Glossary.

#### B. Utility Obligation to Provide Gas Service

When an application for gas service is made to the Company by the owner or occupant of a building situated on property abutting on or having access to any public right-of-way, in which the governmental authority having jurisdiction shall permit the Company to install and maintain facilities, the Company shall render the service requested in accordance with the provisions of this Rule 2.B.

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

#### GENERAL INFORMATION

### 2. RULES RELATING TO THE INSTALLATION OF MAINS, SERVICES, EXTENSIONS, ETC.: (CONT'D)

#### B. Utility Obligation to Provide Gas Service (Cont'd)

If due to unusual circumstances the actual cost per foot of a particular installation is greater than two times the Company's average cost per foot of new installations for service for the 12 months ended September 30 of the previous year, it may apply to the Commission for relief from so much of this section as it deems necessary in order to provide the service.

#### C. The Company shall furnish, place and construct all mains, service lines, service connections and appurtenant facilities necessary to render the service requested. Service lines shall be constructed to the closest, suitable meter location. The cost and expense which the Company must bear shall be:

##### (1) Residential Applicant – Non-Heating

- (a) The material and installation cost relating to up to 100 feet of main, service line measured from the centerline the public right-of-way (or the main if it is closer to the customer and development shall be limited to one side of the right-of-way for at least 10 years), service connections and appurtenant facilities, but not less than 100 feet of main (if necessary) plus the length of service line necessary to reach the edge of the public right-of-way; The cost shall be determined as defined in Rule 2.H of this Schedule; and
- (b) The amounts paid to governmental authorities for permits to do the work required and all paving charges that are legally imposed by any governmental authority for the repair or replacement of any street or sidewalk disturbed in the course of such installation.

##### (2) Residential Applicant – Heating

- (a) The material and installation cost relating to:
  - i. Up to 100 feet of main and appurtenant facilities; and
  - ii. Up to 100 feet of service line measured from the centerline of the public right-of way (or the main if it is closer to the customer and development shall be limited to one side of the right-of-way for at least 10 years), service connections and appurtenant facilities; but not less than the length of service line necessary to reach the edge of the public right-of-way. The cost shall be determined as defined in Rule 2.H of this Schedule; and
- (b) The amounts legally imposed by governmental authorities for obtaining required work permits and for repairing or replacing disturbed pavement.

##### (3) Non-Residential Applicant

- (a) The material and installation cost relating to:
  - i. Up to 100 feet of main and appurtenant facilities; and
  - ii. Any service line, service connections and appurtenant facilities located in the public right-of-way; and
- (b) The amounts legally imposed by governmental authorities for obtaining required work permits and for repairing or replacing disturbed pavement.

#### D. Obligations of All Applicants

An applicant shall first have:

- (1) assured the Company that they shall be a reasonably permanent customer;
- (2) agreed in writing to pay to the Company;
  - (a) the material and installation costs relating to any portion of the service line, service connections and appurtenant facilities located on his/her property that exceeds the portion which the Company is required to install without charge;
  - (b) any surcharge relating to the portion of the main and appurtenant facilities that exceeds the portion which the Company is required to install without charge; and
  - (c) the rates charged like customers; and

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

**GENERAL INFORMATION**

**2. RULES RELATING TO THE INSTALLATION OF MAINS, SERVICES, EXTENSIONS, ETC.:  
(CONT'D)**

D. Obligations of All Applicants: (Cont'd)

- (3) furnished reasonable security as to the performance of their agreement, if required to do so by the Company.

E. Reserved for Future Use

F. Reserved for Future Use

## GENERAL INFORMATION

### 2. RULES RELATING TO THE INSTALLATION OF MAINS, SERVICES, EXTENSIONS, ETC.: (CONT'D)

#### G. Dual-fueled non-residential customers and interruptible customers:

The Company shall provide facilities to serve these customers on a cost justified basis.

#### H. Customer Charges for Additional Facilities:

(1) If, in order to provide service to an applicant, the Company must install mains and appurtenant facilities in addition to those required to be provided without charge under Rule 2.C, the Company shall impose a surcharge subject to the following provisions.

- (a) The surcharge relating to mains and appurtenant facilities including return, depreciation, taxes and maintenance shall not exceed 20% per year of the actual reasonable cost of such facilities that exceeds the portion which the Company is required to install without charge to an applicant, if the Company lays a main of four inches or less in nominal diameter (in the case of low pressure distribution) or of two inches or less in nominal diameter (in the case of high pressure distribution). If the Company lays a main greater than four inches or less in nominal diameter (in the case of low pressure distribution) or greater than two inches in nominal diameter (in the case of high pressure distribution), the surcharge shall not exceed 20% per year of the estimated reasonable cost of a four inches main (in the case of low pressure distribution) or a two inch main (in the case of high pressure distribution) unless the estimated consumption of the proposed customer(s) requires the installation of a larger-sized main, in which event the surcharge shall not exceed 20% per year of the actual reasonable cost of such main. The surcharge shall commence when gas service is first available to an applicant and shall be paid ratably for each billing period.

## GENERAL INFORMATION

### 2. RULES RELATING TO THE INSTALLATION OF MAINS, SERVICES, EXTENSIONS, ETC.: (CONT'D)

#### H. Customer Charges for Additional Facilities: (Cont'd)

- (b) The surcharge shall be reduced by 50% of adjusted gas revenues, but the credit shall not exceed the amount of the surcharge as determined above.
- (c) Whenever more than one customer is connected to a main extension, the surcharge shall be so adjusted that the Company shall not receive in any one calendar year a greater percentage from all customers served from the main extension than that applicable to such extension. The surcharge shall also be reasonably allocated among the customers being served from the main extension, taking into account the portion of mains and appurtenant facilities which the Company is required to provide without charge to each customer served from such facilities.
- (d) Each surcharge shall cease:
  - (i) whenever the length of a main extension required to be provided without charge to all customers served from such extension shall equal or exceed the total length of such extension;
  - (ii) whenever the total adjusted gas revenue from all customers served from a main extension shall equal or exceed 40% of the cost of such extension in excess of that required to be provided without charge, in each of any two consecutive calendar years; or
  - (iii) after a period of 10 years following its commencement.
- (e) Should the adjusted gas revenue from all customers served from a main extension exceed the carrying cost of the entire extension, any surcharges (or contributions) paid by such customers during the preceding five years shall be refunded to such customers.
- (f) No surcharge shall be imposed if the total adjusted gas revenue from all customers served from a main extension is estimated to exceed 40% of the actual reasonable cost of such extension in each of any two consecutive calendar years.

**GENERAL INFORMATION**

**2. RULES RELATING TO THE INSTALLATION OF MAINS, SERVICES, EXTENSIONS, ETC.:  
(CONT'D)**

H. Customer Charges for Additional Facilities: (Cont'd)

- (g) In lieu of a surcharge, the applicant, upon mutual agreement with the Company, may provide a cash contribution or other equitable arrangement equal to the cost of the main extension in excess of 100 feet distance (per applicant) from the end of the nearest main appropriate to the service requested.
  - (i) whenever more than one customer is initially connected to the extension, the cash contribution shall be reasonably allocated to the several customers served from the extension.
  - (ii) should additional customers be connected to said main extension during the initial ten year period from the date placed in service, a pro rata refund shall be made for the cost of that additional portion of main extension which the Company would have allowed without charge or surcharge.
- (h) Upon mutual agreement of both Company and applicant, an applicant may provide a guarantee of performance, in lieu of the contribution required in Section 2.H.(1)(g) of this Schedule.
- (2) If, in order to provide service to an applicant, the Company must install service lines, service connections and appurtenant facilities in addition to those required to be provided without charge, the applicant shall pay the Company's actual costs and expenses for said facilities.

Customers may install, at their own expense, service lines or trench (beyond that required to be provided by the Company without charge) in accordance with such rules and regulations for the construction thereof as may be filed in the Schedules of the Company. Before service is supplied to any location, all piping and equipment must be inspected and approved by the inspector of the Company.

**PSC NO. 90 Gas**

**NEW YORK STATE ELECTRIC & GAS CORPORATION**

Initial Effective Date: 07/01/16

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**GENERAL INFORMATION**

**2. RULES RELATING TO THE INSTALLATION OF MAINS, SERVICES, EXTENSIONS, ETC.:  
(CONT'D)**

H. Customer Charges for Additional Facilities: (Cont'd)

- (3) In areas where gas service is supplied directly from high pressure pipelines used for transmission of gas at pressures in excess of those carried in pipelines utilized for distribution purposes, the Company shall, at the Customer's expense, furnish and install the necessary field regulator or regulators required to reduce the pressure at the high pressure pipeline to a suitable distribution pressure; said regulator or regulators and required fittings and connections to be installed at the point of connection between the Customer's service line and the high pressure pipeline. The Company shall also, at the Customer's expense, furnish and install a safety device so adjusted as to operate and relieve any pressure on the Customer's service line deemed by the Company to be unsafe or too high for satisfactory service. The Company shall also, at the Customer's expense, furnish and install satisfactory housing for the regulator equipment and for the meter to be installed by the Company.

The Company shall, at its expense, furnish, install and maintain a suitable service regulator as provided to customers in areas served by medium pressure distribution facilities and, also, a suitable meter for the measurement of the gas. In addition, the Company shall, upon reasonable notice, in the interest of safety, or satisfactory service, provide adjustment or maintenance service on all pressure regulating equipment; however, any materials which may be required in the servicing and maintenance of regulating equipment furnished at the customer's expense shall be subject to charges in accordance with Section 8.D.(1) and 8.J.(1) of this Schedule.

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

### 2. RULES RELATING TO THE INSTALLATION OF MAINS, SERVICES, EXTENSIONS, ETC.: (CONT'D)

#### H. Customer Charges for Additional Facilities: (Cont'd)

- (4) In the event that a customer is authorized (by the Company or by the PSC, whichever is required in each instance) to transfer an existing gas allotment to a different location, the Customer must pay for all costs associated with the installation of a new service lateral or main extension, if these facilities do not exist at the new location.

## GENERAL INFORMATION

### 2. RULES RELATING TO THE INSTALLATION OF MAINS, SERVICES, EXTENSIONS, ETC.: (CONT'D)

#### I. Furnishing of Rights of Way or Agreement to Pay Costs:

- (1) Each applicant or customer shall execute and deliver to the Company from which service is requested or by which service is being provided, free from cost, satisfactory permanent easements or rights-of-way to permit the Company to provide service.
- (2) The Company shall not be obliged to provide service to any applicant or customer which has neither:
  - (a) delivered to the Company satisfactory permanent easements or rights-of-way; nor
  - (b) requested that the Company obtain such easements or rights-of-way, agreed to pay any costs which the Company incurs in obtaining them and furnished reasonable security as to the performance of their agreement, if so required by the Company.

#### J. Delayed Use of Facilities

Whenever the Company installs service lines, service connections or appurtenant facilities at the request of an applicant who does not immediately desire service, the applicant shall bear the entire reasonable expense of providing, placing and constructing such facilities but shall be entitled to a refund whenever gas service is begun for such part of the expense as the Company is herein before required to assume. The refund shall be the cost of service lines and appurtenances, less depreciation at the rate of three percent (3%) per year.

#### K. Inspection, Maintenance and Replacement of Facilities:

- (1) The Company shall be solely responsible for the inspection, testing, operation, maintenance, replacement and reconstruction of all mains, service lines, service connections and appurtenant facilities which it uses to supply gas to customers.
- (2) The Company shall bear the cost of inspecting, testing and operating all facilities. It shall bear the cost of maintaining, replacing or reconstructing all main and appurtenant facilities. It shall also bear the cost of maintaining, replacing or reconstructing the service line and appurtenant facilities necessary to serve each as if such customer were an applicant for service, unless an act or omission of the customer necessitates the replacement or reconstruction.
- (3) If an act or omission of any customer who had installed facilities necessitates the replacement or reconstruction of such facilities, the customer shall pay to the Company the cost of replacement or reconstruction.

## GENERAL INFORMATION

### 2. RULES RELATING TO THE INSTALLATION OF MAINS, SERVICES, EXTENSIONS, ETC.: (CONT'D)

#### K. Inspection, Maintenance and Replacement of Facilities: (Cont'd)

- (3) If an act or omission of any customer who had installed facilities necessitates the replacement or reconstruction of such facilities, the customer shall pay to the Company the cost of replacement or reconstruction.

### 3. APPLICATION FOR SERVICE:

#### A. Residential:

##### (1) 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:

- (a) 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
- (b) there is evidence of meter tampering or theft of service; or
- (c) the meter has advanced and there is no customer of record; or
- (d) the application is made by a third party on behalf of the person(s) who would receive service.
- (e) 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 8.O.1.

A written application containing the required information shall be deemed completed when received by the Company.

### GENERAL INFORMATION

#### 3. APPLICATION FOR SERVICE (CONT'D):

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

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 insure 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.

No application or contract shall be modified or affected by any promise, agreement, or representation of any agent or employee of the Company.

##### (2) Former Indebtedness Paid – Residential

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

- (a) The applicant makes full payment for residential service provided to any such prior account in his or her name; or
- (b) 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
- (c) 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
- (d) 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
- (e) The Commission or its authorized designee directs the provision of service.

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

The Company shall be obligated to provide service to any residential applicant who meets the requirements of 3.A.(1) and 3.A.(2) within five business days of receipt of a completed oral or written application for service, except:

- (a) where prevented by labor strikes or precluded by law;
- (b) where precluded by consideration of public safety;
- (c) where the applicant fails to pay, or agree in writing to pay, reasonably chargeable material and installation costs relating to temporary or permanent main extensions or service laterals as required by this tariff or fails to comply with the Residential Insulation Standards contained herein; or

### GENERAL INFORMATION

#### 3. APPLICATION FOR SERVICE (CONT'D):

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

##### (3) Obligation to Service – Residential:

##### (d) 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

##### (e) 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 shall 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.

##### (4) 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 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.

##### (5) 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 price, and requests utility service within 60 days, they shall be eligible to receive service at the different dwelling, subject to Sections Rule 3.A.(1). and 3.A.(3). above, 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 non-payment, meter tampering or theft of services.

##### (6) 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.

## GENERAL INFORMATION

### 3. APPLICATION FOR SERVICE (CONT'D)

#### B. Non-Residential:

- (1) Application  
As a prerequisite to providing service, the Company may require the applicant to:
  - (a) Provide appropriate documentation to verify the establishment of responsibility for the service as the owner or occupant, the correct service classification, and who controls access to the meter(s) if not the Customer;
  - (b) Comply with the Company's tariff, or any applicable state, city or local laws or ordinances;
  - (c) Fulfill any applicable requirements of obtaining service found in Rule 2.B and 2.D. of this Schedule relating to line extension and service.
  - (d) Make full payment for all amounts due and payable which are not either the subject of a pending billing dispute pursuant to 16NYCRR 13.15 and Rule 8.F. of this Schedule or of an existing Deferred Payment Agreement that is in good standing, including:
    - (i) 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
    - (ii) other tariff fees, charges, or penalties;
    - (iii) any reasonably chargeable material and installation costs relating to temporary or permanent line or main extensions or service laterals as required by the Company's tariff and authorized under 16 NYCRR 98 and 230, provided these costs are itemized and given to the applicant in writing;
    - (iv) any 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 Rule 8.O. of this Schedule.

### GENERAL INFORMATION

#### 3. APPLICATION FOR SERVICE (CONT'D)

B. Non-Residential: (Cont'd)

(1) Application: (Cont'd)

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 3.B.(1) of this Schedule 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 3.B.(1)(c) of this Schedule.

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.

No application or contract shall be modified or affected by any promise, agreement, or representation of any agent or employee of the Company.

(2) 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:

- (a) service provided and billed in the applicant's name or for which the applicant is legally responsible;
- (b) other tariff fees, charges, or penalties;
- (c) 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;
- (d) special services billable under the Company's tariff, provided these costs are itemized and given to the applicant in writing; and
- (e) a security deposit, if requested by the Company, as long as such deposit is in accordance with Section 8.O. of this Schedule.

### GENERAL INFORMATION

#### 3. APPLICATION FOR SERVICE (CONT'D)

##### B. Non-Residential: (Cont'd)

##### 3. Obligation to Serve - Non-Residential:

The Company will 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 or such later time as may be specified by the applicant, except:

- (a) where prevented by labor strikes, or other work stoppages;
- (b) where precluded by consideration of public safety;
- (c) where precluded by physical impediments including:
  - adverse weather conditions;
  - inability to gain access to premises in the possession of the applicant or others;

## GENERAL INFORMATION

### 3. APPLICATION FOR SERVICE (CONT'D)

#### B. Non-Residential: (Cont'd)

##### 3. Obligation to Serve - Non-Residential: (Cont'd)

- 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 Company;

The Company shall make reasonable efforts to eliminate conditions preventing extensions of service and will 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 3.B.(2) of this Schedule, 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.

### GENERAL INFORMATION

#### 3. APPLICATION FOR SERVICE (CONT'D)

##### B. Non-Residential: (Cont'd)

##### (4) 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 will be advised of the right to an investigation and review of the denial by the Public Service Commission or its authorized designee if the applicant considers the denial to be without justification, and will identify the appropriate address and telephone number of the Public Service 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

### 3. APPLICATION FOR SERVICE (CONT'D)

#### C. Limitations of Service Offer - **Residential** and **Non-Residential**:

The Company's offers of gas 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 mains, 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.

#### D. Forms - **Residential** and **Non-Residential**:

Forms of the applications, together with the Schedules of rates, rules and regulations are available upon request.

Where more than one service classification is available, the applicant is responsible for the initial and ongoing selection of the service classification upon which his service will be based.

#### E. **Customer Consent to Contact**

- a. By accepting gas 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

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

LEAF: 18  
REVISION: 1  
SUPERSEDING REVISION: 0

## GENERAL INFORMATION

### 4. TEMPORARY SERVICE:

Where service is to be used for temporary purposes only , the applicant will be required to pay the cost, as defined in Rule 13 of this Schedule, of the connection and removal of equipment and associated material expenses necessary to serve. In such cases, an advance payment sufficient to cover all such costs and gas to be used may be required. Where the installation presents unusual difficulties as to metering the gas supplied, the Company may estimate the amount of gas consumed and may bill the Customer in accordance with such estimated amount applied to applicable service classification. Temporary service or emergency service to supplement other gas service will be supplied at the prices and conditions applicable to the service required, when the Company has available unsold capacity of mains and equipment.

### 5. RESERVED FOR FUTURE USE

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

LEAF: 18.1  
REVISION: 1  
SUPERSEDING REVISION: 0

**GENERAL INFORMATION**

**RESERVED FOR FUTURE USE**

Issued By: James A. Lahtinen, Vice President Rates and Regulatory Economics, Binghamton, NY

## **GENERAL INFORMATION**

### **6. INSPECTION:**

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

### **7. SERVICE CONNECTIONS/METER:**

#### **A. (1) General:**

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

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

## GENERAL INFORMATION

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

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

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

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

#### (2) Outdoor Meters

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

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

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

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

##### (a) AMI Opt-Out Option for Residential Customers

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

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

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

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

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

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

PSC NO: 90 GAS  
COMPANY: NEW YORK STATE ELECTRIC & GAS CORPORATION  
INITIAL EFFECTIVE DATE: 12/1/2020  
Issued in compliance with Order in Case No. 19-E-0379, dated November 19, 2020.

LEAF: 20.1  
REVISION: 0  
SUPERSEDING REVISION:

## GENERAL INFORMATION

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

#### B. Inspection and Examination of Company Apparatus:

##### (1) Access to Premises:

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

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

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

## GENERAL INFORMATION

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

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

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

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

##### (2) Duty to Inspect:

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

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

##### (3) Penalty:

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

PSC NO: 90 GAS  
NEW YORK STATE ELECTRIC & GAS CORPORATION  
INITIAL EFFECTIVE DATE: 06/12/17  
Issued in compliance with Order in Case 15-G-0244, dated April 20, 2017.

LEAF: 21.1  
REVISION: 0  
SUPERSEDING REVISION:

## GENERAL INFORMATION

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

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

##### (3) Penalty: (Cont'd)

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

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

## GENERAL INFORMATION

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

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

##### (4) Other Rights:

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

#### C. Notice to Company of Escape of Gas:

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

#### D. Right to Shut Off Supply of Gas:

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

#### E. Meter Relocation Pilot Program

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

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

### 8. BILLING AND COLLECTIONS:

#### A. When Bills Are Due:

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

#### B. Late Payment Charge:

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

## GENERAL INFORMATION

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

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

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

#### C. Rendition and Payment:

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

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

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

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

## GENERAL INFORMATION

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

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

(2) Dishonored Payment

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

(3) Quarterly Payment Plan

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

#### D. Billing Period:

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

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

(2) Interim Estimated Billing:

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

PSC NO: 90 Gas  
NEW YORK STATE ELECTRIC & GAS CORPORATION  
Initial Effective Date: 04/01/14

Leaf: 25  
Revision: 3  
Superseding Revision: 2

## **GENERAL INFORMATION**

**Reserved for Future Use**

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

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

LEAF: 25.1  
REVISION: 1  
SUPERSEDING REVISION: 0

## GENERAL INFORMATION

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

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

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

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

Issued By: George E. Bonner, Vice President - Gas Operations & Marketing, Binghamton, NY

## GENERAL INFORMATION

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

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

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

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

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

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

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

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

## GENERAL INFORMATION

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

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

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

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

2. fails to pay amounts due under a deferred payment agreement; or
  3. fails to pay a lawfully required security deposit in accordance with Rule 8.O.; or
  4. fails to comply with a provision of the Company's schedule which permits the Company to refuse to supply or to terminate service; or
  5. is a non-residential customer, and fails to provide reasonable access to the premises for necessary or proper purposes in connection with rendering of service, including meter installation, reading, testing, maintenance, removal, or securing, of the Company's property, and the customer has not advised the Company that the customer does not control access to the meter, nor advised the Company who does have control over access.
- (ii) The Company may terminate service to a customer without providing advance notice of the termination and without fulfilling the other requirements of this section when it finds service being supplied through tampered equipment provided that the Company:
1. has evidence that the Customer opened the account and used the service prior to the creation of the condition or that the Customer knew, or reasonably should have known, that service was not being fully billed;
  2. has rendered a written unmetered service bill, pursuant to applicable billing provisions of the PSC;
  3. has made reasonable efforts to provide to a person in charge of the premises;
    - a. the written unmetered service bill; and
    - b. oral notice of the conditions, if any, under which the Company will continue service, which may include the payment by cash, certified check, or money order within two (2) hours, of some portion of the bill up to, but not exceeding, fifty percent (50%); and
  4. has not received the required payment.

..DID: 1719

..TXT: PSC NO: 90 GAS

LEAF: 28

COMPANY: NEW YORK STATE ELECTRIC & GAS CORPORATION

REVISION: 0

INITIAL EFFECTIVE DATE: 02/27/98 SUPERSEDING REVISION:

STAMPS:

RECEIVED: 12/08/97 STATUS: Effective EFFECTIVE: 02/27/98

### GENERAL INFORMATION

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

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

##### (2) Notice of Termination - Format:

Every notice indicating termination of service will:

##### (a) Clearly indicate in nontechnical language:

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

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

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

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

Issued By: George E. Bonner, Vice President - Gas Operations & Marketing, Binghamton, NY  
(Name of Officer, Title, Address)

..DID: 6599  
..TXT: PSC NO: 90 GAS LEAF: 29  
COMPANY: NEW YORK STATE ELECTRIC & GAS CORPORATION REVISION: 1  
INITIAL EFFECTIVE DATE: 12/10/98 SUPERSEDING REVISION: 0  
STAMPS: Issued in compliance with commission order in Case 98-G-0845 dated 12/  
RECEIVED: 12/10/98 STATUS: Effective EFFECTIVE: 12/10/98

### GENERAL INFORMATION

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

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

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

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

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

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

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

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

Issued By: George E. Bonner, Vice President - Gas Operations & Marketing, Binghamton, NY  
(Name of Officer, Title, Address)

**GENERAL INFORMATION**

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

E. Termination of Service: (Cont'd)

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

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

(3) Verification of Delinquent Account Prior to Termination:

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

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

## GENERAL INFORMATION

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

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

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

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

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

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

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

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

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

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

## GENERAL INFORMATION

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

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

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

## GENERAL INFORMATION

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

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

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

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

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

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

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

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

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

#### (a) Entire Multiple Dwellings:

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

## GENERAL INFORMATION

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

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

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

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

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

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

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

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

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

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

## GENERAL INFORMATION

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

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

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

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

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

##### (11) Emergency Disconnections:

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

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

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

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

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

Leaf : 34.2  
Revision: 2  
Superseding Revision: 1

### **GENERAL INFORMATION**

Reserved for Future Use

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

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

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

Leaf : 34.3  
Revision: 3  
Superseding Revision: 2

### **GENERAL INFORMATION**

Reserved for Future Use

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

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

## GENERAL INFORMATION

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

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

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

###### Non-Residential Customers

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

###### Residential Customers

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

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

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

## GENERAL INFORMATION

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

#### F. Complaint Procedures:

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

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

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

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

##### (1) Residential:

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

## GENERAL INFORMATION

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

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

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

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

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

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

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

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

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

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

## GENERAL INFORMATION

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

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

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

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

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

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

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

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

## GENERAL INFORMATION

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

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

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

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

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

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

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

## GENERAL INFORMATION

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

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

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

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

## GENERAL INFORMATION

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

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

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

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

## GENERAL INFORMATION

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

#### H. Reconnection of Service:

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

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

## GENERAL INFORMATION

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

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

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

## **GENERAL INFORMATION**

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

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

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

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

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

Reconnection charges will be as follows:

Reconnection DURING normal working hours \$15.00

Reconnection AFTER normal working hours \$40.00

## GENERAL INFORMATION

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

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

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

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

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

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

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

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

## GENERAL INFORMATION

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

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

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

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

##### (2) Estimated Bills:

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

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

## GENERAL INFORMATION

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

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

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

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

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

## GENERAL INFORMATION

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

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

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

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

- (iii) If no actual reading is obtained after bills representing six months or three billing periods, whichever is greater, of consecutively estimated bills, the Company shall send a notice to the customer and to the person who controls access to the meter offering a special appointment for a meter reading, both during and outside of business hours. Where the customer resides in a multiple dwelling (as defined in the Multiple Dwelling Law or Multiple Residence Law), or in a two-family dwelling that is known by the Company to contain residential units where service is provided through a single meter or meters, and the meter is not in the apartment, the notice shall be sent to the customer and such other person who controls access to the meter.
- (iv) If the Company receives no response after bills representing eight months or four billing periods, whichever is greater, of consecutively estimated bills, the Company may send another letter offering a special appointment and advising the customer or such other person who controls access to the meter that if no appointment is made, a charge of \$25.00 shall be added to the next bill rendered to the person who controls and refuses to provide access to the meter. No charge shall be imposed if an appointment is arranged and kept.
  - 1. If the person who controls access fails to arrange an appointment in response to a second request and the Company is unable to obtain a meter reading, the \$25.00 shall be assessed to the next bill of the person who controls access to the meter. A landlord, building superintendent or managing agent who fails to permit access to an area containing one or more meters after receiving the requisite notice shall be charged \$25.00 on his account at the premises.

## GENERAL INFORMATION

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

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

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

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

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

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

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

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

(i) The Company may render an estimated bill for a regular cycle billing period only when:

1. the Company has failed to obtain access to the meter(s);

## GENERAL INFORMATION

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

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

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

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

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

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

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

## GENERAL INFORMATION

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

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

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

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

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

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

## GENERAL INFORMATION

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

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

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

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

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

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

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

## GENERAL INFORMATION

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

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

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

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

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

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

- c. The third and each subsequent notice shall advise the access controller of the no access charge that has been added to their bill and, if the access controller's service can be terminated without obtaining access, shall be accompanied by a final notice of termination for non-access. In any case where the access controller's service cannot be physically terminated without obtaining access, the notice shall advise the access controller that the Company is seeking to obtain a court order to gain access to the customer's meter and court costs shall be paid by the access controller.
4. A no access charge as provided by Rule 7.B.(3) shall not exceed \$100.
5. No more than \$100.00 per building or premises shall be added to any single bill of the access controller even though more than one meter is located there.
6. The Company may, at its discretion, suspend temporarily the issuance of no access notices and/or penalties under this section if the access controller contacts the Company and provides a legitimate reason for postponing the provision of access; provided, however, that such suspension may not be utilized in the case of any account that is billed for demand charges and in no event for more than 90 calendar days.

## GENERAL INFORMATION

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

#### K. Backbilling:

##### (1) Residential:

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

## GENERAL INFORMATION

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

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

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

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

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

##### (a) Notice:

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

## GENERAL INFORMATION

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

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

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

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

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

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

- (i) The Company shall not render a backbill more than six months after the Company actually became aware of the circumstance, error or condition that caused the underbilling, unless a court extends the time to render a backbill.
- (ii) The Company shall not upwardly revise a backbill unless the first backbill explicitly stated that the Company reserved the right to do so, the revised backbill is rendered within 12 months after the Company actually became aware of the circumstance, error, or condition that caused the underbilling; and
  1. the customer knew or reasonably should have known that the original billing or the first backbill was incorrect; or
  2. new information shows that the first backbill was incorrect.
- (iii) The Company shall render a downwardly revised backbill as soon as reasonably possible and within two months after the Company becomes aware that the first backbill was excessive.
- (iv) The Company shall not render a backbill for any underbilling when the reason for the underbilling is apparent from the customer's service application, or could have been revealed in a service application and the Company failed to obtain and retain one.

## GENERAL INFORMATION

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

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

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

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

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

#### L. Plurality of Services:

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

## GENERAL INFORMATION

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

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

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

#### (1) Fixed Factor Billing:

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

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

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

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

## GENERAL INFORMATION

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

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

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

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

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

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

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

## GENERAL INFORMATION

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

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

#### **Residential**

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

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

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

## GENERAL INFORMATION

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

O. Customer Deposits: (Cont'd)

(1) Deposit Requirements: (Cont'd)

#### **Non-Residential**

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

## GENERAL INFORMATION

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

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

##### (2) Deposit Calculations:

##### **Residential**

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

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

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

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

## GENERAL INFORMATION

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

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

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

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

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

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

## GENERAL INFORMATION

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

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

##### (4) Deposit Alternatives:

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

##### (5) Interest:

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

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

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

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

## GENERAL INFORMATION

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

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

##### (7) Deposit Return:

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

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

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

(b) For Non-Residential Customers:

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

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

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

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

## GENERAL INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

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

## GENERAL INFORMATION

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

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

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

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

#### P. Shared Meters:

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

#### Q. Budget Billing:

##### (1) Residential:

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

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

## GENERAL INFORMATION

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

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

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

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

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

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

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

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

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

## GENERAL INFORMATION

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

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

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

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

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

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

###### (a) Eligibility:

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

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

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

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

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

## GENERAL INFORMATION

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

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

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

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

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

## GENERAL INFORMATION

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

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

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

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

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

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

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

#### R. Service Guarantee for Missed Appointments

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

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

#### S. Metered

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

#### T. Cessation of Service

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

GENERAL INFORMATION

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

U. Historic Meter Read and Billed History Data

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

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

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

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

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

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

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

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

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

V. Length of Term

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

W. Billing Information for Potential Residential Rental Customers

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

X. Policies Related to Widespread Prolonged Outages

1. Definitions:

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

GENERAL INFORMATION

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

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

1. Definitions: (Cont'd)

- a. "Proof of Loss": verifiable proof of perishable food and/or prescription medication spoilage. To verify spoilage, the customer must provide an itemized list of perishable foods and/or prescription medication and a depiction (photographic evidence) of food and/or prescription medication spoilage. To determine the reimbursement amount of an impacted customer's food and/or prescription medication spoilage, the customer must provide itemized receipts, itemized cash register receipts, itemized credit card receipts, or photographs of replacement goods that also indicate the price of the item, or other verifiable documentation of the market value of the item, or, in appropriate circumstances, an interview with the claimant.
- b. "Reimbursement": Monetary reimbursement in the form of a check.

2. If a Widespread Prolonged Outage occurs, the Company shall apply a \$25 bill credit to the account of an affected residential customer taking service under P.S.C. No. 87 - Service Classification Nos. 1, 11, or P.S.C. No. 88 – Service Classification Nos. 13, or 19 for each full Subsequent 24-Hour Period following the initial 72 hours that a customer is without gas service.

- a. A residential customer that remains without gas service for more than 72 hours solely due to an issue with customer-owned equipment or if the Company is denied access to inspect and relight those services prior to the 72-hour mark is not eligible for the above-mentioned \$25 bill credit.

3. A residential customer served under P.S.C. No. 87 - Service Classification Nos. 1, 11, or P.S.C. No. 88 – Service Classification Nos. 13, or 19 that experiences a Widespread Prolonged Outage may be eligible for reimbursement for spoiled food and or refrigerated medication.

- a. Eligible customers shall provide an itemized list of food spoiled or Proof of Loss within 14 days after the 72<sup>nd</sup> hour of a Widespread Prolonged Outage. The Company shall provide reimbursement within 30 days of the receipt of the itemized list or Proof of Loss except during the pendency of the Company's petition for a waiver under Public Service Law 73(3).
  - i. The amount of reimbursement shall not exceed a total of \$235 for customers who provide an itemized list. The amount of reimbursement for customers who provide Proof of Loss shall not exceed \$540.
  - ii. The amount of reimbursement for spoiled refrigerated medication shall not exceed the actual loss of perishable prescription medication.

4. A non-residential gas customer that uses less than or equal to 750 dekatherms per year that experiences a Widespread Prolonged Outage may be eligible for reimbursement for spoiled food. A non-residential customer taking Interruptible service under P.S.C. No. 87 or PSC No. 88 is not eligible for reimbursement for spoiled food.

- a. Eligible customers shall provide Proof of Loss within 14 days after the 72<sup>nd</sup> hour of a Widespread Prolonged Outage.
- b. The Company shall provide reimbursement within 30 days of the receipt of Proof of Loss except during the pendency of the Company's petition for a waiver under Public Service Law 73(3). The amount of reimbursement shall not exceed \$540.

5. Not later than 14 calendar days after the 72<sup>nd</sup> hour of a Widespread Prolonged Outage, the Company may petition the Commission for a waiver of the requirements of this section.

**9. SUBMETERING OF GAS SERVICE:**

A. Residential Service:

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

## GENERAL INFORMATION

### 9. SUBMETERING OF GAS SERVICE: (CONT'D)

#### B. Commercial and Industrial Service:

Gas customers may petition on a case-specific basis for permission to submeter. Landlords may be permitted to submeter commercial and industrial tenants upon the filing with the Public Service Commission of a petition and application that resolves the concerns of safety, rates, and consumer protection by establishing conditions governing the submetering. The petition and application must be served on the Company and all affected tenants. Unless otherwise acted upon within 75 days of filing, the application shall be deemed approved at the end of that period.

The four major concerns which shall be addressed in any application are: (1) safety; (2) price impact for the ultimate customer; (3) non-price customer protection issues; and (4) service provider and Company matters. A successful application shall sufficiently address each of the aforementioned four areas as elaborated below:

#### (1) Safety:

Customers petitioning for permission to submeter must ensure that its installation shall comply with all applicable codes and regulations. The application must contain the name, address, and telephone number of the person or entity responsible for repair, safety and maintenance, and affirm that both tenants and the Company shall be furnished with this information.

Where such submetering of gas shall result in pipes pressurized at 2.0 psi or above, the submeterer, besides providing the Company with such information on the operator of the submetering system, must identify all personnel installing or maintaining the system, and must provide the Company with evidence certifying that those personnel are trained and qualified to work on high-pressure gas piping. Submeterer shall also show that those facilities served off such high pressure lines, that do not require high pressure, shall have the appropriate regulation and follow the required venting guidelines. The submeterer shall update the evidence whenever new personnel are assigned to perform installation, repair, or maintenance tasks.

The Company shall respond in the event of any emergency or gas leak.

## GENERAL INFORMATION

### 9. SUBMETERING OF GAS SERVICE: (CONT'D)

#### B. Commercial and Industrial Service: (Cont'd)

(2) Prices:

The submeterer shall commit to charge gas prices which do not exceed those tariffed by the Company for similar service. Submetering which results in higher prices than those tariffed for end-users shall result in denial of the application.

(3) Other Customer Protection Issues:

(a) Dispute Resolution:

All applications must provide for an effective and objective dispute resolution process.

(b) Meter Accuracy:

Meter accuracy must be assured. Submeterers must devise and adhere to conditions providing for periodic master meter readings and reconciliation of those readings to the submetered customers' meters.

Meter calibration must be assured. Submeterer must promise to calibrate meters any time they are installed or repaired or on an annual basis if requested by the submetered customer.

Submeterer shall guarantee that only meter models and ancillary equipment approved by the Company and the PSC shall be installed.

(c) End-User Notification Requirements:

Prior to termination of service to a submetering customer, the Company shall seek to inform submetered tenants of the termination through posting notices, mailing, or any other method the Company believes most likely to reach the greatest number of submetered tenants.

Submeterer shall provide to the Company, on a timely basis, a listing of all submetered customers' names, addresses, phone numbers, and contact names to ensure that the Company can contact submetered customers. Submeterer shall update such list every time there is a change to any portion of the required information.

..DID: 2511  
..TXT: PSC NO: 90 GAS LEAF: 71.3  
COMPANY: NEW YORK STATE ELECTRIC & GAS CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 02/27/98 SUPERSEDING REVISION:  
STAMPS: Issued in compliance with commission order in case 97-G-2085 dated 02/  
RECEIVED: 02/26/98 STATUS: Effective EFFECTIVE: 02/27/98

### GENERAL INFORMATION

#### 9. SUBMETERING OF GAS SERVICE: (CONT'D)

##### B. Commercial and Industrial Service: (Cont'd)

##### (4) Service Provider and Company Matters:

All applications for submetering service shall attempt to identify any specific or unusual issues related to service provision or Company impact. Inclusion or exclusion of any such matters shall not necessarily be considered the definitive authority on any issue. The Company maintains the right to intervene in any application affected by such issues.

##### (5) Application Procedures:

Customers desiring approval for the submetering of gas service to industrial or commercial tenants must submit a petition and application to the PSC that addresses all of the concerns discussed under Section 9 of this Schedule, and provides that the conditions proffered will be reiterated in leases with the submetered tenants. The petition and application must be served on the Gas Pricing Department of the Company and all affected tenants.

Issued By: George E. Bonner, Vice President - Gas Operations & Marketing, Binghamton, NY  
(Name of Officer, Title, Address)

## GENERAL INFORMATION

### 10. CONDITIONS OF GAS SERVICE:

Until further order of the PSC, applications shall be accepted and service shall be rendered to any new gas customer and additional gas supplied to existing customers subject to the following conditions:

A. Discontinuance or Curtailment of Service

(1) Company's Right to Curtail or Limit Service

The Company may curtail or discontinue service in whole or in part, of daily, monthly, seasonal or annual quantities without incurring thereby any liability for any subsequent loss or damage which the Customer may sustain by reason of such curtailment or discontinuance, in order to conserve the supply of gas for existing domestic uses and uses deemed to be necessary for the protection of public health and safety and to avoid undue hardship. If the Company finds it necessary to curtail service, the Company may curtail service to a Customer or give oral or written notice of curtailment. If notice of curtailment is given, a customer must curtail its use of service pursuant to the notice.

The Company shall only implement a curtailment as a last resort. Economic considerations shall not be the basis for a curtailment. Mutual aid, contractual and other non-curtailment supply management tools, Operational Flow Orders, interruption of contractually-interruptible load, and supply acquisition shall be utilized before a curtailment is declared.

In the event the Company reasonably foresees an inability to meet the firm daily requirements of core sales or transportation customers, the Company shall have the right to curtail or limit any customer's use of gas. Curtailments shall be limited in scope and duration as necessary to alleviate an emergency. To the extent possible, curtailments shall be localized. The Company shall not incur any liability for any cost, expense, loss or injury which may be sustained by reason of such curtailment or limitation.

In the event of a loss of supply due to force majeure circumstances including but not limited to major physical upstream failures beyond the control of the Company or the ESCOs (e.g. pipeline ruptures, widespread well freeze-offs, etc.), the Company shall endeavor to implement all curtailment plans in a nondiscriminatory manner, without regard to which ESCO (or the Company) provides gas service to those customers which may be curtailed. Notwithstanding the above, the Company shall take any and all actions which, in its sole judgment, are required to maintain system integrity.

As part of the implementation of these curtailment procedures, the Company's Gas Emergency Plan shall be put into effect. In the event of an emergency, the Company may deviate from Rule 10.A to the extent operational circumstances make it appropriate to do so. The Company shall exercise sound operational discretion, using these procedures as a general guideline.

For the purpose of this Rule 10.A., the term "commercial customers" shall include governmental and public authority customers. The term "core customers" is defined to include customers that lack alternatives. They take either (a) firm sales service, and lack installed equipment capable of burning fuels other than gas; or (b) firm transportation service. A non-residential customer is a person, corporation or other entity receiving service who is not a residential customer as defined in 16 NYCRR11.

## GENERAL INFORMATION

### 10. CONDITIONS OF GAS SERVICE: (CONT'D)

#### A. Discontinuance or Curtailment of Service (Cont'd)

##### (2) Curtailment Notification Process

The Company shall notify the Director of the Office of Electric, Gas and Water of the New York State Department of Public Service when a curtailment is declared and when the situation returns to normal. Additional notification shall be provided to the Energy Service Companies (ESCOs) and curtailed customers periodically during the curtailment period.

##### (3) Customer Compliance

Customers are required to comply with the requirements of the curtailment. The allowed curtailment amount may be equivalent to, or a portion of, the customer's base level of usage. Any customer's failure to comply shall result in a penalty as described below.

##### (4) Penalties

Any customer who fails to comply with the Company's curtailment instructions may be charged a penalty the greater of: (a) \$2.50 per therm, or (b) three times the market price on use above the customer's allowed curtailment amount. The market price during a curtailment is defined for respective pooling areas for under deliveries as defined in Rule 8.A.(6) of P.S.C. No. 88. In the event additional supplies are made available, the Company shall have the right, without obligation, to waive any penalty charges incurred under this section.

The payment of a penalty for unauthorized overrun shall not under any circumstance be considered as giving a customer the right to exceed established allotments, nor shall such payment be considered as a substitute for any other remedies available to the Company against the offending customer for failure to respect its obligation to adhere to the provisions of the Company's filed tariff.

##### (5) General Curtailment Procedures

In the event of interruption or a force majeure curtailment situation due to a supply deficiency, the needs of core customers shall be met first, regardless of whether they are customers of the Company or an ESCO. If the Company is unable to satisfy the full requirements of its customers and finds it necessary to curtail existing service due to a deficiency in its gas supply, the Company shall curtail service generally following the procedures set forth below. In the event of an emergency, the Company may deviate from these procedures to the extent operational circumstances make it appropriate to do so.

- (a) Reduce company-use gas to the extent possible by:
  - (i) Reducing usage of natural gas for electric generation;
  - (ii) Reducing the heating load at company facilities.

## GENERAL INFORMATION

### 10. CONDITIONS OF GAS SERVICE: (CONT'D)

#### A. Discontinuance or Curtailment of Service: (Cont'd)

##### (5) General Curtailment Procedures: (Cont'd)

- (b) Contact dual-fuel customers and instruct them to switch to an alternate fuel (excluding plant protection.) These customers shall be asked to maintain their incoming gas supplies which shall be redirected to supply core customers.
- (c) Implement the New York Gas Group Standard Operating Procedure for the Pooling of Gas Supply and/or other mutual aid procedures if appropriate.
- (d) Issue public appeal for voluntary load reduction.
- (e) Request the County or Counties affected to declare a State of Emergency in order to close non-essential facilities.
- (f) Curtail large industrial and commercial transportation customers that have returned to sales service and the Company was unable to obtain a pipeline capacity contract to serve them to the minimum level required to maintain building protections;
- (g) Non-core requirements for customers with full facilities to burn an alternate fuel (in lieu of gas) and having annual requirements greater than 50,000 Dth/year. Curtailment shall be in order by size beginning with the largest customer.
- (h) Non-core requirements for customers with full facilities to burn an alternate fuel (in lieu of gas) and having annual requirements greater than 12,000 Dth/year. Curtailment to be in order by size beginning with the largest.
- (i) Industrial and commercial space heating boiler fuel requirements, air conditioning, electric generation, and other non-process purposes where the total base annual requirements are 12,000 Dth. or larger.
- (j) Curtail non-residential customers with annual requirements of 12,300 Dth. or larger, starting with the largest first.
- (i) In the event of non-compliance or if further curtailment is required, the Company may perform physical curtailment of the above customers.
- (k) Process requirements for which there are technically feasible alternative fuels, and industrial and commercial requirements for space heating (other than boiler fuel use), where the total base annual requirements are 12,000 Dth. or larger.
- (l) Industrial and commercial space heating boiler fuel requirements, air conditioning, electric generation and other non-process purposes, where the total base annual requirements are between 1,200 Dth. and 11,999 Dth inclusive;
- (m) Process requirements for which there are technically feasible alternate fuels, and industrial and commercial requirements for space heating (other than boiler fuel use), where the total base annual requirements are between 1,200 Dth. and 11,999 Dth. inclusive.

**GENERAL INFORMATION**

**10. CONDITIONS OF GAS SERVICE: (CONT'D)**

A. Discontinuance or Curtailment of Service: (Cont'd)

(5) General Curtailment Procedures: (Cont'd)

- (n) Process and feedstock requirements for which there are no technically feasible alternative fuels, where the total base annual requirements are 1,200 Dth. or more.
- (o) Plant protection requirements for customers curtailed in items a through n above.
- (p) Industrial and commercial requirements, where combined total base annual requirements are less than 1,200 Dth.
- (q) Residential requirements;
- (r) Reduce load by scheduling electric blackouts for brief periods of time (not to exceed thirty minutes) in the affected areas. Notify the public of the locations and durations of outages.
- (s) Give consideration to:
  - (i) the need to maintain gas service to emergency facilities providing shelter;
  - (ii) special provisions for life support and special needs customers.
- (t) Perform curtailments to remaining customers. These customers shall be curtailed based on location and ease of restoration:
  - (i) Location - areas of major system problems that are at risk of failing shall be curtailed first;
  - (ii) Ease of restoration - precautions shall be taken such that the low pressure distribution system shall be maintained.

(6) Restoration

When the Company determines that service can be restored to customers, it shall implement restoration procedures and shall notify the public of restoration status. Compensation shall be charged or credited through the settlement process mechanism described in Rule 8.A.(6) – Compensation for Diverted Gas, in P.S.C. No. 88. Such determination shall be considered final and binding on all parties. The normal settlement methodology shall not be used in cases where an ESCO's load was reduced at the request of, or due to the action of, the Company.

## GENERAL INFORMATION

### 10. CONDITIONS OF GAS SERVICE: (CONT'D)

B. Transfer of Gas Quantities:

A residential, commercial or industrial property owner may not transfer quantities from one property, owned by him, to another property, also owned by him, except that commercial or industrial process quantities may be transferred within the plant or plants of the same customer provided that such transfer be of limited duration for the purpose of off-setting curtailment. Quantities and load profiles transferred must be approximately the same or less and the Customer must bear the full cost of such transfer.

C. Reserved for Future Use

D. Reserved for Future Use

E. Reserved for Future Use

## GENERAL INFORMATION

### 10. CONDITIONS OF GAS SERVICE: (CONT'D)

#### F. Emergency Electric Generation:

The Company will provide gas service where gas is to be used for emergency electric generation under the following conditions:

- (1) Only sufficient emergency electric generating capacity is installed to provide minimum requirements for safety and health.
- (2) The customer will be required to pay for all additional installation costs associated with emergency electric generation service including mains and service laterals and metering if required.
- (3) When the Company has sales restrictions, customers with emergency electric generation will be penalized for excessive usage. Excessive usage will occur when the customer exceeds his existing annual limitation for other uses plus an annual emergency electric generating allotment based on one-half hour testing each week and estimated use during verifiable power outages. Any use in excess of this new annual limitation will be billed, where appropriate, at the maximum tariff penalty for unauthorized use.

#### G. Outdoor Gas Lighting:

The PSC has prohibited the use of natural gas in gas-fired decorative torches. A decorative torch is defined as any device in which gas is used as a fuel to produce an open flame, whether or not such flame is open to the atmosphere or enclosed in glass or other appropriate covering. Service is permitted for outdoor lighting fixtures wherein a mantle is employed that enables the gas to be converted to useful lighting.

## GENERAL INFORMATION

### 10. CONDITIONS OF GAS SERVICE: (CONT'D)

#### H. Minimum Insulation Standards for the Provision of Gas 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 shall not be eligible for gas service unless these dwellings comply with the New York State Energy Conservation Construction Code. Compliance with this Code shall 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 10.H.(11)(b)) that the construction of the dwelling shall 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

### 10. CONDITIONS OF GAS SERVICE: (CONT'D)

#### H. Minimum Insulation Standards for the Provision of Gas 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, gas 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 gas 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.

## GENERAL INFORMATION

### 10. CONDITIONS OF GAS SERVICE: (CONT'D)

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

(4) Certificate of Compliance:

A Certificate of Compliance (see Rule 10.H.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.

(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 10.H.(2), the Company will 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 will 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 will refuse to provide gas service to any construction site of that contractor or builder until all existing violations are corrected. The Company will 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.

## GENERAL INFORMATION

### 10. CONDITIONS OF GAS SERVICE: (CONT'D)

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

(6) Penalties for Non-Compliance:

In the event the Company finds that any dwelling fails to comply with Rule 10.H.(2)(a) or 10.H.(2)(b), the Company will impose a 25 percent surcharge on any bill for gas service to the customer until such violations are corrected.

The effective date of the surcharge price 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 gas 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 gas 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 gas service, the surcharge will be imposed on the bill for service to the unit occupied by the owner.

## GENERAL INFORMATION

### 10. CONDITIONS OF GAS SERVICE: (CONT'D)

#### H. Minimum Insulation Standards for Existing Dwellings Converting to Gas Space Heat: (Cont'd)

(7) Applicability and Conditions for Existing Dwellings Converting to Gas Space Heat:

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

- (a) The roof/ceiling has at least 6 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.

(8) Waivers:

The Company may waive the requirements in Rule 10.H.(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 10.H.(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.

## GENERAL INFORMATION

### 10. CONDITIONS OF GAS SERVICE: (CONT'D)

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

(8) Waivers: (Cont'd)

In the case of a dwelling having six or more stories, storm windows shall not be required as long as the Company certifies that the dwelling's windows are caulked and weather stripped. This certification shall be made in writing to the Commission. A storm window shall 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 10.H.(7) for just cause after an applicant for gas service has been denied a waiver by the Company.

(9) Certificate of Compliance:

A dwelling's compliance with Rule 10.H.(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 10.H.(11)(b))

The Company shall provide the Certificate of Compliance to the applicant at the time of application for service, so that the applicant shall 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% surcharge on any bill for gas service to any dwelling which has converted to gas space heat and which does not comply with the standards set forth in Rule 10.H.(7).

## GENERAL INFORMATION

### 10. CONDITIONS OF GAS SERVICE: (CONT'D)

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

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

The effective date of the surcharge price 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 gas 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 gas 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 gas service the surcharge will be imposed on the bill for service to the unit occupied by the owner.

**GENERAL INFORMATION**

**10. CONDITIONS OF GAS SERVICE: (CONT'D)**

H. Minimum Insulation Standards for the Provision of Gas: (Cont'd)

(11) Certificate of Compliance:

(a) New Dwellings Residential Construction:

Certificate of Compliance  
New Residential Construction

The undersigned certified that the

\_\_\_\_\_ 1 or 2 family resident \_\_\_\_\_ multi-family resident at \_\_\_\_\_

\_\_\_\_\_  
(Location)

is or will be, not later than thirty (30) days after time of occupancy, in compliance with one of the following statute provisions (check one):

\_\_\_\_\_ Part 1:E101.6                      New York State Energy Conservation  
\_\_\_\_\_ Part 3                              Construction Code  
\_\_\_\_\_ Part 4  
\_\_\_\_\_ Part 5

\_\_\_\_\_ Appendix A, Opinion 77-10, Minimum Insulation Standards, New York State Public Service Commission  
(applies only to buildings on which construction began between April 1, 1977 and January 1, 1979).

It is understood that gas service will, depending on the applicable circumstances, not be connected, be subject to a twenty-five percent (25%) surcharge on the 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 certified that a properly executed copy of this certificate will be delivered to the owner prior to closing and further attests that all statements and representations contained in this certificate are true and accurate.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Builder or Contractor

**GENERAL INFORMATION**

**10. CONDITIONS OF GAS SERVICE: (CONT'D)**

H. Minimum Insulation Standards for the Provisions of Gas: (Cont'd)

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

(b) Dwellings Converting to Gas Space Heat:

Certificate of Compliance  
Dwelling Converting to Gas Space Heat

1. I, \_\_\_\_\_, am aware that the Minimum Insulation  
(Owner)  
Standards for dwellings converting to gas space heat require 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 not in  
compliance, a twenty-five percent (25%) surcharge on my utility bill may be imposed or gas service may be  
discontinued.

The undersigned attests that all statements and representations contained in this certificate are true and accurate.

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Address

**GENERAL INFORMATION**

**10. CONDITIONS OF GAS SERVICE: (CONT'D)**

H. Minimum Insulation Standards for the Provision of Gas: (Cont'd)

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

(b) Dwellings Converting to Gas Space Heat: (Cont'd)

Certificate of Compliance  
Dwelling Converting to Gas Space Heat

2. I have inspected the building at \_\_\_\_\_  
(Location)  
by \_\_\_\_\_ and certify that it meets the  
(Owner)  
requirements of the Minimum Insulation Standards for dwellings converting to gas space heat.

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

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Signature of Contractor or  
Utility Representative

I. Dual Fuel Requirement:

- (1) To obtain gas hereunder, a new customer whose total use will be 50,000 Dth or more per year, shall install and shall thereafter maintain full capability to use an alternate form of energy in lieu of gas for all purposes for which the new gas obtained hereunder is to be used.
- (2) To obtain gas hereunder, any existing customer who requests additional service that would bring that customer's total usage to 50,000 Dth or more per year, shall install and shall thereafter maintain full capability to use an alternate form of energy in lieu of gas for all purposes for which the additional gas hereunder is to be used.

## GENERAL INFORMATION

### 10. CONDITIONS OF GAS SERVICE: (CONT'D)

#### I. Dual Fuel Requirement: (Cont'd)

- (3) Existing firm customers whose total existing usage is 50,000 Dth or more per year that have heretofore obtained any gas service for which maintenance of dual fuel capability was a condition under this Section or any previously filed Section of this Schedule shall be required as a condition of continued service to maintain dual fuel capability.
- (4) Notwithstanding the provisions of Sections 10.I.(1) and 10.I.(2) of this Schedule, application may be made but firm gas shall not be furnished under this section to any applicant without the approval of the Company after a review of the Company's supply and load situation and approval by the PSC, if such applicant's new or additional firm annual gas usage will be more than 100,000 Dth.

#### J. Exceptions:

Notwithstanding all of the foregoing provisions of this Rule 10, the Company may, at any time, refuse to accept additional applications for new or additional gas service if, in its sole discretion, the Company believes that its supply and load circumstances are such that it cannot provide additional service without jeopardizing its already attached customers; provided, however, that the Company shall promptly advise the Public Service Commission of any such refusal, and the Public Service Commission shall have the right to require that the Company resume acceptance of some or all applications for service.

No applicant may rely on obtaining new or additional gas service unless and until the Customer's application is accepted by the Company. The applicant's priority eligibility for service shall be based upon the date the Company receives the Customer's application for gas service. Unless otherwise specified in the Company's acceptance of an application, such acceptance shall only be binding upon the Company if the applicant is actually ready to take the new or additional gas service within 180 days after the date of such acceptance.

#### K. Moratorium Need Criteria:

- (1) Prior to the Company's notification to the Public Service Commission in accordance with Section J above, the Company will evaluate projected demand to determine if it can be met (including, but not limited to maintaining acceptable pressure both on the Company's system and at the end-use customer's site) in accordance with the Public Service Commission's May 12, 2022, Order Adopting Gas System Planning Process in Case 20-G-0131. If it is determined that the Company is unable to meet projected demand, the Company may pursue alternative solutions, however, reliability for existing customers shall not be compromised.
- (2) At least two years in advance of the potential implementation date of a moratorium, the Company will make a filing with the Commission identifying potential moratorium locations ("Notice of Potential Moratorium"). The Notice of Potential Moratorium must include metrics and their associated values within the communities where the moratorium may be in effect. The metrics will demonstrate the need for the moratorium and allow interested entities to work with the LDC on NPAs.

## GENERAL INFORMATION

### 10. CONDITIONS OF GAS SERVICE: (CONT'D)

#### K. Moratorium Need Criteria (Cont'd):

(3) The criteria that the Company will evaluate prior to declaring a moratorium are listed below:

- a. Forecasted design day supply/demand imbalances through:
  - i. MMBtu per day available for delivery;
  - ii. Expected equivalent number of typical new residential or commercial and industrial customers; and
  - iii. The estimated years of expected growth that the system can absorb.
- b. Pressures at distribution system lateral endpoint for forecasted design day and historical consecutive day cold snap peak hours, looking at:
  - i. Minimum endpoint pressure for each geographic zone;
  - ii. Minimum endpoint pressure as a percentage of Maximum Allowable Operating Pressure ("MAOP") for each geographic zone; and
  - iii. The average endpoint pressure as a percent of the MAOP for each geographic zone.

(4) The Company will provide details of the criteria listed above on the Statement of Moratorium Criteria. The Statement of Moratorium Criteria will be filed on not less than 15 days' notice prior to its effective date.

(5) The Company will declare a moratorium as a last resort when it reaches the conclusion that it may not be possible to address any potential supply/demand imbalance in time to avoid the imbalance. The Company will file a Notice of Moratorium at least 120 days before the institution of a moratorium.

## GENERAL INFORMATION

### 11. 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.

Notwithstanding the foregoing, Section 8.X 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, pipes, 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 gas or from the presence or operation of the Company's structures, equipment, pipes, appliances or devices on the customer's premises, except injuries or damages resulting from the negligence of the Company.

#### D. 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.

### 12. UNUSUAL CONDITIONS AND INCREASED LOADS:

A. 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 customer's installation, extensions shall be constructed only when customers' contributions toward the cost of the extension or other satisfactory arrangement is sufficient to compensate the Company for the investment and expense involved.

B. Customer should give the Company reasonable advance notice, preferably in writing, of any proposed increase in service required, setting forth in such notice the amount, character, and the expected duration of time the increased service shall be required. If such increase in load necessitates added or enlarged facilities (other than metering equipment) for the sole use of any non-residential space heating or industrial customer, the Company may require customer to make a reasonable contribution to the cost of adding or enlarging the facilities whenever customer fails to give assurance, satisfactory to the Company, that the taking of the 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 PSC for a ruling as to the necessity for and reasonableness of the contribution required.

..DID: 11645

..TXT: PSC NO: 90 GAS

LEAF: 88

COMPANY: NEW YORK STATE ELECTRIC & GAS CORPORATION REVISION: 1

INITIAL EFFECTIVE DATE: 06/26/00 SUPERSEDING REVISION: 0

STAMPS:

RECEIVED: 04/03/00 STATUS: Effective EFFECTIVE: 06/26/00

### GENERAL INFORMATION

#### 13. CHARGES FOR SPECIAL SERVICES:

All work done by the Company at the request of the Customer and for the Customer, in addition to the provision of gas service (except outside regular business hours) will be charged for on the basis of cost as defined herein. For example, the following special services will be handled in this manner.

- A. Installation of temporary service.
- B. Connecting or disconnecting service outside regular business hours at the request of the Customer (unless the connecting of service is requested as the result of prior discontinuance for non-payment, in which case the Section 8.H. of this Schedule will apply).
- C. Relocation of Company-owned service pipes or mains at the request of the Customer.
- D. Making temporary changes to accommodate the Customer's wishes.
- E. Except in cases where the work required is due to a failure in the Company's equipment or in the supply of gas, all work done by the Company at the request of the Customer and for the Customer in addition to the provision of gas service will be charged for on the basis of cost as defined herein.
- F. The Company is not equipped to inspect, repair or adjust the Customer's appliances but, in cases of emergency, the Company will perform "screwdriver repairs" to ensure customer safety. This work will be done at no charge to the Customer, except for the replacement of a thermocouple and/or appliance connector which shall be performed based on cost. Screwdriver repairs encompass the provision of technical advice, minor adjustments and minor repairs, including the relighting of gas pilot lights, when such work is performed incidental to other utility work on Customer premises and is necessary to ensure the safety and reliability of gas service. Screwdriver repairs do not include parts replacement, except as provided above, are short in duration, and will not be solicited but performed only in response to safety related Customer calls.

Issued By: George E. Bonner, Vice President - Gas Operations & Marketing, Binghamton, NY  
(Name of Officer, Title, Address)

..DID: 19138

..TXT: PSC NO: 90 GAS

LEAF: 89

COMPANY: NEW YORK STATE ELECTRIC & GAS CORPORATION REVISION: 3

INITIAL EFFECTIVE DATE: 06/24/02 SUPERSEDING REVISION: 2

STAMPS:

RECEIVED: 05/15/02 STATUS: Effective EFFECTIVE: 06/24/02

### GENERAL INFORMATION

#### 13. CHARGES FOR SPECIAL SERVICES: (CONT'D)

##### G. Definition of Cost:

Cost will include labor, transportation, material and overhead 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 the Company's storeroom cost plus appropriate storeroom overheads, applicable sales taxes, and carrying charges.
- (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) In each instance, during ordinary working hours one-half (1/2) hour will be considered as the minimum and during other hours, the minimum shall be three-quarters (3/4) of an hour.

Issued By: Sherwood J. Rafferty, Senior Vice President, Ithaca, NY  
(Name of Officer, Title, Address)

**GENERAL INFORMATION**

**14. GAS SUPPLY CHARGE (GSC):**

A. Applicability

- (1) The GSC shall be applicable to all customers taking service pursuant to Service Classification Nos. 1, 2, 5, 9 and 10 of P.S.C. No. 87 Gas, or superseding issues thereof.
- (2) The applicable GSC, per Therm of usage, shall be charged to customers by prorating the GSCs in effect for heating load during the billing period based on the number of degree days each GSC was in effect during the billing period. For non-heating load, the applicable GSC, per Therm of usage shall be charged by prorating the GSCs in effect during the billing period based on the number of calendar days each GSC was in effect during the billing period.

B. Monthly GSC Calculation

- (1) A monthly GSC shall be calculated for each applicable service classification.

#### GENERAL INFORMATION

#### 14. GAS SUPPLY CHARGE (GSC): (CONT'D)

B. Monthly GSC Calculation: (Cont'd)

(2) Each monthly GSC shall be the sum of the Total Average Cost of Gas, the Pipeline Refund, the Annual Reconciliation Adjustment, the Interim Reconciliation Adjustment and other PSC approved adjustments.

C. The Total Average Cost of Gas is: (1) the sum of: (a) the Average Demand Cost of Gas and the Gas Cost Savings Adjustments attributable to demand costs multiplied by the Load Factor Adjustment (LFA), (b) the Average Commodity Cost of gas, and (c) the Gas Cost Savings Adjustments attributable to commodity costs; multiplied by the Factor of Adjustment (FOA); plus (2) the Merchant Function Charge (MFC).

(1) The Average Demand Cost of Gas shall be determined by applying the expected rates and charges of transporters, storage providers, and suppliers to the associated annualized billing determinants associated with transportation capacity, storage capacity and supply reservation for the period during which the GSC is to be effective;

- (a) Plus other supplier charges;
- (b) Less Standby Demand Charges received pursuant to Service Classification No. 6 of P.S.C. No. 87 - Gas, or superseding issues thereof;
- (c) Less Monthly Charges pursuant to Service Classification No. 17 of P.S.C. No. 88 - Gas, or superseding issues thereof;
- (d) Less Monthly Charges pursuant to Service Classification No. 11 of P.S.C. No. 88 - Gas, or superseding issues thereof;
- (e) Less demand charges associated with customers reserving sales status;
- (f) Plus/minus applicable fixed risk management costs;
- (g) Less revenue associated with the Capacity Component and the Reliability Surcharge Component of the TS, as set forth in General Information Section 16 of this Schedule; and then
- (h) Plus/minus applicable revenues associated with the Contribution to Storage Capacity Costs pursuant to Service Classification No. 18 of P.S.C. No. 88-Gas, or superseding issues thereof.
- (i) Plus the market price compensation that the Company paid to ESCO Direct Customers for gas diverted during a curtailment situation, as defined in Section 8.A.6 Compensation for Diverted Gas, of P.S.C. No. 88 - Gas.

PSC NO: 90 GAS  
NEW YORK STATE ELECTRIC & GAS CORPORATION  
Initial Effective Date: 07/01/16  
Issued in compliance with Order in Case 15-G-0284, dated June 15, 2016

Leaf: 90.1.1  
Revision: 3  
Superseding Revision: 1

#### GENERAL INFORMATION

#### 14. GAS SUPPLY CHARGE (GSC): (CONT'D)

C. The Total Average Cost of Gas is: (Cont'd)

(1) The Average Demand Cost of Gas: (Cont'd)

(j) The forecasted weather normalized quantities of gas to be taken for delivery to the Company's firm sales customers during the 12 calendar months ending the following August 31.

(2) The Average Commodity Cost of Gas shall be the commodity cost determined by applying the variable rates and charges of the transporters, storage providers and suppliers to the billing determinants associated with transportation, storage and gas supply for the forecasted weather normalized quantities of gas to be taken for delivery to the Company's sales customers during the month in which the GSC shall be in effect;

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

..DID: 21492

..TXT: PSC NO: 90 GAS

LEAF: 90.2

COMPANY: NEW YORK STATE ELECTRIC & GAS CORPORATION REVISION: 2

INITIAL EFFECTIVE DATE: 02/01/03 SUPERSEDING REVISION: 1

STAMPS: Issued in compliance with Commission order in Case 01-G-1668 dated 11/

RECEIVED: 01/30/03 STATUS: Effective EFFECTIVE: 02/01/03

### GENERAL INFORMATION

#### 14. GAS SUPPLY CHARGE (GSC): (CONT'D)

C. The Total Average Cost of Gas is: (Cont'd)

(2) The Average Commodity Cost of Gas: (Cont'd)

- (a) Plus the product of the average unit cost of gas in storage at the date of computation and the quantities of gas forecasted to be withdrawn from storage for the Company's customers during the month in which the GSC will be in effect;
- (b) Less the cost of gas attributable to Service Classification No. 3 of PSC No. 87 Gas, or superseding issues thereof;
- (c) Less cash-out charges received pursuant to General Information Section 4.F. through 4.I. of PSC No. 88 Gas, or superseding issues thereof;
- (d) Plus cash-out charges paid pursuant to General Information Section 4.F. through 4.I. of PSC No. 88 Gas, or superseding issues thereof;
- (e) Less standby commodity charges received pursuant to Service Classification No. 6 of PSC No. 87 Gas, or superseding issues thereof;
- (f) Less the cost of gas attributable to Service Classification No. 12 of PSC No. 88 Gas, or superseding issues thereof;
- (g) Less the cost of gas attributable to Service Classification No 4 of PSC No. 87 Gas, or superseding issues thereof.
- (h) Plus/minus applicable variable risk management costs;
- (i) Plus other supplier charges; and then  
Divided by,
- (j) The forecasted weather normalized quantities of gas to be taken for delivery to the Company's sales customers during the month in which the GSC will be in effect.

Issued By: James A. Lahtinen, Vice President-Rates & Regulatory Economics, Binghamton, NY  
(Name of Officer, Title, Address)

## GENERAL INFORMATION

### 14. GAS SUPPLY CHARGE (GSC): (CONT'D)

#### C. The Total Average Cost of Gas is: (Cont'd)

(3) Gas Cost Savings Adjustments: Consistent with the provisions pursuant to the Company's September 12, 2002 Joint Proposal, as approved by the PSC in its November 20, 2002 order in Cases 01-G-1668 and 01-G-1683, the Gas Cost Savings Adjustments represent three distinct provisions for the sharing of gas supply cost savings. The Gas Cost Savings Adjustments shall include the Merger Saving Adjustment set forth in 14.C.(3)(a), the Gas Cost Incentive Mechanisms (GCIMs) set forth in 14.C.(3)(b).

#### (a) Merger Savings Adjustment:

- (i) The Merger Savings Adjustment provides for the sharing of net supply savings arising from the merger of Energy East and RGS. Net supply savings attributable to the merger of Energy East and RGS shall be shared 50% customers and 50% Company for the first five 12-month periods after the merger (i.e., through June 30, 2007). Thereafter, the Company's gas customers shall receive 100% of the net synergy savings attributable to gas supply.
- (ii) The Mergers Savings Adjustment is a charge that shall be calculated and recovered on a quarterly basis. The Merger Savings Adjustment is calculated by dividing the Company share of the savings determined in C.(3)(a)(i) by the forecasted weather normalized quantities of gas to be taken for delivery to the Company's firm sales customers during the applicable three month period. The claimed recovery shall be supported by a compliance filing, as part of the monthly GSC filing, that demonstrates the total supply savings achieved for the applicable quarter, including all documentation and workpapers supporting the claimed savings.

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

#### 14. GAS SUPPLY CHARGE (GSC): (CONT'D)

C. The Total Average Cost of Gas is: (Cont'd)

(3) Gas Cost Savings Adjustments: (Cont'd)

(b) Gas Cost Incentive Mechanism:

- (i) 100% of the savings attributable to migration capacity release shall be for the benefit of customers.
- (ii) There shall be an 85%/15% sharing between customers and shareholders of:
  - 1. Company non-migration capacity release; and
  - 2. Company off-system sales net of gas cost;
- (iii) There shall be an 80%/20% sharing between customers and shareholders of savings from local production.

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

**GENERAL INFORMATION**

**14. GAS SUPPLY CHARGE (GSC): (CONT'D)**

C. The Total Average Cost of Gas is: (Cont'd)

(3) Gas Cost Savings Adjustments: (Cont'd)

(b) Gas Cost Incentive Mechanism: (Cont'd)

(iv) The GCIM Adjustment is a credit that is calculated by dividing the customer share of the savings determined in (i), (ii) and (iii) by the forecasted weather normalized quantities of gas to be taken for delivery to the Company's firm sales customers during the 12 calendar months ending the following August 31.

PSC No: 90 - Gas  
NEW YORK STATE ELECTRIC & GAS CORPORATION  
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**GENERAL INFORMATION**

**14. GAS SUPPLY CHARGE (GSC): (CONT'D)**

- C. The Total Average Cost of Gas is: (Cont'd)
  - (3) Gas Cost Savings Adjustments: (Cont'd)
    - (c) Reserved for Future Use

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

### GENERAL INFORMATION

#### 14. GAS SUPPLY CHARGE (GSC): (CONT'D)

C. The Total Average Cost of Gas is: (Cont'd)

(4) Load Factor Adjustment (LFA):

- (a) A LFA shall be applicable to each service classification of each GSA.
- (b) At a minimum, the LFAs shall be updated by the Company annually such that the weighted average LFA for each GSA shall total one. The weighted average LFA is calculated by multiplying the LFA of each service classification by the ratio of sales for each service classification to total sales.

(5) Factor of Adjustment (FOA):

- (a) The Company incorporated recommendations provided for in the NYPSC Staff White Paper on Lost and Unaccounted for Gas issued on January 27, 2012 with the following clarifications:
  - (i) Adjustments to the fixed FOA are allowed for exogenous events. Exogenous events would include, but are not limited to, events such as flooding and significant theft of service that are outside the Company's control.
  - (ii) Adjustments to the fixed FOA are allowed for significant and unanticipated impacts due to the restructuring of the natural gas industry in New York State. Any adjustment shall apply to the calculation of the actual FOA in any given year for incentive purposes.
- (b) Effective January 1, 2024:
  - The Company shall update the 10-year average LAUF to 10 years ending August 31, 2023.
  - (i) The FOA is set at 1.00022;
  - (ii) The Lost and Unaccounted for Gas (LAUF) Target is set at 0.0216%;
  - (iii) The dead band upper limit is set at 0.2089%;
  - (iv) The dead band lower limit is set at 0.000%.

## GENERAL INFORMATION

### 14. GAS SUPPLY CHARGE (GSC): (CONT'D)

#### C. The Total Average Cost of Gas is: (Cont'd)

##### (5) Factor of Adjustment (FOA): (Cont'd)

##### (f) System Performance Adjustment (SPA):

- (i) The SPA adjustment mechanism shall recover or refund gas costs for actual LAUF greater or lesser than the Target LAUF within the dead band as defined in Rule 14.C.(5)(e) above for all firm sales and transportation customers;
- (ii) Effective January 1, 2018 and each subsequent 12-month period starting January 1<sup>st</sup> and thereafter, a SPA per therm rate shall be applicable to Service Classification Nos. 1, 2, 5, 9, 10 and 11 sales customers and Service Classification Nos. 1T, 5T, 13T, 14T, 16T and 19T transportation customers. The SPA per therm rate shall be a credit if the actual system LAUF percentage is less than the LAUF Target or surcharge if the actual system LAUF percentage exceeds the LAUF Target during the 12-month period ending the previous August.
- (iii) The SPA per therm rate is set forth on the Gas Supply Charge Statement and the Statement of Transition Surcharge in P.S.C. 88 – Gas.

##### (6) Merchant Function Charge (MFC):

The MFC will be applicable to only those customers taking gas supply service from the Company. A separate MFC will be calculated for residential and non residential customers

i) The MFC shall include the following rate components as described in the Joint Proposal dated July 14, 2010 in Case Nos. 09-E-0715, 09-G-0716, 09-E-0717, and 09-G-0718, and as further amended by the Joint Proposal dated February 19, 2016, in Cases 15-E-0283, 15-G-0284, 15-E-0285, and 15-G-0286.

- a) Commodity-related Uncollectible Costs;
- b) Commodity-related Credit and Collections and Call Center costs;
- c) Commodity-related Administrative costs;
- d) Cash Working Capital on Commodity Hedge Margin costs;
- e) Cash Working Capital on Storage Inventory Carrying Costs; and
- f) Prior Period Reconciliation.

## GENERAL INFORMATION

### 14. GAS SUPPLY CHARGE (GSC): (CONT'D)

C. The Total Average Cost of Gas is: (Cont'd)

(6) Merchant Function Charge (MFC): (Cont'd)

- ii.) The MFC components shall be updated and reconciled as stated below in accordance with the Joint Proposal dated July 14, 2010 in Case Nos. 09-E-0715, 09-G-0716, 09-E-0717, and 09-G-0718, and as further amended by the Joint Proposal dated February 19, 2016, in Cases 15-E-0283, 15-G-0284, 15-E-0285, and 15-G-0286.
  - a)Commodity-related Uncollectible Costs
    - The commodity related uncollectible percentage rate shall be reset annually based on the most recent available 12-month period of actual uncollectibles. The commodity-related uncollectible component of the MFC shall be calculated each month by multiplying the uncollectible percentage rate for each of the groups described above by the associated monthly gas supply cost.
  - b)Commodity-related Credit and Collections and Call Center costs
    - The Credit and Collections and Call Center Cost Component shall be reconciled annually for differences in actual versus design sales only. The unit rate shall be reset annually based on recent sales forecasts.
  - c)Commodity-related Administrative costs
    - The Administrative Component shall be reconciled annually for differences in actual versus design sales only. The unit rate shall be reset annually based on recent sales forecasts.
  - d)Cash Working Capital on Commodity Hedge Margin costs
    - The cash working capital on Commodity Hedge cost component shall be based on the Companies' pre-tax rate of return and shall be reconciled to actual costs annually. Additionally, this component shall be updated annually to reflect actual costs from the most recent available 12-month period and the most recent sales forecast.
  - e)Cash Working Capital on Storage Inventory Carrying Costs.
    - The carrying charge used in the determination of monthly storage working capital costs shall be the Company's authorized pre-tax rate of return on the base storage level and the Commission's currently-effective Other Customer Capital rate on monthly amounts above the base storage level. The base storage level is defined as the lowest monthly balance.
    - This component shall be reconciled annually to actual applicable costs for the period.
    - Additionally, this component shall be updated annually to reflect actual costs from the most recent available twelve month period and the most recent sales forecast. .

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NEW YORK STATE ELECTRIC & GAS CORPORATION  
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Superseding Revision: 3

#### **GENERAL INFORMATION**

14. GAS SUPPLY CHARGE (GSC): (CONT'D)

D. Pipeline Refund:

The Company shall return pipeline refunds to customers in accordance with Section 21 of this Schedule.

E. Heater Charge

The costs of gas used to pre-heat city gate natural gas throughput at the Company's Gate Station shall be recovered as part of the Company's overall purchased gas costs and shall be recovered through the Gas Supply Charge for all applicable customers and Transition Surcharge for Service Classification Nos. 13, 14, and 19.

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

## GENERAL INFORMATION

### 14. GAS SUPPLY CHARGE (GSC): (CONT'D)

#### F. Annual Reconciliation Adjustment:

- (1) GSC recoveries shall be reconciled with actual gas supply expenses on an annual basis. The Annual Reconciliation Adjustment shall be determined by comparing gas supply expenses to GSC recoveries. The Annual Reconciliation shall reflect the applicable fixed FOA. The Annual Reconciliation Adjustment will be positive (a surcharge) when gas supply expense exceeds GSC recoveries. The Annual Reconciliation Adjustment will be negative (a refund) when GSC recoveries exceed gas supply expenses. The adjustment shall be determined as follows:
  - (a) The gas supply expense is the actual cost of gas incurred during the applicable period as described in General Information Section 14.C. through 14.E. of this schedule;
    - (i) Less the previous year's overcollection including interest, to the extent not refunded;
    - (ii) Plus the previous year's undercollection including interest, to the extent not recovered.
  - (b) The annual reconciliation shall exclude the shareholder portion of Gas Cost Savings described in Section 14.C.
  - (c) The annual reconciliation shall exclude the non-customer portion of GCIM.
  - (d) The Annual Reconciliation Adjustment is then calculated by dividing the gas supply expense, less GSC recoveries, by the forecasted firm sales quantities for the surcharge/refund period.
- (2) The Annual Reconciliation Adjustment shall include simple interest, as prescribed from time to time by the PSC, on any unamortized surcharge or refund balance.
- (3) The annual reconciliation period shall be the 12 months ended August 31 of each year. The annual reconciliation shall be filed with the PSC on or before October 15 of each year. The GSC annual surcharge/refund shall be effective with the GSC statement effective on January 1.

## GENERAL INFORMATION

### 14. GAS SUPPLY CHARGE (GSC): (CONT'D)

#### G. Interim Reconciliation Adjustment:

- (1) An Interim Reconciliation Adjustment may be applied during the 12-month period ending August 31 to provide for interim refunds or surcharges. Interim refunds or surcharges shall be permitted for the purpose of preventing a large over-collection or under-collection balance from accruing at August 31. Any Interim Reconciliation Adjustment shall be determined by the Company and filed with the PSC.

#### H. Monthly GSC Statement:

- (1) The GSC statement shall be filed not less than three days prior to the date on which it is proposed to be effective. Such statement shall be available to the public at Company offices at which applications for service may be made.
- (2) A new GSC statement, not subject to G.(1), may be filed on one day's notice to become effective not more than five days after the effective date of the initial statement if the replacement of cost estimates in the initial statement with actual costs results in a change in the average cost of gas of more than 5%.
- (3) Each GSC statement shall contain:
  - (a) An identification of the applicable schedule and service classifications;
  - (b) The effective period of the GSC. The GSC shall be effective on the date provided on the statement and shall remain in effect until changed by the filing of a subsequent statement;
  - (c) The date at which, and the period for which, the GSC was determined;
  - (d) The cost on a per Therm basis, before adjustments;

#### GENERAL INFORMATION

#### 14. GAS SUPPLY CHARGE (GSC): (CONT'D)

##### H. Monthly GSC Statement: (Cont'd)

- (3) Each GSC statement shall contain: (Cont'd)
  - (e) A summary of adjustments, including the LFA, FOA, Pipeline Refund, Research and Development Adjustment, Annual Reconciliation Adjustment, Interim Reconciliation Adjustment and other adjustments as approved by the PSC;
  - (f) The net amount, or GSC without the MFC, on a per Therm basis; and
  - (g) The MFC.
- (4) The Company shall file supporting data and workpapers underlying the GSC statement, consistent with 16 NYCRR, Chapter VII Provisions Affecting Public Service, Subchapter C, Rates and Charges, Part 720, Construction and Filing of Tariff Schedules, or superseding issues thereof.

##### I. Alternative Gas Cost:

- (1) The Company may seek to offer customers alternative pricing mechanisms to that provided above.
- (2) Any such alternative pricing mechanism shall be filed with, and approved by, the PSC prior to implementation.

#### 15. INCREMENTAL GAS SUPPLY CHARGE (IGSC):

##### A. Applicability of the IGSC:

In lieu of the GSC, the IGSC shall be applicable to daily metered transportation customers requesting to return to sales service under P.S.C. No. 87 Gas, Service Classification Nos. 2, 9, or 10 when the Company has or can obtain capacity and gas supply to provide such service without jeopardizing the reliability of service to the Company's existing customers receiving firm gas sales service. The IGSC shall not be applicable to transportation customers that pay to reserve their "Sales Customer" status. The IGSC shall also be applicable to customers taking service under P.S.C. No. 87 Gas, Service Classification No. 3 and P.S.C. No. 88 Gas, Service Classification No. 2 requesting to return to firm sales service.

If the Company is unable to obtain capacity to serve the IGSC customers, then such customers shall be placed on a curtailment list after dual fuel customers.

Transportation customers returning to gas sales service where the only remaining load is heating load to prevent freezing of an empty building shall be subject to the GSC in lieu of the IGSC.

## GENERAL INFORMATION

### 15. INCREMENTAL GAS SUPPLY CHARGE (IGSC): (CONT'D)

#### B. Monthly IGSC Calculation

- (1) Each month the IGSC will be the higher of:
  - a. The GSC multiplied by 110% during the months of April through October (or 125% during the months of November through March); or
  - b. The GSC plus any incremental costs incurred by the Company to serve the returning customers, including, but not limited to: pipeline and storage capacity, commodity and variable costs and fuel.
- (2) The IGSC will apply for a period of twelve (12) months, except in instances where the customer returning to sales service is imposing incremental costs in excess of the GSC with the above multipliers added. In such instances, the customer will be responsible for paying for those costs for as long as the collection of costs from such customer is justified. If an IGSC customer returns to transportation service pursuant to PSC No. 88 – Gas prior to the end of the contract for capacity, and the Company determines the capacity is not needed for system supply, the capacity will be released to the customer's ESCO for the remaining term of the ESCO's contract. If the customer's ESCO does not take release of the capacity then the customer is obligated to pay the Company the pipeline capacity costs for the remaining term of the contract and any other costs the Company incurred on their behalf.

#### C. Annual Reconciliation

The IGSC will be reconciled annually and included in the annual reconciliation of gas costs as described in Section 14.F.

#### D. Monthly IGSC Statement

- (1) The monthly IGSC statements will be filed not less than three (3) days prior to the date on which it is proposed to be effective.
- (2) A new IGSC statement may be filed on one (1) day's notice to become effective not more than five (5) days after the effective date of the initial statement if the replacement of cost estimates in the initial statement with actual costs results in a change in the average cost of gas of more than five percent (5%).
- (3) Each IGSC statement will contain:
  - (a) An identification of the applicable schedule, rate area and service classifications;
  - (b) The effective period of the IGSC. The IGSC will be effective on the date provided on each statement and will remain in effect until changed by the filing of a subsequent statement;
  - (c) The date at which, and the period for which, the IGSC was determined;
  - (d) The cost on a per Therm basis, before adjustments;

**GENERAL INFORMATION**

**15. INCREMENTAL GAS SUPPLY CHARGE (IGSC): (CONT'D)**

**D. Monthly IGSC Statement: (Cont'd)**

- (3) Each IGSC statement will contain: (Cont'd)
  - (e) A summary of adjustments, including the LFA, FOA, Pipeline Refund, Annual Reconciliation Adjustment, Interim Reconciliation Adjustment and other adjustments as approved by the PSC;
  - (f) The net amount of the IGSC without the MFC, on a per Therm basis; and
  - (g) The MFC.

PSC NO. 90 Gas  
NEW YORK STATE ELECTRIC & GAS CORPORATION  
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#### **GENERAL INFORMATION**

**15. Reserved for Future Use**

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

PSC NO. 90 Gas  
NEW YORK STATE ELECTRIC & GAS CORPORATION  
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Revision: 4  
Superseding Revision: 3

#### **GENERAL INFORMATION**

**15. Reserved for Future Use**

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

**GENERAL INFORMATION**

**15 .** Reserved for Future Use.

**16. TRANSITION SURCHARGE (TS):**

Except as noted below, the TS is applicable to the following:

PSC 87 Sales:

- SC 1 - Residential Service
- SC 2 - General Service
- SC 5 - Seasonal Gas Cooling Service
- SC 8 - Firm Sales To Large General Service
- SC 9 - Industrial Manufacturing and Processing
- SC 10 - Non-Residential Distributed Generation Firm Sales Service
- SC 11 - Residential Distributed Generation Firm Sales Service

PSC 88 Transportation:

- SC 1 - Firm Transportation Service
- SC 4 - Large Firm Transportation Service
- SC 5 - Small Firm Transportation Service
- SC 13 - Residential Firm Aggregation Transportation Service
- SC 14 - Non-Residential Firm Aggregation Transportation Service
- SC 16 - Non-Residential Distributed Generation Firm Transportation Service
- SC 19 - Residential Distributed Generation Firm Aggregation Transportation Service

A statement of the Transition Surcharge (TS) will be filed with the PSC no later than three (3) days before its effective date.

..DID: 20976  
..TXT: PSC NO: 90 GAS LEAF: 96  
COMPANY: NEW YORK STATE ELECTRIC & GAS CORPORATION REVISION: 1  
INITIAL EFFECTIVE DATE: 12/01/02 SUPERSEDING REVISION: 0  
STAMPS: Issued in compliance with Commission order in Case 01-G-1668 dated 11/  
RECEIVED: 11/26/02 STATUS: Effective EFFECTIVE: 12/01/02

### GENERAL INFORMATION

#### 16. TRANSITION SURCHARGE: (CONT'D)

The TS will reflect the following:

A. Capacity Component: The recovery of costs incurred by the Company as a result of Customer migration from sales service to transportation service.

(1) The capacity costs to be recovered are calculated as follows:

(a) The portion of capacity costs (\$cap) associated with customers that have switched from sales to transportation service after April 1, 1999 or who have had capacity assigned but are no longer taking such assignment, should be calculated as follows:

$$\text{\$cap} = \text{MA\_\$cap} + \text{SA\_\$cap}$$

where,

MA\_ \$cap = Market Area stranded capacity costs

SA\_ \$cap = Supply Area stranded capacity costs

(b) 
$$\text{MA\_\$cap} = \frac{[(\text{tcap} - \text{MA\_ucapD} - \text{MA\_fgrow}) / (\text{ucap} - \text{MA\_ucapD})] * [\text{MA\_ucap\$} - \text{MA\_ucapD\$}]}$$

where,

tcap = amount of capacity associated with customers using their own capacity to bring gas to the citygate (dt).

MA\_ucapD = the Company's market area pipeline capacity that has been de-contracted due to customer migration from sales to transportation (dt).

MA\_fgrow = the amount of tcap used to meet growth in the Company's firm sales load (dt).

Issued By: James A. Lahtinen, Vice President-Rates & Regulatory Economics, Binghamton, NY  
(Name of Officer, Title, Address)

### GENERAL INFORMATION

#### 16. TRANSITION SURCHARGE: (CONT'D)

##### A. Capacity Component: (Cont'd)

(1) The capacity costs to be recovered are calculated as follows: (Cont'd)

(b) (Cont'd)

Ucap = total utility upstream pipeline capacity (dt).

MA\_ucap\$ = utility upstream market area capacity costs (\$).

MA\_ucapD\$ = utility market area capacity costs that have been decontracted (\$).

(c)  $SA\_Scap = [(tcap - SA\_ucapD - SA\_fgrow) / (ucap - SA\_ucapD)] * [SA\_ucap\$ - SA\_ucapD\$]$

where,

tcap = amount of capacity associated with customers using their own capacity to bring gas to the citygate (dt).

SA\_ucapD = the Company's supply area pipeline capacity that has been de-contracted due to customer migration from sales to transportation (dt).

SA\_fgrow = the amount of tcap used to meet growth in the Company's design day firm sales load (dt).

Ucap = total utility upstream pipeline capacity (dt).

SA\_ucap\$ = utility upstream supply area capacity costs (\$).

SA\_ucapD\$ = utility supply area capacity costs that have been decontracted (\$).

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SUPERSEDING REVISION: 1

#### GENERAL INFORMATION

#### 16. TRANSITION SURCHARGE: (CONT'D)

##### A. Capacity Component: (Cont'd)

- (1) The capacity costs to be recovered are calculated as follows: (Cont'd)
  - (d) The \$cap is then reduced by 100% of the savings derived from capacity release attributable to customers migrating from firm sales service to transportation service on or after November 2, 1995.

**GENERAL INFORMATION**

**16. TRANSITION SURCHARGE (TS):**

A. Capacity Component: (Cont'd)

- (2) The Capacity Component of the TS shall not be applicable to customers in Service Classification Nos. 1, and 5 of P.S.C. No. 88 Gas, or superseding issues thereof, initiating service on or before November 2, 1995. However, a customer that: (1) elects Standby Sales Service under Service Classification No. 6 of P.S.C. No. 87 Gas or superseding issues thereof; or (2) reserves their "Sales Customer Status" shall be charged the applicable TS regardless of service date. Also, a customer electing less than full Standby Sales Service shall be charged a prorated TS based on the ratio of Standby Sales Service to MDTQ.

- B. Heater Charge: The recovery of Heater Charges pursuant to Appendix F of the Company's February 19, 2016 Joint Proposal, as approved by the PSC in its June 15, 2016 Order issued in Cases 15-E-0283, 15-G-0284, 15-E-0285, and 15-G-0286.

## GENERAL INFORMATION

### 16. TRANSITION SURCHARGE (TS): (Cont'd.)

C. Reliability Surcharge Component: The recovery of the Reliability Surcharge pursuant to Section IX.3.c. (i) of the Company's August 8, 2003 Phase 2A Joint Proposal, as approved by the PSC in its September 23, 2003 order issued in Case 01-G-1668. The Reliability Surcharge recovers the costs associated with upstream reliability capacity retained for each GSA. The capacity requirements shall be adjusted annually for design day and typical peak day requirements, including growth on the system.

- (1) This component of the TS shall only be applicable to non-daily metered service pursuant to:
  - (a) Service Classification Nos. 1, 2, 8 and 9 of P.S.C. No. 87 Gas, or superseding issues thereof.
  - (b) Service Classification Nos. 13 and 14 of P.S.C. No. 88 Gas, or superseding issues thereof.
- (2) The costs to be recovered through the reliability surcharge component shall be reduced by a proportionate share of revenues associated with the applicable share of non-migration capacity release, net off-system sales revenue and Pipeline Refunds related to services used in the derivation of the surcharge.
- (3) On or before September 30 of each year, beginning with 2004, the Company shall provide a report to the Director of the Office of Gas and Water that includes the calculation for the projected year's capacity requirements, a statement of the changes from the previous year, an explanation of the reason(s) or basis for the changes, and all associated workpapers. Copies of this report shall be contemporaneously provided to marketers operating in the Company's gas service territory and any other interested party that specifically requests it.
- (4) The calculation of storage inventory working capital carrying costs included in the gas reliability surcharge shall be consistent with the storage inventory carrying cost calculation described in General Information Section 14.C.6.ii.e.

D. Late Payment Charge and Other Waived Fees ("LPCO") Surcharge

The Late Payment Charge and Other Waived Fees ("LPCO") Surcharge shall recover the late payment charges and other waived fees in accordance with the Commission's Order issued in Case 22-M-0119.

1. Applicable to:

The LPCO Surcharge shall be applicable to all customers taking gas delivery service. Service Classification Nos. 1, 2, and 5 of P.S.C. No. 87 Gas and Service Classification Nos 1, 5, 7, 13, 14 and 16 of P.S.C. No. 88 Gas.

E. Other Components: The Transition Surcharge shall include other components as applicable:

- (1) System Performance Adjustment
- (2) Pipeline Refund

**GENERAL INFORMATION**

**17. WEATHER NORMALIZATION ADJUSTMENT (WNA):**

A. Applicability:

- (1) The WNA shall be applicable to all space heating customers, except as otherwise set forth herein, taking service pursuant to Service Classification Nos. 1, 2, 8, 9, and 11 of P.S.C. No. 87 - Gas, or superseding issues thereof, and Service Classification Nos. 1, 5, 13, 14, and 19 of P.S.C. No. 88 - Gas, or superseding issues thereof.
- (2) A firm industrial revenue class customer, taking service pursuant to a tariff that imposes the WNA, shall be deemed a space heating customer if more than 50% of such industrial customer's annual usage is experienced in the period November 1 through March 31.
- (3) The WNA shall be applied to the total gas usage during the WNA season of October 1 through May 31 of each year.

If only a portion of a customer's total gas usage for a particular billing period is applicable to the WNA season, then the WNA shall be adjusted to reflect the portion applicable to the WNA season.

### GENERAL INFORMATION

#### 17. WEATHER NORMALIZATION ADJUSTMENT (WNA): (CONT'D)

##### B. Calculation of the WNA:

- (1) The WNA shall be calculated using the following formulas:

$$\text{WAF} = \frac{\text{DDF} * [\text{NHDD} - \text{AHDD}]}{(\text{BP} * \text{BLT}) + (\text{DDF} * \text{AHDD})}$$

$$\text{Therms}_{\text{Normal}} = \text{Therms}_{\text{Actual}} + (\text{Therms}_{\text{Actual}} * \text{WAF})$$

$$\text{WNA}_n = (R_n * \text{Therms}_{\text{Normal}(n)}) - (R_n * \text{Therms}_{\text{Actual}(n)})$$

$$\text{WNA}_{\text{Total}} = \text{Sum}(\text{WNA}_n)$$

- (2) Where,

- (a) "WAF" is the Weather Adjustment Factor.
- (b) "HDD" or Heating Degree Days are the difference between 65degrees Fahrenheit and the average of the minimum and maximum temperature as reported by the applicable National Weather Service station for a particular day. The HDD are zero when the average temperature is greater than 65 degrees Fahrenheit. HDD is also used to refer to the cumulative HDD for any defined period greater than one day.
- (c) "NHDD" or Normal Heating Degree Days, for any given calendar day, are based upon a 10-year average of the heating degree days for that calendar day. The applicable 10-year period ends on December 31<sup>st</sup> of the year before the current WNA season. NHDD is also used to refer to the cumulative NHDD for any defined period greater than one day.

## GENERAL INFORMATION

### 17. WEATHER NORMALIZATION ADJUSTMENT (WNA): (CONT'D)

#### B. Calculation of the WNA: (Cont'd)

##### (2) Where, (Cont'd)

- (d) "AHDD" or Actual Heating Degree Days are the actual difference between 65 degrees Fahrenheit and the average of the minimum and maximum temperature as reported by the applicable National Weather Service station for a particular day. AHDD is zero when the average temperature is equal to or greater than 65 degrees Fahrenheit. AHDD is also used to refer to the cumulative AHDD for any defined period greater than one day.
- (e) "BP" or Billing Period is the actual number of billing days that occur during the WNA season.
- (f) "BLT" or Base Load Therms is the estimated number of non-temperature sensitive Therms per day. The estimate is based on the average daily use in the July and August billing months. If the customer has insufficient billing history to calculate the BLT, the average BLT for the applicable service class shall be used. The service class average BLTs shall be revised annually.
- (g) "DDF" or Degree Day Factor is the estimated number of temperature sensitive Therms required for each heating degree day. If the customer has insufficient billing history to calculate the DDF, the average DDF for the applicable service class shall be used. The service class average DDFs shall be revised annually.
- (h) "Therms<sub>Normal</sub>" is the estimated number of Therms the customer would have used if the weather were normal during the billing cycle.
- (i) "Therms<sub>Actual</sub>" is the number of Therms the customer actually used during the billing cycle.
- (j) "Therms<sub>Normal(n)</sub>" is the number of Therms<sub>Normal</sub> that fall in the applicable rate block.
- (k) "Therms<sub>Actual(n)</sub>" is the number of Therms<sub>Actual</sub> that fall in the applicable rate block.

**GENERAL INFORMATION**

**17. WEATHER NORMALIZATION ADJUSTMENT (WNA): (CONT'D)**

B. Calculation of the WNA: (Cont'd)

(2) Where, (Cont'd)

- (l) "WNA<sub>n</sub>" is the weather normalization adjustment for the applicable rate block and is expressed in dollars.
- (m) "R<sub>n</sub>" is the applicable block rate and is expressed in dollars per Therm.
- (n) "WNA<sub>total</sub>" is the customer's weather normalization adjustment and is expressed in dollars.

**18. RESEARCH AND DEVELOPMENT (R&D) ADJUSTMENT:**

- A. Consistent with the PSC's order in Case 99-G-1369, the Company shall implement a Research and Development (R&D) Adjustment to provide funding for R&D programs.
- B. The R&D Adjustment shall be applicable to:
  - (1) Service Classification Nos. 1, 5, 13, 14, 16, and 19 of P.S.C. No. 88 - Gas, or superseding issues thereof, and
  - (2) Service Classification Nos. 1, 2, 5, 9, 10, and 11 of .P.S.C. No. 87 - Gas, or superseding issues thereof.
- C. R&D funding obtained through application of the R&D Adjustment may equal, but not exceed, \$650,000 per calendar year.
- D. A statement reflecting the R&D Adjustment shall be filed with the PSC no later than three days before the effective date. Such statements shall be readily accessible to the public.

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

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## **GENERAL INFORMATION**

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Issued in compliance with Order in Case 01-G-1668 dated September 23, 2004

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

## GENERAL INFORMATION

### 19. INTEREST ON CUSTOMER OVERPAYMENTS:

The Company shall provide interest on customer overpayments in accordance with 16 NYCRR Part 277.

A customer overpayment is defined as payment by the customer to the Company in excess of the correct charge for gas 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.

### 20. SYSTEM BENEFITS CHARGE (SBC):

A System Benefit Charge (SBC) recovers costs associated with clean energy activities conducted by the New York State Energy Research and Development Authority (NYSERDA). The SBC is collected from the following:

- (1) Service Classification Nos. 1, 5, 7, 13, 14, 15, 16, and 19 of P.S.C. No. 88 Gas, or superseding issues thereof; and
- (2) Service Classification Nos. 1, 2, 10, and 11 of P.S.C. No. 87 Gas, or superseding issues thereof.

On an annual basis, the SBC Statement shall be filed on not less than 15 days' notice to become effective January 1<sup>st</sup>. Such statement may be found at the end of each Schedule (P.S.C. No. 87 – Gas and P.S.C. No. 88 - Gas). The statement shall set forth the following surcharge rates:

#### A. Clean Energy Fund (CEF) Surcharge Rate:

The CEF surcharge rate collects funds associated with clean energy activities administered by NYSERDA and includes the following program activities: NYSERDA Low- to Moderate-Income (LMI) Energy Efficiency and Building Electrification (EEBE) Portfolio. The surcharge rate shall be calculated by dividing the necessary collections by the projected annual term sales. Necessary collections shall include:

1. Annual authorized collections for NYSERDA administered programs, plus or minus any under- or over-collections for prior years.
2. The NYSERDA LMI EE/BE Surcharge shall collect funds for the LMI EE/BE Portfolio for the 2026-2032 period. Costs to be included shall be specified by the Commission under Case No. 25-M-0249. The rate shall be set annually with LMI EE/BE program costs divided by projected sales, plus or minus any under- or over-collections, with uncommitted funds and accrued interest used to offset future collections.

PSC NO. 90 Gas  
NEW YORK STATE ELECTRIC & GAS CORPORATION  
Initial Effective Date: 01/17/18  
Issued in compliance with Order in Case No. 09-M-0311, dated 12/19/17.

Leaf No: 105.1  
Revision: 3  
Superseding Revision: 2

#### **GENERAL INFORMATION**

**21. Reserved for Future Use**

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

## GENERAL INFORMATION

### 22. REVENUE DECOUPLING MECHANISM (RDM) ADJUSTMENT

#### 1. Applicable to:

All customers taking firm service under P.S.C. No. 87 Service Classification Nos. 1 and 2, and P.S.C. No. 88 Service Classification Nos. 1, 5, 13, and 14 shall be subject to a RDM Adjustment as described below.

#### 2. Definitions

- a. Delivery Service Revenue (DSR) Targets – monthly weather-normalized targets shall be developed based on the Company’s delivery revenue requirement established in Case No. 22-G-0318. Residential customers taking service under P.S.C. No. 87 Service Classification No. 1 and P.S.C. No. 88 Service Classification No.13 shall be combined into monthly DSR Targets. Non-residential customers taking service under P.S.C. No. 87 Service Classification No. 2 and P.S.C. No. 88 Service Classification Nos. 1, 5, and 14 shall be combined into monthly DSR Targets. DSR Targets for each of the Rate Years are set forth in the Joint Proposal dated June 14, 2023 in Case Nos. 22-E-0317, 22-G-0318, 22-E-0319, and 22-G-0320 and approved by the Commission on October 12, 2023. The DSR Target for Rate Year 3 shall repeat annually until changed by the Commission.
  - (i) The Company shall have two RDM classes for reconciliation purposes: one residential class consisting of residential P.S.C. No. 87 Service Classification No. 1 and P.S.C. No. 88 Service Classification No. 13 customers; and one consolidated non-residential class consisting of non-residential P.S.C. No. 87 Service Classification No. 2, and P.S.C. No. 88 Service Classification Nos. 1, 5, and 14 customers.
- b. “Delivery Revenues” - For the purpose of RDM, Delivery Revenues shall be measured as the sum of the billed base delivery revenues from all customers for each service classification (customer charges, per therm delivery rates, and Make-Whole Rates). For purposes of this calculation, revenues related to the System Benefits Charge (SBC), Rate Adjustment Mechanism (RAM), Merchant Function Charge (MFC), Non-Pipes Alternative (NPA) Surcharge, Earnings Adjustment Mechanism (EAM) Surcharge, Transition Charge, and gross receipts taxes are excluded. All sales to economic incentive rate incentive customers and low income customers shall be priced out at standard service classification rates in developing the DSR Targets.
- c. “Rate Year” – for the purposes of RDM, Rate Year 1 shall be effective through April 30, 2024. Each Rate Year thereafter shall begin on May 1 in all subsequent 12-month periods.

#### 3. Calculation

- a. Each month, actual billed delivery service revenues shall be reconciled to account for weather normalized delivery service revenues. Actual delivery service revenues are defined as the revenue received from base delivery rates (customer charges and per-therm delivery rates). Actual delivery service revenues shall reflect the weather normalization adjustment clause.
- b. At the end of the Rate Year, actual billed delivery service revenues by RDM class for the entire Rate Year shall be compared to the cumulative monthly targets for the entire Rate Year. Any variance from the cumulative monthly targets for the Rate Year shall be either surcharged or credited to customers over the 12 monthly periods of the immediately succeeding Rate Year. Surcharges or credits shall be developed on an RDM class basis. Any surcharge or credit amount shall reflect interest at the then effective other customer deposit rate. Any such surcharge or credit under the annual reconciliation or interim reconciliation process (refer to 3.d. below) shall be recovered or returned through RDM class specific rates. Surcharges or credits arrived at in the annual reconciliation shall reflect amounts already surcharged or refunded through the interim reconciliation process.

## GENERAL INFORMATION

### 22. REVENUE DECOUPLING MECHANISM (RDM) ADJUSTMENT (Cont'd)

#### 3. Calculation (Cont'd)

- c. The first two months of the Rate Year shall be adjusted upward to reverse the effect of pro-ration between old and new rates in actual billed delivery service revenue. The actual billing determinants for each RDM applicable service class shall be multiplied by the approved rates for the Rate Year.
- d. If at any time during the Rate Year the cumulative difference between the actual billed delivery service revenues and the cumulative target revenues is 1.50% or more, the Company may file an interim RDM Adjustment for each RDM classification.

Such interim RDM Adjustment shall be limited to no more than one per Rate Year and shall occur over four months or until the end of the Rate Year, whichever is longer.

#### 4. Filing of Statements

- a. A Revenue Decoupling Mechanism (RDM) Statement setting forth the rate adjustment shall be filed with the Public Service Commission on not less than 30-days' notice.
- b. Should the Company file an interim RDM Adjustment as described above, such filing shall occur on not less than 10-days' notice.
- c. Such statements can be found at the end of each Schedule (P.S.C. No. 87 – Gas and P.S.C. No. 88 - Gas).

#### GENERAL INFORMATION

### 23. 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 NYSEDA Loan Installment amounts primarily through the customer's utility bill when notified by NYSEDA that these NYSEDA Loan Installments apply to the customer's utility account. Unless otherwise precluded by law, participation in the NYSEDA 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 NYSEDA, or its agents, certain customer information and take other actions for purposes of the NYSEDA Loan Installment Program. The Company shall implement the NYSEDA 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 NYSEDA 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 NYSEDA 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 NYSEDA Loan Installment Program, NYSEDA shall notify the Company of the monthly loan installment amounts and the number of months of the NYSEDA 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 NYSEDA. 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 NYSEDA Loan Installment obligation can exist on a customer's utility account. Should the customer enter into an additional NYSEDA Loan Installment agreement, NYSEDA shall replace the current NYSEDA Loan Installment on the account with a new consolidated NYSEDA Loan Installment and notify the Company of the new NYSEDA Loan Installment amount and corresponding NYSEDA Loan term in months.

Beginning no later than the second bill after the Company receives a valid customer account number from NYSEDA, 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 NYSEDA 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 8.G); and
- (b) termination/disconnection and reconnection of service (pursuant to General Information Rule 8.E and General Information Rule 8.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.

NYSEDA Loan installment amounts shall not be subject to the Increase in Rates and Charges Applicable Where Service is Supplied pursuant to General Information Rule 3 of P.S.C No. 88.

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 NYSEDA loan installment amounts.

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

## GENERAL INFORMATION

### 23. 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

### 24. Low Income and Energy Affordability Programs

#### A. Low Income Program

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 be automatically 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 8.Q.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 8.Q.1 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.

## GENERAL INFORMATION

### 24. Low Income and Energy Affordability 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

### 24. Low Income and Energy Affordability 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

### 24. 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 gas customer of the Company taking service under PSC 87, Service Classification No. 1 and/or a residential electric customer of the Company taking service under PSC 120, 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 24.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. \$1.00 for Tier 3 customers

## GENERAL INFORMATION

### 25. GLOSSARY:

The following words and terms when used in this Schedule 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 Company.

**Actual Reading:** A meter reading obtained by a Company employee from either the meter or a remote registration device attached thereto.

**Adjusted Gas Revenue:** The revenue realized from the applicable service classification rates and charges, minus revenue taxes, the minimum charge and the cost of gas.

**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 request 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 request 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 of governmental agency requesting gas 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 primary 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 a developer, builder, person, partnership, association, corporation or governmental agency requesting gas 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.

**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.

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

## GENERAL INFORMATION

### 25. GLOSSARY: (CONT'D)

**British Thermal Unit (“BTU”):** The amount of heat required to raise the temperature of one pound of water one degree Fahrenheit at 60° Fahrenheit.

**Budget Payment Plan:** A billing plan designed to reduce fluctuations in a customer’s bill payments due to varying, but predictable patterns or consumption.

**Business Days:** Any Monday through Friday when the Company's business offices are open; excluding holidays recognized by the Company.

**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.

**Citygate:** The interconnection point between an upstream Pipeline and the local facilities through which the Company receives deliveries from that pipeline.

**Commission or PSC:** Public Service Commission of the State of New York, or any successor agency thereto.

**Company:** New York State Electric & Gas Corporation, or any successor organization thereto.

**Control Area:** The Gas Control Area is the Company’s gas service territory.

**Core Customer:** A Customer that has no viable alternative fuel and relies on the Company for gas delivery and/or commodity service.

**Corporation:** see Company.

**Cost of Gas:** Computed by multiplying the average cost of gas per unit, as used in the Gas Supply Charge (GSC) calculation, by the units of gas used.

**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.

**Critical Care Customer(s):** A Customer(s) that heats all or any portion of any building, including apartment houses, prisons, dormitories, nursing homes, hospitals, hotels, and other buildings where persons may dwell on a permanent basis, solely with natural gas. Also known as “Human Needs Customer(s).”

**Cubic Foot (Cf):** The amount of gas required to fill a volume of one cubit foot under stated conditions of temperature, pressure and water vapor, usually referenced to 14.7 PSI and 60° Fahrenheit.

## GENERAL INFORMATION

### 25. GLOSSARY: (CONT'D)

#### **Cubic Foot (CF):**

##### A. Low Pressure Sales:

For sales from low pressure distribution pipelines, or where a displacement type meter not equipped with pressure gauges, or for which pressures are not recorded or taken, or not having incorporated into it devices to correct to a standard pressure or temperature base, is used, a cubic foot of gas shall be that amount of gas which occupies a volume of one cubic foot at the time metered and under the conditions existing at the customer's meter.

##### B. Other Than Low Pressure Sales Under Section 17.A.:

For sales at high or intermediate pressures or where an orifice type meter is used, or a displacement type meter, with pressure volume or time devices, or for which pressures are recorded or taken or having incorporated into it, devices to correct to a standard pressure or temperature base, is used, a cubic foot of gas shall be that amount of gas which occupies one cubic foot at an absolute pressure of 14.73 lbs. per square inch and a temperature of 60 degrees Fahrenheit. To determine the volume of gas delivered, required factors such as pressure, flowing temperature, specific gravity and deviations from the laws for ideal gases shall be applied. The average absolute atmosphere pressure (Barometric Pressure) shall be assumed to be 14.4 lbs. per square inch, irrespective of actual elevation or location of the delivery point above sea level or variations in actual barometric pressure from time to time. The temperature of the gas flowing through the meter or meters shall be the arithmetic average of the temperature record; or read from established tables of monthly averages for the location involved. The gas shall be measured in accordance with methods in use in the industry generally and recommended by the Gas Measurement Committee of the Natural Gas Department of the American Gas Association, applied in a practical manner.

#### **Customer:**

Residential Customer: A person who is receiving service at a dwelling for his or her 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 his or her 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:** Discrete 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.

**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 a Company representative and the Customer, and each must receive a copy, before it becomes enforceable by either party.

**GENERAL INFORMATION**

**25. GLOSSARY: (CONT'D)**

**Degree Days or Heating Degree Days (“HDD”):** A measure of deviation in temperature calculated by subtracting the average daily temperature from 65° Fahrenheit.

**Dekatherm (“Dt”):** 10 therms which is the quantity of heat energy equal to 1,000,000 BTUs.

**Delinquent Non-Residential Customer:** A customer who has made a late payment on two or more occasions within the previous 12-month period.

**Deliveries:** Gas delivered to a Distribution Point of Receipt.

**Department of Public Service (“DPS”):** New York State Department of Public Service.

**Distribution Point(s) of Delivery:** Point(s) on the Distribution System where the Company delivers gas.

**Distribution Point(s) of Receipt/Receipt Point(s):** Point(s) at which the Company receives gas on the Transmission and/or distribution System from other sources.

**Distribution System:** The facilities owned, controlled or operated by the Company that are used to provide gas Distribution Service under this Tariff.

**FERC:** Federal Energy Regulatory Commission, or any successor or agency thereto.

**Firm Service:** The highest quality sales or transmission service offered to Customers under a rate schedule that anticipates no service interruptions.

**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 the 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.

**Heating Value:** The number of British Thermal Units produced by the combustion, at constant pressure, of the amount of anhydrous gas which would occupy a volume of one cubic foot at a temperature of 60° Fahrenheit and under an absolute pressure of 14.73 pounds per square inch with air of the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of gas and air, and when the water formed by combustion is condensed to the liquid state.

**High Pressure Main:** A main shall be considered high pressure when a governor is required to be installed between a service convection to the main and the customer’s meter.

**GENERAL INFORMATION**

**25. GLOSSARY: (CONT'D)**

**Human Needs Customer:** See “Critical Care Customer(s).”

**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.

**Load:** The amount of gas consumed. An ESCO’s Load is the total volume of gas consumed by the ESCO itself and all of its Customers, if any.

**Load Factor:** The ratio of the average consumption to maximum consumption for a given time period.

**Losses:** The loss of gas, resulting from its transportation over the Distribution System, between the Distribution Point(s) of Receipt and the Distribution Point(s) of Delivery.

**Lost and Unaccounted for Gas:** The difference between the quantity of gas available from all sources (purchased, transported, and locally produced) and the quantity accounted for by sales, deliveries of Company use.

**Main:** A pipeline located on a public or private right-of-way which is generally available or used to transport gas to more than one service line.

**Make-Whole Charge or Make-Whole Rate:** In accordance with Public Service Commission Order issued October 12, 2023 in Case 22-G-0318, the Make-Whole Usage/Make-Whole Rate Charge 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 Usage Charge/Make-Whole Rate commences November 1, 2023 and remains in effect through April 30, 2024.

**Marketer:** An Energy Services Company (“ESCO”).

**Mcf:** 1,000 cubic feet.

**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 firewalls, 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 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.

**Non-Emergency Services:** Services provided by the Company that are not in response to emergency events.

PSC NO. 90 Gas  
NEW YORK STATE ELECTRIC & GAS CORPORATION  
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**GENERAL INFORMATION**

**25. GLOSSARY: (CONT'D)**

**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 gas mains and/or Company-owned Service Lines end and the Customer-owned Service Lines end and the Customer-owned facilities begin.

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

## GENERAL INFORMATION

### 25. GLOSSARY:

**Pooling Area:** An area defined as a Company operational area served, generally, but a single interstate pipeline. Pooling areas shall be defined, designated, and/or modified on a prospective basis, in the Company's reasonable discretion and shall be posted on the Company's Electronic Bulletin Board ("EBB").

**Public Right-of-Way:** The territorial limits of any street, avenue, road or way (other than a limited access thoroughfare) that is for any highway purpose under the jurisdiction of the State of New York or the legislative body of any county, city, town or village and is open to the public use and that may be used for the placement of utility facilities.

**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.

**Reconciliation:** Reconciling the total of all retail Loads in the Control Area with metered total Control Area Loads on an hourly basis.

**Right-of-Way:** A right to pass over, occupy or use another's land for placing and maintaining utility facilities.

**Seasonal Customer:** A customer who applies for and receives gas service periodically each year, intermittently during the year, or at other irregular intervals.

**Seasons:**

Summer: May 1 – October 31, inclusive

Winter: November 1 – April 30, inclusive

**Service Line:** The piping, including associated metering and pressure reducing appurtenances, that transports gas below grade from a main to the first accessible fitting inside the wall of a customer's building when a meter is located within the building; if a meter is located outside the building, the service line shall be deemed to terminate at the outside of the building foundation wall.

**Short-Term or Temporary Non-Residential Customer:** A customer who requested service for a period of time up to two years.

**Surcharge:** A charge payable by the Customer to the Company in addition to the charge for gas under applicable service classification.

**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 a utility's service, or to unauthorized connection occurring after the Company has physically disconnected service.

## GENERAL INFORMATION

### 25. GLOSSARY:

**Therm:** A unit of heating value equivalent to 100,000 Btu. The number of therms in a given volume of gas is determined by multiplying the given number of cubic feet of gas by the average heating value of the gas in Btu per cubic foot and dividing by 100,000.

**Therm Factor:** A factor obtained by the division of the total quantity of Dekatherms (Dt) purchased by the Company over a period of time by the total quantity of Mcfs purchased over that same period of time, to four decimal places.

**Therm Factor Area:** A geographic area where the energy content of the gas delivered is considered to be the same.

**Utility:** New York State Electric & Gas Corporation (the Corporation)(the Company)(NYSEG).

**Utility Deficiency** - means any action or inaction by the Company or one of its authorized agents that does not substantially conform to the rules and regulations of the PSC, the Company's tariff, or its written business procedures.

**Water Vapor Content** - Shall describe the condition of a cubic foot as either: Wet (W) - saturated with water vapor; or Dry (D) - anhydrous.

**16 NYCRR** - Title 16 of the New York Codes, Rules, and Regulations. Numerical suffix denotes a section or part of a rule.

#### Abbreviations:

Btu	- British thermal units
Cu ft	- cubic foot and cubic feet
Ccf	- 100 cubic feet
Mcf	- 1,000 cubic feet
Dt	- 10 therms
DPS	- Department of Public Service
FERC	- Federal Energy Regulatory Commission
GAAP/FASB	- Generally Accepted Accounting Principles/Financial Accounting Standards Board
PSC	- Public Service Commission
16 NYCRR	- Title 16 of the Codes, Rules and Regulations of the State of New York. Numerical suffix denotes section or part.

PSC NO: 90 GAS  
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**GENERAL INFORMATION**

Reserved for future use.

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

### GENERAL INFORMATION

#### 27. NON-PIPE ALTERNATIVES (“NPA”) SURCHARGE

- A. The Company may implement a NPA as an alternative to a capital investment project. The Company shall recover the amortized portion of costs incurred by the Company for the implementation of an NPA plus any applicable incentives through an NPA Surcharge.
- B. Recovery of such costs shall be amortized over the anticipated used and useful life of installed assets and equipment with offsetting credits to the extent that an NPA Project defers the need for a traditional infrastructure project included in the Company’s Average Gas Plant in Service Balance. NPA projects without a clearly measurable period for amortization shall use a 20-year default amortization period.
- C. The costs and any applicable incentives shall be allocated to each service classification based on a gas peak day design demand allocator, however, if an NPA project shall benefit only certain classes of customers, the cost allocation shall be limited to the benefitted classes and shall be recovered through a separate surcharge. Any unamortized costs plus carrying charges shall be incorporated into base rates when gas base rates are reset.
- D. The NPA Surcharge shall be collected from the following service classifications:
  - (1) Service Classification Nos. 1, 2, 5, 9, 10, and 11 of P.S.C. No. 87 Gas, or superseding issues thereof; and
  - (2) Service Classification Nos. 1, 5, 7, 13, 14, 15, 16 and 19 of P.S.C. No. 88 Gas, or superseding issues thereof.
- E. The Company shall file a Non-Pipe Alternative (NPA) Surcharge Statement setting forth the rate adjustment with the Public Service Commission on not less than 30-days’ notice. Such statement may be found at the end of this schedule.

## GENERAL INFORMATION

### 28. NON-FIRM REVENUE ADJUSTMENT

The Non-Firm Revenue Adjustment consists of any difference between actual interruptible delivery revenues and the level embedded in delivery rates and shall be reconciled annually and recovered from or returned to all firm customers.

1. Applicable to:

Customers receiving firm sales service under P.S.C. No. 87 Service Classification Nos. 1, 2, and 9 and customers receiving firm transportation service under P.S.C. No. 88 Service Classification Nos. 1, 5, 13, and 14 shall be subject to a monthly Non-Firm Revenue Adjustment.

2. The Non-Firm Revenue adjustment shall be derived from:

- a. Customers receiving interruptible sales service under P.S.C. No. 87 – Service Classification No. 3.
- b. Customers receiving interruptible transportation service under P.S.C. No. 88 – Service Classification No. 2

3. Calculation:

- a. The Non-Firm Revenue Adjustment shall be determined by dividing the total cumulative difference between the actual billed Non-Firm Revenues and the cumulative Non-Firm revenues embedded in delivery rates.
- b. Any surcharge or credit amount shall reflect interest at the then effective other customer deposit rate as prescribed by the Commission. Any such surcharge or credit under the annual reconciliation process shall be recovered or returned to customers.

4. Billing:

The Non-Firm Revenue Adjustment will be included as a credit or surcharge in the Revenue Decoupling Mechanism (“RDM”) Adjustment on customer bills.

5. Statement:

A Non-Firm Revenue Adjustment Statement shall be filed with the Public Service Commission on not less than 30-days’ notice.

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## GENERAL INFORMATION

### **29. Late Payment Charge and Other Waived Fees (“LPCO”) Surcharge**

The Late Payment Charge and Other Waived Fees (“LPO”) Surcharge shall recover the late payment charges and other waived fees in accordance with the Commission’s Order issued in Case 22-M-0119.

1. Applicable to:

The LPCO Surcharge shall be applicable to all customers taking gas delivery service under P.S.C. 87 Service Classification Nos. 1, 2, and 5, and P.S.C. 88 Service Classification Nos. 1, 5, 7, 13, 14, and 16.

2. Calculation:

The amount to be recovered from each service classification, noted above, shall be divided by the respective service classification’s forecast sales usage associated with the corresponding period from which the surcharge will be collected from customers.

The amount to be recovered shall be allocated to applicable service classifications based on the Company’s uncollectible allocator in the Company’s most recent rate proceeding. The amounts to be recovered shall be assessed carrying charges at the Company’s weighted pre-tax cost of capital.

3. Reconciliation

The LPCO Surcharge collected from customers shall be subject to an annual reconciliation for any over- or under-collection at the end of the annual collection period, inclusive of carrying charges at the Company’s weighted pre-tax cost of capital, to be included in the balance for refund or recovery in the next annual period as applicable.

4. Billing and Statement

For purposes of billing, the LPCO Surcharge shall be included in the Transition Surcharge on the customer’s bill.

A Statement of Other Charges and Adjustments (“OTH”) setting forth the LPCO Surcharge rates shall be filed with the Public Service Commission on not less than three (3) days’ prior to the effective date. Such statement can be found at the end of this Schedule (P.S.C. 90 – Gas).

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

## GENERAL INFORMATION

### 30. Arrears Relief Program

#### A. One-Time Arrears Relief Credit:

1. Phase 1 Arrears Reduction Program (“Phase 1”):

A low-income customer with arrears as of May 1, 2022, may be eligible for a one-time arrears relief credit as set forth in the Public Service Commission’s Order in Case No. 14-M-0565 dated June 16, 2022.

2. Phase 2 Arrears Reduction Program (“Phase 2”):

A residential customer or a small-commercial customer with arrears as of May 1, 2022, may be eligible for a one-time arrears relief credit as set forth in the Public Service Commission’s Order in Case No. 14-M-0565 dated January 19, 2023.

#### B. Arrears Relief Program Surcharge:

The Arrears Relief Program Surcharge is designed to recover the remaining program costs related to the arrears management program and associated carrying charges after applying the allocated funds provided by the Utility Arrears Relief Program.

1. Applicability:

The Arrears Relief Program Surcharge is applicable to all customers taking service under the following service classifications:

- (i) Service Classification Nos. 1, 2, and 5 of P.S.C. No. 87, or superseding issues thereof; and
- (ii) Service Classification Nos. 1, 5, 7, 13, 14, and 16 of P.S.C. No. 88, or superseding issues thereof.

2. Calculation:

The surcharge shall be calculated by dividing the allocated costs for each service classification by the forecasted sales for the service classification. The amounts to be recovered shall be assessed carrying charges at the Company’s weighted pre-tax cost of capital. Costs associated with Phase 1 shall be recovered over a three-year period. Costs associated with Phase 2 shall be recovered over a two-and-a-half-year period.

3. Cost Allocation:

The costs to be collected shall be allocated to each service classification consistent with the uncollectable cost allocation from the Company’s most recent cost of service study.

4. Cost Recovery:

The surcharge shall be recovered from customers on a per therm basis.

## GENERAL INFORMATION

### 30. Arrears Relief Program (Cont'd)

#### B. Arrears Relief Program Surcharge (Cont'd):

##### 5. Reconciliation:

The surcharge collected from customers shall be subject to an annual reconciliation for any over- or under-collection at the end of the annual collection period, inclusive of carrying charges at the Company's weighted pre-tax cost of capital, to be included in the balance for refund or recovery in the next annual period. The first Phase 2 reconciliation shall be calculated concurrently with the Phase 1 reconciliation and annually thereafter.

##### 6. Billing and Statement:

For purposes of billing, the surcharge shall be included in the Transition Charge.

An Arrears Relief Program Statement ("ARP") setting forth the Arrears Relief Program Surcharge rates, for Phase 1 and Phase 2, shall be filed with the Public Service Commission on not less than 3-days' notice. Such statement may be found at the end of this Schedule.