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GENERAL INFORMATION

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

F. Complaint Procedures:

Any complaint filed with the Company regarding disputed bills charges or deposits shall be promptly investigated in accordance with the procedures and form of notice required by the Public Service Commission rules contained in 16NYCRR Sections 11.20, 12, 13.15, 143.8 and 143.9.

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

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

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

1. Residential

- (a) The Company shall offer any eligible residential customer or applicant a deferred payment agreement with specific terms as required by 11.10 of 16 NYCRR which sets forth in detail the following procedures.
 - (i) All residential customers and applicants are eligible for an agreement unless the customer has broken an existing deferred payment agreement which required payment over a period at least as long as the standard agreement described below, or the Public Service Commission determines that the customer or applicant has the resources to pay the bill.
 - (ii) A specific written and/or electronic offer shall be made to eligible customers before the date of any threatened termination of service, where payment of outstanding charges is a requirement for reconnection or acceptance of an application for service, and when a customer has broken an agreement that was for a shorter period than the standard agreement.
 - (iii) The Company shall negotiate in good faith with any eligible customer or applicant in order to enter into an agreement that is fair and equitable considering the customer's or applicant's financial circumstances. The Company may, at its discretion, require the customer or applicant to complete a form detailing assets, income and expenses. Reasonable documentation to substantiate the information provided may be required. The Company shall treat all such information confidentially.

GENERAL INFORMATION

4. Billing and Collections: (Cont'd)

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

1. Residential (Cont'd)

(iii) (Cont'd):

The Company shall make a written or electronic on-line offer of a deferred payment agreement, not less than seven calendar days (10 days if mailed) before the earliest date on which termination may occur, when payment of outstanding charges is a requirement for acceptance of an application for service, when payment of outstanding charges is a requirement for reconnection of service, or as required after a defaulted payment agreement that was for a term shorter than Rule 4.G.(1)(b)(i) and 16 NYCRR 11.10.

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

- (b) A deferred payment agreement shall obligate the customer to make timely payments of all current charges and shall provide for:
- (i) a down payment up to 15% of the amount covered by the deferred payment agreement or the cost of ½ of one month's average usage, whichever is greater, unless such amount is less than the cost of ½ 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 ½ 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 either be signed in duplicate or electronically by a Company Representative and the customer; a down payment, if required, must be received by the Company before the agreement becomes enforceable by either party. The deferred payment agreement is valid until the next billing period.

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

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

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

If by the 20th day after payment was due under the deferred payment agreement, the Company has neither received payment nor negotiated a new payment agreement, the Company may demand full payment of the total outstanding charges and send a final termination notice in accordance with Rule 4.E.(1)(a) and 16 NYCRR 11.4 and 11.10.

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

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GENERAL INFORMATION

4. Billing and Collections: (Cont'd)
 - G. Deferred Payment Agreement ("DPA/EDPA"): (Cont'd)
1. Residential (Cont'd)
 - Reserved for Future Use

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GENERAL INFORMATION

4. Billing and Collections: (Cont'd.)
 - G. Deferred Payment Agreement ("DPA/EDPA"): (Cont'd)
 1. Residential (Cont'd)
Reserved for Future Use

GENERAL INFORMATION

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

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

2. Non-Residential:

- (a) Any non-residential customer is eligible for a deferred payment agreement except:
- (i) A customer who owes any amounts under a prior deferred payment agreement; or
 - (ii) A customer who failed to make timely payments under a prior deferred payment agreement in effect during the previous 12 months; or
 - (iii) A customer that is a publicly held company or a subsidiary thereof; or
 - (iv) A seasonal, short-term or temporary customer; or
 - (v) An electric customer who, during the previous 12 months, had a combined average monthly billed demand for all its accounts with the Company in excess of 20 kW, or who registered any single demand or any account in excess of 40 kW; or
 - (vi) A customer of any two services (gas or electric) who is ineligible under any provision for a deferred payment agreement in the respective schedule; or
 - (vii) A customer who the Company can demonstrate has the resources to pay the bill, provided that the Company notifies the customer of the Company's reasons and of the customer's right to contest this determination through the Commission's complaint procedures.

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

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

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

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

GENERAL INFORMATION

4. Billing and Collections: (Cont'd)

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

2. Non-Residential: (Cont'd)

- (b) A deferred payment agreement shall obligate the customer to make timely payments of all current charges and may require the customer:
 - (i) to make a down payment of up to 30% of the arrears on which an outstanding termination notice is based, or the cost of twice the customer's average monthly usage, whichever is greater, plus the full amount of any charges billed after the issuance of the termination notice which are in arrears at the time the agreement is entered into; or
 - (ii) if a field visit to physically terminate service has been made, to make a down payment of up to 50% of the arrears on which an outstanding termination notice is based or the cost of four times the customer's average monthly usage, whichever is greater, plus the full amount of any charges billed after the issuance of the termination notice which are in arrears at the time the agreement is entered into; and
 - (iii) To pay the balance in monthly installments of up to the cost of the customer's average monthly usage or one-sixth of the balance, whichever is greater; and
 - (iv) To pay the late payment charges on any unpaid installments, including any unpaid regular bills issued for service provided during the period of the agreement; and
 - (v) To pay a security deposit in three installments, 50% down and two monthly payments of the balance, provided the deposit was previously requested under Rule 4.L; and
 - (vi) To pay the outstanding charges in monthly installments of up to the cost of one-half of the customer's average monthly usage or one-twenty-fourth of such charges, whichever is greater, when a deferred payment agreement is offered to a customer with a backbill exceeding the cost of twice the average monthly usage or \$100.00, whichever is greater, pursuant to Rule 4.G.(2)(a).

GENERAL INFORMATION

4. Billing and Collections: (Cont'd)

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

2. Non-Residential: (Cont'd)

- (c) A deferred payment agreement may provide for a greater or lesser down payment, a longer or shorter repayment period, and payment according to any schedule, if mutually agreed upon by both the Company and the customer. A deferred payment agreement can be signed in duplicate or electronically by a Company Representative and the customer. The Company must receive the signed DPA/EDPA before the agreement becomes enforceable by either party.
- (d) If a customer fails to make timely payment in accordance with a deferred payment agreement, on the first occurrence the Company shall give the customer a reasonable opportunity to keep the agreement in force by paying any amounts due under the agreement. Otherwise, the Company may demand full payment of the total outstanding charges and send a final termination notice as provided under Rule 4.E.2.(e)(ii).

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GENERAL INFORMATION

- 4. Billing and Collections: (Cont'd)
 - G. Deferred Payment Agreement ("DPA/EDPA"): (Cont'd)
 - 2. Non-Residential (Cont'd)

Reserved for Future Use