

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

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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.

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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;

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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

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