

PSC No: 16 - Gas  
Rochester Gas and Electric Corporation  
Initial Effective Date: June 1, 2003  
Effective:

Leaf No. 1  
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**P.S.C. No. 16 - GAS**  
**SUPERSEDING P.S.C. No. 11**

**ROCHESTER GAS AND ELECTRIC CORPORATION**

**SCHEDULE**

**FOR**

**GAS SERVICE**

**APPLICABLE**

**IN**

**ENTIRE TERRITORY**

PSC No: 16 - Gas  
 Rochester Gas and Electric Corporation  
 Initial Effective Date: November 1, 2022  
 Issued in compliance with Order in Case Nos. 14-M-0565 and 20-M-0266, dated October 13, 2022.

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**GENERAL INFORMATION**

**PART I - TERRITORY TO WHICH SCHEDULE APPLIES**

**MONROE COUNTY**

<u>City</u>	<u>Villages</u>		<u>Towns</u>	
Rochester	Brockport	Pittsford	Brighton	Parma
	Churchville	Scottsville	Chili	Penfield
	East Rochester	Spencerport	Clarkson	Perinton
	Fairport	Webster	Gates	Pittsford
	Hilton		Greece	Riga
			Hamlin	Rush
			Henrietta	Sweden
			Irondequoit	Webster
			Mendon*	Wheatland
			Ogden	

**GENESEE COUNTY**

<u>Village</u>	<u>Towns</u>
Bergen	Bergen
Leroy	Byron
	LeRoy
	Pavilion
	Stafford

**LIVINGSTON COUNTY**

<u>Village</u>	<u>Town</u>
Avon	Avon
Caledonia	Caledonia
Geneseo	Geneseo
Leicester	Leicester
Livonia	Livonia
Mt. Morris	York

**ONTARIO COUNTY**

<u>Village</u>	<u>Towns</u>
Victor	Farmington
	Victor

**ORLEANS COUNTY**

<u>Town</u>
Kendall

**WAYNE COUNTY**

<u>Villages</u>	<u>Towns</u>	
Red Creek	Butler	Sodus
Sodus	Huron	Walworth
Sodus Point	Marion	Williamson
Wolcott	Ontario	Wolcott
		Rose

**WYOMING COUNTY**

<u>Villages</u>	<u>Town</u>
Perry	Castile*
Warsaw	Covington
	Perry
	Warsaw

\* Portion





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## GENERAL INFORMATION

### PART II RULES AND REGULATIONS

#### 1. DEFINITIONS AND ABBREVIATIONS

As used herein, the following terms shall have the meanings set forth below. Additionally, other terms used within this Schedule are defined in the Uniform Business Practices ("UBP") Addendum to this schedule.

**Access Controlled:** A party known to the Company to be in control of access to the metering equipment of a customer, and to have an active account of its own with the utility.

**Actual Reading:** A meter reading obtained by a Company employee from either the meter or a remote registration device attached hereto.

**Adjusted Gas Revenue:** The revenue realized from the applicable service classification rates and charges, minus the revenue taxes, the minimum, charge and the cost of gas.

**Aggregation:** Receiving, validating and summing forecasts for ESCOs.

**Annual Period:** The 12 Months beginning with the Month in which the Customer first receives service under the applicable service classification. Each succeeding 12-Month period shall constitute another Annual Period.

**Applicant:**

Residential Applicant: A residential applicant is a person who requests service at a dwelling for their own residential use or the residential use by another person. For purposes of the Home Energy Fair Practices Act (HEFPA), a residential applicant is any person who requests service at a premises to be used as their residence or the residence of another person on whose behalf the person is requesting service, as defined in 16 NYCRR 11.2(a)(3).

Non-residential Applicant: A non-residential applicant is a person, corporation or other entity requesting service from the company who is not a residential applicant as defined in 16 NYCRR 11.

Residing Applicant: A residing applicant is a person or governmental agency requesting 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 customers 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.

**Balance Control Account:** The account containing all of a Balance Control Owner's service points which are being balanced under the same balancing option.

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

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## GENERAL INFORMATION

### PART II RULES AND REGULATIONS

#### 1. DEFINITIONS AND ABBREVIATIONS

**Balance Control Owner:** An ESCO or DC who subscribes to an agreement indicating it is responsible for all charges, both debits and credits, that are assessed as a result of daily imbalances or any other services as set forth in the Company's tariff.

**Balancing:** A process which reconciles the amount of natural gas delivered (nomination) with the actual customers use (recorded or ETU calculation).

**Baseload:** The portion of a Customer's or a group of Customers' load that does not vary seasonally or in response to variation in temperature.

**British Thermal Unit ("BTU"):** The amount of heat required to raise the temperature of one pound of water one degree Fahrenheit at 60 degrees Fahrenheit.

**Budget Payment Plan:** A billing plan designed to reduce fluctuations in a customer's bill payments due to varying, but predictable, patterns of consumption.

**Business 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.

**Cashout:** Procedures by which the Company and ESCOs resolve imbalance through cash payments.

**Citygate:** The interconnection point between the facilities of an Upstream Pipeline and the local facilities through which the Company receives deliveries from that pipeline.

## GENERAL INFORMATION

### PART II RULES AND REGULATIONS

#### 1. DEFINITIONS AND ABBREVIATIONS

**Combination Account:** A common account for both gas and electric service for the purpose of combined gas and electric billing by the Company. A Combination Account is served under P.S.C. No. 19 - Electricity and under this Schedule.

**Commission or PSC:** Public Service Commission of the State of New York, or any successor agency thereto.

**Commodity Cost of Gas:** The cost of Company gas delivered to the citygate. The cost is generally comprised of wellhead costs, storage withdrawal costs, plus variable costs.

**Company:** Rochester Gas and Electric Corporation, or any successor organization thereto.

**Consumption Algorithm:** A mathematical formula used to calculate a Customer's daily consumption based on the Customer's historical Baseload and use per Degree Day factors.

**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.

**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.

**Corporation:** see Company.

**Costs and Expenses:** An estimate based on (a) the average hourly labor rates including a percentage for employee welfare costs, supervision, engineering, and administrative and general expenses, plus (b) the hourly rates for transportation and special equipment, plus (c) the Company's material costs including stores expense.

**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)."

**Critical Day:** A day when the Company declares an OFO.

**Critical Period:** A period of operational stress or impending potential operational stress that may impact the integrity of the Company's gas distribution system, or a force majeure event.

**Cubic Foot (Cf):** The amount of gas required to fill a volume of one cubic foot under stated conditions or temperature, pressure and water vapor, usually referenced to 14.7 PSI and 60 degrees Fahrenheit.

**Curtailment:** The reduction of gas deliveries to Customers or Direct Customers initiated by the Company to maintain the integrity of the Company's distribution system and/or when there is a shortage of supply or a lack of capacity on an Upstream Pipeline and/or the Company's distribution system.

**Customer:**

**Residential Customer:** A person who is receiving service at a dwelling for their own residential use or the residential use by another person. For purposes of the Home Energy Fair Practices Act (HEFPA), a residential customer includes any person who is supplied service at a premises used in whole or in part as their residence, as defined in 16 NYCRR 11.2(a)(2).

**Non-residential Customer:** A person, corporation or other entity receiving service who is not a residential customer as defined in 16 NYCRR 11.

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

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Rochester Gas and Electric Corporation  
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## GENERAL INFORMATION

### PART II RULES AND REGULATIONS

#### 1. DEFINITIONS AND ABBREVIATIONS

**Customer Account Number:** The Company specific unique identifier associated with a Customer of the Company.

**Customer's Premises:** Discrete contiguous real property under the Customer's control through ownership or lease.

**Daily Aggregated Volume ("DAV"):** The quantity of gas, adjusted for losses, that the Company instructs an Aggregation Pool Operator to deliver to the Company at the Receipt Point(s).

**Daily Balancing Pool:** A pool comprised of daily metered transportation Customers who have chosen to balance deliveries to the Company to the consumption of Customers on a daily basis.

**Day:** A period of 24 consecutive hours beginning and ending at 9:00 AM Central Clock Time.

**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.

**Electronic Deferred Payment Agreement ("EDPA"):** An agreement for the payment of outstanding charges over a specified period of time; reviewed and signed electronically.

**Degree Days or Heating Degree Days ("HDD"):** A measure of deviation in temperature calculated by subtracting the average daily temperature from 65 degrees Fahrenheit.

**Dekatherm ("Dth"):** 10 Therms which is the quantity of heat energy equal to 1,000,000 BTUs.

**Deliveries:** Gas delivered to a Distribution Point of Receipt.

**Delivery Point:** A physical interconnection between the Company and the Customer, at which the Company may delivery gas to the Customer or for the Customer's account.

**Department of Public Service ("DPS"):** New York State Department of Public Service.

**Design Day:** A 24-hour period of demand which is used as a basis for planning gas capacity requirements for the highest demand a system area could experience.

## GENERAL INFORMATION

### PART II RULES AND REGULATIONS

#### 1. DEFINITIONS AND ABBREVIATIONS

**Direct Customer (“DC”):** A transportation customer who acts on its own behalf to purchase and arrange to bring natural gas to the Company’s citygate for its own consumption and not for resale. A Direct Customer may aggregate and schedule load for itself and other Direct Customers, but each Direct Customer continues to be responsible individually for meeting balancing and other requirements place on Direct Customers.

**Distributed Energy Resources (“DER”):** As set forth in the UBP-DER, a broad category of resources including end-use energy efficiency, demand response, distributed storage, and distributed generation.

**Distributed Energy Resource (“DER”) Supplier:** As set forth in the UBP-DER, a supplier of one or more DERs that participates in a Commission-authorized and/or utility or DSP-operated program or market.

**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.

**Dual-Fuel:** The capability of a commercial or industrial Customer to use a fuel other than natural gas (i.e. coal, fuel oil, propane, etc.) for meeting all or some of its energy requirements.

**Emergency Service Call:** A request for service to be rendered by the Company involving a condition of gas service or equipment that affects or may affect the safety, health or welfare of an individual, or that may threaten to damage property.

**FERC:** Federal Energy Regulatory Commission, or any successor 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 or 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.

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## **GENERAL INFORMATION**

### **PART II RULES AND REGULATIONS**

#### **1. DEFINITIONS AND ABBREVIATIONS**

**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 degrees 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 connection to the main and the customer's meter

**Human Needs Customers:** See "Critical Care Customer(s)."

**Imbalance:** The difference between the quantity of gas delivered to a Customer's facilities and the quantity of gas received by the Company for the Customer over a corresponding period, as adjusted. A positive imbalance occurs when the quantity received exceeds the quantity delivered. A negative imbalance occurs when the quantity delivered exceeds the quantity received.

**Imbalance Trading:** The transfer of gas delivered to the Company from one Pool Operator to another Pool Operator.

**Involuntary Switch:** A process or situation where a Customer is switched to another provider without the Customer's authorization.

**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 or Company use.

**Main:** A pipeline located on a public or private right-of-way 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-0320, the Make-Whole Usage Charge/Make-Whole Usage Rate recovers shortfalls in delivery revenues such that the Company and their customers would be in the same position had Rate Year 1 rates gone into effect on May 1, 2023. The Make-Whole Usage Charge/Make-Whole Usage Rate commences November 1, 2023 and remains in effect through April 30, 2025.

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

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## GENERAL INFORMATION

### PART II RULES AND REGULATIONS 1. DEFINITIONS AND ABBREVIATIONS

**Mandatory Release Capacity Customer(s):** A Non Daily Metered Aggregation Customer or any Daily Metered Critical Care Customer (also known as “Human Needs Customer”) without an alternate fuel.

**Marketer:** An Energy Services Company (“ESCO”).

**Month:** A period beginning at 9:00 AM Central Clock Time on the first Day of the calendar Month and ending at 9:00 AM Central Clock Time on the first Day of the following calendar Month.

**Multiple Occupancy Building:** A structure (including row houses) enclosed within exterior walls or fire walls, which is built, erected and framed of component structural parts and is designed to contain four or more individual dwelling units for permanent residential occupancy.

**New 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.

**Nomination:** A request by a Pool Operator/Aggregation Pool Operator to the Company to move a certain volume of natural gas on a pipeline during a given period.

**Non-Emergency Services:** Services provided by the Company that are not in response to emergency events.

**Operating Agreement:** The standard form agreement between the Company and the ESCO or the DC setting forth the duties, responsibilities and obligations of the Company and the ESCO or the DC, which agreement must be executed and delivered by the ESCO or the DC as a condition to participate in General Retail Access.

**Operational Flow Order (“OFO”):** An order issued by the Company or a pipeline to protect the operational integrity of its system. A Company-issued OFO may require ESCOs, DCs, and Balance Control Owners to modify their gas deliveries to the Company’s system to maintain system integrity.

**Opinion No. 97-5:** The Commission’s Opinion and Order Establishing Regulatory Policies for the Provision of Retail Energy Services, issued and effective May 19, 1997, in Case No. 94-E-0952, as the same may be revised, modified, amended, clarified, supplemented or superseded.

**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 facilities begin.

**Pool:** A group of customers who have contracted with a specific ESCO who combines the customers’ load for purposes of nominations, scheduling reconciliation of monthly imbalances and supplemental supply billing (Equivalent to a Marketer Pool).

**Pooling Area Imbalance:** The difference between the quantity of gas delivered by the Company and the quantity of gas received by the Company for all associated Daily Metered Pools.

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

## GENERAL INFORMATION

### PART II RULES AND REGULATIONS

#### 1. DEFINITIONS AND ABBREVIATIONS

**Public Right-Of-Way:** The territorial limits of any street, avenue, road or way (other than a limited access thoroughfare) that is for highway purposes under the jurisdiction of the State of New York or the legislative body of any county, city, town or village and is open to 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 the 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.

**Service Point:** The Service Point shall normally be at the connection point between the Company’s Service Line and the customer's piping; or, if the Service Line is not owned by the Company, the Service Point is the connection point of the Company’s Distribution System to the Customer’s Service Line.

**Service-Point-Related Charges:** Charges for Company services for which the price is calculated based on the number of Service Points or therms of gas consumed.

**Supplier:** See definition of ESCO in the UBP Addendum to this Schedule.

**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 a utility has physically disconnected service.



## GENERAL INFORMATION

### PART II RULES AND REGULATIONS

#### 1. DEFINITIONS AND ABBREVIATIONS

**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.

**Trading Partner Agreement:** The agreement that governs and applies only to data communications transmitted between the Company and the ESCO/DC in connection with EDI and Rule 10, General Retail Access – Multi-Retailer Model.

**Uniform Business Practices (“UBP”):** Those practices set forth in the UBP Addendum, which are incorporated herein by reference.

Uniform Business Practices – Distributed Energy Resources (“UBP-DER”): practices set forth in the UBP-DER Addendum, which are incorporated herein by reference.

**Upstream Capacity:** Capacity on an Upstream Pipeline.

**Upstream Pipeline:** An interstate pipeline, intrastate pipeline or local producer or distribution company to which the Company is physically connected and from which the Company may take deliveries of gas.

**Utility:** Rochester Gas and Electric Corporation (the Corporation) (the Company).

**Voluntary Switch:** A process or situation where an Eligible Customer’s ESCO is changed from one provider to another with the customer’s authorization or where an Eligible Customer returns to the Company on its own initiation. A Voluntary Switch is any switch authorized by the Customer. An ESCO may act as the customer’s authorized designee in a voluntary switch situation.

**Weighted Average Cost of Capacity:** The Company's cost of pipeline capacity upstream of the Company's Citygate.

**Weighted Average Cost of Gas:** The Company's total cost of gas upstream of the Company's Citygate. The cost is comprised of the commodity cost of gas, all pipeline capacity costs and all storage capacity costs.

**WACOSG<sub>1</sub>:** The weighted average cost of storage gas in EGTS (formerly “DTI”) storage.

**WACOSG<sub>2</sub>:** The weighted average cost of storage gas in Empire storage.

**16 NYCRR:** Title 16 of the Codes, Rules and Regulations of the State of New York. The regulations contained in this Title, issued by the Department of Public Service, govern the practices and operations of public utilities in New York. Numerical suffix denotes section or part of a rule.

#### Abbreviations:

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.

**GENERAL INFORMATION**  
**2. HOW TO OBTAIN SERVICE**

**A. APPLICATION FOR SERVICE**

**(1) Residential:**

**(a) Application**

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

- (i) There are arrears at the premises to be served and service was terminated for non-payment or is subject to a final notice of termination; or
- (ii) There is evidence of meter tampering or theft of service; or
- (iii) The meter has advanced and there is no customer of record; or
- (iv) The application is made by a third party on behalf of the person(s) who would receive service; or
- (v) The service does not supply a single family dwelling, individually metered flat or apartment,
- (vi) Service shall 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 2.B.(1).

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

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

## GENERAL INFORMATION

### 2. HOW TO OBTAIN SERVICE (Cont'd)

#### A. APPLICATION FOR SERVICE (Cont'd)

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

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

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

###### (b) 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:

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

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

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

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

## GENERAL INFORMATION

### 2. HOW TO OBTAIN SERVICE (Cont'd)

#### A. APPLICATION FOR SERVICE (Cont'd)

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

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

(iv) where precluded by physical impediments including:

- adverse weather conditions;
- inability to gain access to premises in the possession of the applicant or others;
- incomplete construction of necessary facilities by the applicant or inspection thereof by the appropriate authorities; or
- incomplete construction of necessary facilities by the utility.

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

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

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

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

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

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

Whenever a residential customer moves to a different dwelling within the service territory of the Company and for which the Company's tariff specifies a residential price, and requests utility service within 60 days, he or she shall be eligible to receive service at the different dwelling, subject to 2.A.(1)(a) and 2.A.(1)(c) above, and such service will 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.

##### (f) Residential Penalty

If the Company fails to initiate residential service within the time required by this section it will 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

### 2. HOW TO OBTAIN SERVICE (Cont'd)

#### A. APPLICATION FOR SERVICE (Cont'd)

##### (2) Nonresidential:

###### (a) Application

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

- (i) Provide appropriate documentation to verify the establishment of responsibility for the service as owner or occupant, the correct service classification, and the person who controls access to the meter(s) if not the Customer;
- (ii) Comply with the Company's tariff or any applicable state, city or local laws or ordinances;
- (iii) Fulfill any applicable requirements of obtaining service found in Rule 3.A.(2) and 3.A.(3) of this Schedule relating to line extension and service;
- (iv) Make full payment for all amounts due and payable that are not the subject of a pending billing dispute pursuant to 16 NYCRR 13.15 and Rule 7.A. of this Schedule or of an existing Deferred Payment Agreement that is in good standing including:
  - (aa) Service provided and billed in accordance with 16 NYCRR13.11 to prior accounts and current accounts in the applicant's name or other accounts for which the applicant is legally responsible; or
  - (bb) Other tariff fees, charges or penalties; or
  - (cc) 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 the costs are itemized and given to the applicant in writing; or
  - (dd) Any special services billable under the Company's tariff, provided these costs are itemized and given to the applicant in writing; or
  - (ee) A security deposit if requested by the Company in accordance with Rule 2.A.

The Company shall provide service to any accepted applicant whose application for service was previously denied solely for failure to make full payment as provided in Rule 2.A.(2)(a)(iv) 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 of the receipt of the original application, whichever is later, except as provided in Rule 2.A.(2)(a)(iii) 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.

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

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

## GENERAL INFORMATION

### 2. HOW TO OBTAIN SERVICE (Cont'd)

#### A. APPLICATION FOR SERVICE (Cont'd)

##### (2) Nonresidential:

- (b) Former Indebtedness Paid -Non-Residential (Cont'd)
- (i) Service provided and billed in the applicant's name or for which the applicant is legally responsible;
  - (ii) other tariff fees, charges, or penalties;
  - (iii) reasonably chargeable material and installation costs relating to temporary or permanent line extensions or service laterals as required by the Company's tariff, provided these costs are itemized and given to the applicant in writing;
  - (iv) special services billable under the Company's tariff, provided these costs are itemized and given to the applicant in writing; and
  - (v) a security deposit, if requested by the Company, as long as such deposit is in accordance with section 2.B of this tariff.

(c) Obligation to Serve - Non-Residential

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

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

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

The Company shall provide service to any accepted applicant whose application for service was previously denied solely for failure to make full payment as provided in Rule 2.A.(2)(b) 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.

(d) Denial of Service – Non-Residential

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

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

## GENERAL INFORMATION

### 2. HOW TO OBTAIN SERVICE (Cont'd)

#### A. APPLICATION FOR SERVICE (Cont'd)

##### (3) **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.

##### (4) **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:

##### **RG&E:**

Customer Service (1-800-743-2110)

Via email to: [customer\\_service@rge.com](mailto:customer_service@rge.com)

Via regular mail to the following address: Rochester Gas and Electric Corporation, Attention Customer Service, 89 East Ave, Rochester, NY 14649-0001

PSC No: 16 - Gas  
Rochester Gas and Electric Corporation  
Initial Effective Date: March 1, 2004  
Effective:

Leaf No. 14  
Revision: 1  
Superseding Revision: 0

**GENERAL INFORMATION**

**2. HOW TO OBTAIN SERVICE (Cont'd)**

Reserved for Future Use



PSC No: 16 - Gas  
Rochester Gas and Electric Corporation  
Initial Effective Date: March 1, 2004  
Effective:

Leaf No. 15  
Revision: 1  
Superseding Revision: 0

## **GENERAL INFORMATION**

### **2. HOW TO OBTAIN SERVICE (Cont'd)**

Reserved for Future Use

PSC No: 16 - Gas  
Rochester Gas and Electric Corporation  
Initial Effective Date: March 1, 2004  
Effective:

Leaf No. 16  
Revision: 1  
Superseding Revision: 0

**GENERAL INFORMATION**

**2. HOW TO OBTAIN SERVICE (Cont'd)**

A.

Reserved for Future Use

PSC No: 16 - Gas  
Rochester Gas and Electric Corporation  
Initial Effective Date: March 1, 2004  
Effective:

Leaf No. 17  
Revision: 1  
Superseding Revision: 0

**GENERAL INFORMATION**

**2. HOW TO OBTAIN SERVICE (Cont'd)**

Reserved for Future Use

PSC No: 16 - Gas  
Rochester Gas and Electric Corporation  
Initial Effective Date: March 1, 2004  
Effective:

Leaf No. 18  
Revision: 1  
Superseding Revision: 0

## **GENERAL INFORMATION**

### **2. HOW TO OBTAIN SERVICE (Cont'd)**

Reserved for Future Use

PSC No: 16 - Gas  
Rochester Gas and Electric Corporation  
Initial Effective Date: March 1, 2004  
Effective:

Leaf No. 19  
Revision: 1  
Superseding Revision: 0

## **GENERAL INFORMATION**

### **2. HOW TO OBTAIN SERVICE (Cont'd)**

Reserved for Future Use

PSC No: 16 - Gas  
Rochester Gas and Electric Corporation  
Initial Effective Date: March 1, 2004  
Effective:

Leaf No. 20  
Revision: 1  
Superseding Revision: 0

**GENERAL INFORMATION**

**2. HOW TO OBTAIN SERVICE (Cont'd)**

Reserved for Future Use

PSC No: 16 - Gas  
Rochester Gas and Electric Corporation  
Initial Effective Date: March 1, 2004  
Effective:

Leaf No. 21  
Revision: 1  
Superseding Revision: 0

## **GENERAL INFORMATION**

### **2. HOW TO OBTAIN SERVICE (Cont'd)**

Reserved for Future Use

## GENERAL INFORMATION

### 2. HOW TO OBTAIN SERVICE (Cont'd)

#### **B. CUSTOMER DEPOSIT**

##### (1) Deposit Requirements

###### **Residential**

- (a) The Company may require a customer deposit from seasonal or short-term customers taking service for a term that does not exceed one year, and from residential customers as a condition of receiving 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:
- (i) Accumulates two consecutive months of arrears without making reasonable payment, defined as  $\frac{1}{2}$  of the total arrears, of such charges before the time that a late payment charge would become applicable, or fails to make a reasonable payment on a bi-monthly bill within 50 days after the bill is due; provided the Company requests such deposit within two months of such failure to pay; or
  - (ii) Had service terminated for nonpayment during the preceding six months.

Customers included in Rule 2.B.(1) above shall be provided a written notice, at least 20 days before the deposit is assessed, that failure to make timely payments 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

### 2. HOW TO OBTAIN SERVICE (Cont'd)

#### B. CUSTOMER DEPOSIT (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:
  - (i) 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
  - (ii) Whose financial condition is such that it is likely that the customer may default in the future; provided, however, the Company must have reliable evidence of such condition; such as reports from accepted financial reporting services, or credit reporting agencies; or
  - (iii) Who has filed for reorganization or bankruptcy; or
  - (iv) Who has been rendered a backbill within the last twelve months for previously unbilled charges for service through tampered equipment.
- (b) The Company shall offer an existing customer, from whom a deposit is required under Rule 2.B.(1)(a)(i) or (ii), 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:
  - (i) why the deposit is being requested;
  - (ii) how the amount of the deposit was calculated;
  - (iii) that the deposit is subject to later upward or downward revision based on the Customer's subsequent billing history;
  - (iv) that the Customer may request that the Company review the account in order to assure that the deposit is not excessive;
  - (v) the circumstances under which the deposit shall be refunded;
  - (vi) that the Customer shall receive annual notice of the interest credited to the account;
  - (vii) about the available deposit alternatives; and
  - (viii) 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

### 2. HOW TO OBTAIN SERVICE (Cont'd)

#### **B. 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.

##### (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 the amount of the deposit conforms with Rule 2.B.(2). The Company reserves the right to review the deposit at any other time at the Company's option.

- (a) If a review shows that the deposit held falls short of the amount the Company may require by 25% or more, the Company may require the payment of a corresponding additional deposit amount from the customer.
- (b) If a review shows that the deposit held exceeds the amount the Company may lawfully require by 25% or more, the Company shall refund the excess deposit to the customer in accordance with Rule 2.B.(6).

Upon request of a customer for a downward revision of the deposit, which request is substantiated by both the customers' billing history and by a permanent documented change in load and consumption, the Company shall refund any portion of the deposit in excess of the amount the utility may lawfully require in accordance with Rule 2.B.(6) the amount to the customer.

##### (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.

## GENERAL INFORMATION

### 2. HOW TO OBTAIN SERVICE (Cont'd)

#### **B. CUSTOMER DEPOSIT** (Cont'd)

(5) Interest

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

- (a) Interest to residential customers shall be paid upon the return of the deposit, or where the deposit has been held for a period of one year, the interest shall be credited to the customer on the first billing for service rendered after the end of such period.
- (b) Interest to non-residential customers shall be paid upon the return of the deposit, or where the deposit has been held for a period of one year or more, the interest shall be credited to the customer no later than the first bill rendered after the next succeeding first day of October and at the expiration of each succeeding one year period.

Interest shall be calculated on the deposit until the day it is applied as a credit to an account or the day on which a refund check is issued. If the deposit is credited in part and refunded in part, interest shall be calculated for each portion up to the day of credit and refund.

(6) Deposit Return

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

Each depositor, upon ceasing to be a customer, shall promptly receive a refund of such deposit and all interest thereon not theretofore refunded or credited, upon surrendering the 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 the deposit as stated herein by reason of non-delinquency for a one-year period from the payment of the deposit.
- (b) For non-residential customer:
  - i. The Company shall return a non-residential deposit or portion thereof plus the applicable interest in accordance with Rule 2.B.6, as soon as reasonably possible, but no more than 30 calendar days after:
    - (1) the day an account is closed;
    - (2) the issuance date of the first cycle bill rendered after a three year period during which all bills were timely paid, provided there is no other basis for the Company to request a deposit under non-residential subparagraph Rule B.(1)(a) of this section; or
    - (3) a review pursuant to subdivision 3 of this section shows that deposit reduction is warranted.

## GENERAL INFORMATION

### **2. HOW TO OBTAIN SERVICE (Cont'd)**

#### **B. CUSTOMER DEPOSIT (Cont'd)**

##### **(6) Deposit Return (Cont'd)**

- (c) A deposit or portion thereof plus the applicable interest that is subject to return under paragraph (a) of this section.
  - (1) shall be credited to the account it secured in the amount of any outstanding charges;
  - (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.
- (d) If a balance remains after the Company has credited the customer's account(s) in accordance with paragraph b. of this subdivision, a refund check shall be issued to the customer.

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

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

## GENERAL INFORMATION

### 2. HOW TO OBTAIN SERVICE (Cont'd)

#### **B. CUSTOMER DEPOSIT (Cont'd)**

- (7) Termination of Service:  
A deposit shall not affect any right of the Corporation to terminate service to a customer.
- (8) Residential Customers on Assistance Programs:  
The Company shall not require any person it knows to be a recipient of public assistance, supplemental security income, or additional State payments to post a security deposit, nor shall it require or hold a deposit from any residential applicant or customer it knows is 62 years of age or older unless such customer has had service terminated by the Corporation for nonpayment of bills within the preceding six months.
- (9) New Applicant Deposit Complaint:  
The Corporation will extend service to any new applicant for service who has initiated a complaint on a deposit requested by the corporation 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.

**GENERAL INFORMATION**  
**2. HOW TO OBTAIN SERVICE (Cont'd)**

**C. APPROVAL OF INSTALLATION**

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.

A customer shall not be permitted to interconnect any source of natural gas to its fuel lines which are interconnected with, and supplied by, the Company's distribution system unless customer complies with the provisions of Rule 3.F.

**D. ACCESS TO PREMISES**

- (1) 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
    - (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.

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 bill review procedure; or
  - (d) Notification from any reasonable source that service may not be correctly metered; or
  - (e) A directive by Commission or its authorized designee.

**GENERAL INFORMATION**  
**2. HOW TO OBTAIN SERVICE (Cont'd)**

**D. ACCESS TO PREMISES (Cont'd)**

(3) Penalty:

- (a) A non-residential customer or any other person, 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, 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).
- (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.

(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.

## GENERAL INFORMATION

### 2. HOW TO OBTAIN SERVICE (Cont'd)

#### **E. SUBMETERING OF GAS SERVICE**

(1) Residential Service:

Gas service shall not be supplied under any of the Company's service classifications of this schedule 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

(2) 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 areas as elaborated below:

(a) 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. Submeter 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.

(b) 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.



## GENERAL INFORMATION

### 2. HOW TO OBTAIN SERVICE (Cont'd)

#### **E. SUBMETERING OF GAS SERVICE (Cont'd)**

(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 customers.

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.

(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:

Customer 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 shall 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.

## GENERAL INFORMATION

### 2. HOW TO OBTAIN SERVICE (Cont'd)

#### F. LIMITATIONS OF SERVICE OFFER – Residential and Non-Residential

- (1) 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 state or federal officers, commissions, boards or bodies having jurisdiction.
- (2) The Company will render service to new applicants providing such applicants with annual loads of 100,000 Dt or more install dual-fuel capability for individual pieces of equipment having an input rating of at least 25 MMBtu per hour. If feasible alternate fuels are not available, service may be rendered without dual-fuel capability upon receiving approval from the Public Service Commission.
- (3) The Company will render additional service to existing customers providing such customers whose total annual loads will be 100,000 Dt or more:
  - (a) Install dual-fuel capability for new pieces of equipment having an input rating of 25 MMBtu per hour, and
  - (b) Maintain dual-fuel capability for existing pieces of equipment having an input rating of 25 MMBtu per hour for which dual-fuel capability was a prerequisite for originally obtaining or continuing gas service.
- (4) Where dual-fuel capability is or was a prerequisite to new, additional or continuing gas service, the supply of the alternate fuel shall be the sole responsibility of the customer (see Rule 5).

## GENERAL INFORMATION

### 2. HOW TO OBTAIN SERVICE (Cont'd)

#### F. LIMITATIONS OF SERVICE OFFER – Residential and Non-Residential (Cont'd)

- (5) Notwithstanding any other provision in this Rule 2.F, the use of natural gas for outdoor lighting is prohibited by the Power Plant and Industrial Fuel Use Act of 1978. Unless specifically exempted from that prohibition by the Company, (1) any customer receiving gas for outdoor lighting purposes commencing on or after November 9, 1978, is prohibited from using gas for outdoor lighting after November 5, 1979, and (2) any customer, other than a residential customer, receiving gas for outdoor lighting purposes commencing before November 9, 1978, is also prohibited from using gas for outdoor lighting after November 5, 1979.

Any exemption granted by the Company will be in accordance with the guidelines set forth in the Public Service Commission's Order issued April 14, 1981, in Case 27626.

#### (6) Minimum Insulation Standards for the Provision of Gas Service

##### (a) Definitions

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

- (i) Dwelling - A building designed or used as the living unit for one or more families. Mobile homes shall not be considered dwellings.
- (ii) 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."

## GENERAL INFORMATION

### **2. HOW TO OBTAIN SERVICE (Cont'd)**

#### **F. LIMITATIONS OF SERVICE OFFER – Residential and Non-Residential (Cont'd)**

##### **(6) Minimum Insulation Standards for the Provision of Gas Service (Cont'd)**

###### **(b) 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:

- (i) 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
- (ii) An affirmation is given by the contractor or builder on a certificate of compliance (see Rule 8.D.(1) that the construction of the dwelling shall comply with the Energy Conservation Construction Code within 30 days after occupancy; or

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## GENERAL INFORMATION

### 2. HOW TO OBTAIN SERVICE (Cont'd)

#### F. LIMITATIONS OF SERVICE OFFER – Residential and Non-Residential (Cont'd)

##### (6) Minimum Insulation Standards for the Provision of Gas Service (Cont'd)

###### (b) (Cont'd)

- (iii) 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.

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.

###### (c) Waivers

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

- (i) 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 a licensed engineer or architect.

## GENERAL INFORMATION

### **2. HOW TO OBTAIN SERVICE (Cont'd)**

#### **F. LIMITATIONS OF SERVICE OFFER – Residential and Non-Residential (Cont'd)**

##### **(6) Minimum Insulation Standards for the Provision of Gas Service (Cont'd)**

##### **(c) Waivers (Cont'd)**

- (ii) 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) shall 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).
- (iii) The Public Service Commission for just cause, in unusual circumstances, if the applicant for gas service has been denied a waiver pursuant to subsections (i) or (ii) 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.

##### **(d) Certificate of Compliance**

A Certificate of Compliance (see Rule 8.D.(1)) shall be used in all areas of the State where no local authority exists, to assure compliance with the insulation requirements of the Energy Conservation Construction Code.

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

## GENERAL INFORMATION

### **2. HOW TO OBTAIN SERVICE (Cont'd)**

#### **F. LIMITATIONS OF SERVICE OFFER – Residential and Non-Residential (Cont'd)**

(6) **Minimum Insulation Standards for the Provision of Gas Service (Cont'd)**

(e) **Compliance Procedures**

In areas where there is no local building code authority, upon a complaint by a dwelling owner or tenant concerning non-compliance with the provisions of Rule 2.F.(6)(b), the Company shall perform an on-site inspection to determine conformance with the standards concerning roofs, walls, foundation walls, floors, windows, and doors. The result of this inspection shall be provided in writing to the owner (and tenant when applicable) of the dwelling.

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

## GENERAL INFORMATION

### **2. HOW TO OBTAIN SERVICE (Cont'd)**

#### **F. LIMITATIONS OF SERVICE OFFER – Residential and Non-Residential (Cont'd)**

(6) **Minimum Insulation Standards for the Provision of Gas Service (Cont'd)**

(f) **Penalties for Non-Compliance**

In the event the Company finds that any dwelling fails to comply with Rule 2.F.(6)(b), the Company shall impose a 25% surcharge on any bill for gas service to the customer until such violations are corrected.

The effective date of the surcharge rate shall be:

- (i) Immediately after notice, in the event the owner is directly responsible for the non-compliance.
- (ii) 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 shall 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 shall be billed to the owner. The surcharge shall be 25% of the gas bills for the dwelling that is not in compliance.



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## GENERAL INFORMATION

### 2. HOW TO OBTAIN SERVICE (Cont'd)

#### **F. LIMITATIONS OF SERVICE OFFER – Residential and Non-Residential (Cont'd)**

(6) Minimum Insulation Standards for the Provision of Gas Service (Cont'd)

(f) Penalties for Non-Compliance (Cont'd)

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.

(g) 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:

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

## GENERAL INFORMATION

### **2. HOW TO OBTAIN SERVICE (Cont'd)**

#### **F. LIMITATIONS OF SERVICE OFFER – Residential and Non-Residential (Cont'd)**

(6) **Minimum Insulation Standards for the Provision of Gas Service (Cont'd)**

(h) **Waivers**

The Company may waive the requirements in Rule 2.F.(6)(g) where:

- (i) 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) shall be greater than seven times the anticipated annual savings to be obtained (based on the present cost of the fuel currently used in the building).
- (ii) The dwelling is an historical building; or
- (iii) Other measures have been taken so that the overall heat loss for the dwelling envelope does not exceed the total heat loss which would result from conformance with the minimum requirements of Rule 2.F.(6)(g). 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 shall 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

### 2. HOW TO OBTAIN SERVICE (Cont'd)

#### **F. LIMITATIONS OF SERVICE OFFER – Residential and Non-Residential (Cont'd)**

(6) Minimum Insulation Standards for the Provision of Gas Service (Cont'd)

(h) 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 2.F.(6)(g) for just cause after an applicant for gas service has been denied a waiver by the Company.

(i) Certificate of Compliance

A dwelling's compliance with Rule 2.F.(6)(g) shall be certified either by (1) the owner, (2) a contractor of the owner's choice who has inspected the dwelling, or (3) a Company representative who has inspected the dwelling at the owner's request. (See Rules 8.D.(2) and 8.D.(3.))

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.

## GENERAL INFORMATION

### **2. HOW TO OBTAIN SERVICE (Cont'd)**

#### **F. LIMITATIONS OF SERVICE OFFER – Residential and Non-Residential (Cont'd)**

(6) **Minimum Insulation Standards for the Provision of Gas Service (Cont'd)**

(j) **Penalties for Non-Compliance**

The Company shall impose a 25% surcharge on any bill for gas service to any dwelling which has been converted to gas heat and which does not comply with the standards set forth in Rule 2.F.(6)(g).

The effective date of the surcharge rate shall be:

- (i) Immediately after notice, in the event the owner is directly responsible for the non-compliance.
- (ii) 90 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 shall 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 shall be billed to the owner. The surcharge shall be 25% of the gas bills for the dwelling that is not in compliance.

## GENERAL INFORMATION

### 2. HOW TO OBTAIN SERVICE (Cont'd)

#### **F. LIMITATIONS OF SERVICE OFFER – Residential and Non-Residential (Cont'd)**

(6) Minimum Insulation Standards for the Provision of Gas Service (Cont'd)

(j) Penalties for Non-Compliance (Cont'd)

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 unit 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 shall be imposed on the bill for service to the unit occupied by the owner.

- (7) Effective November 1, 1977, and continuing thereafter until further order of the Public Service Commission, gas service shall be furnished to:
- (a) A successor in premises which has been previously served with gas, and which has existing operable gas equipment; provided, however, that such a customer shall be deemed an existing customer, subject to the provisions of Rule 2.F.(3), as if he were the prior customer at such premises.
  - (b) An existing customer who relocated; provided, however, that such a customer shall be deemed to be a new customer, subject to the provisions of Rule 2.F.(2), at his new location if such new location does not already have gas service.

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## GENERAL INFORMATION

### 2. HOW TO OBTAIN SERVICE (Cont'd)

#### **F. LIMITATIONS OF SERVICE OFFER - Residential and Non-Residential (Cont'd)**

(7) (Cont'd)

If an existing structure having gas service is remodeled or reconstructed, or is demolished (voluntarily or involuntarily) and replaced, the customer shall be entitled to resume gas service as if such customer had received gas service on a continuous basis.

Existing, operable equipment which an existing customer owns and relocates to a new location shall be entitled to gas service to the same extent as at its prior location and dual fuel capability shall not be required therefore if not previously required.

(8) Emergency Electric Generation

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

- (a) Only sufficient emergency electric generating capacity is installed to provide minimum requirements for safety and health;
- (b) 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.
- (c) 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.

## GENERAL INFORMATION

### **2. HOW TO OBTAIN SERVICE (Cont'd)**

#### **F. LIMITATIONS OF SERVICE OFFER – Residential and Non-Residential (Cont'd)**

- (9) Notwithstanding all of the foregoing provisions of this Rule 2.F, 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.

#### **G. KIND OF SERVICE**

While the Company shall at all times endeavor to furnish service under any of its standard classes of distribution best suited to the customer's requirements, nothing in this Schedule shall be interpreted as requiring the Company to render service other than that established as standard for the district in which customer's premises are located or to tap its distribution or transmission system except as found feasible by its engineers.

#### **H. CUSTOMER INFORMATION REQUIREMENT**

##### **(1) 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, passwords, telephone numbers and service addresses.

(Continued on next leaf)

## GENERAL INFORMATION

### 2. HOW TO OBTAIN SERVICE (Cont'd)

#### H. CUSTOMER INFORMATION REQUIREMENT (Cont'd)

##### (1) Meter Read and Billed History Data (Cont'd)

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

- (a) No fee for the most recent 24 months of data, or for the life of account, if less than 24 months.
- (b) \$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.

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

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

##### (2) 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.



## GENERAL INFORMATION

### **2. HOW TO OBTAIN SERVICE** (Cont'd)

#### **H. CUSTOMER INFORMATION REQUIREMENT** (Cont'd)

##### **(2) Customer Credit Data**

The Company, at the request of the customer of record will furnish a summary of the most recent 12 months of available credit data for customers currently taking service from the Company, or 12 months of available credit data from the last date of service by the Company for prior customers. Customer data will be provided to the customer only at the written or in-person request of the customer offering reasonable proof that the requesting party is the customer of record. Customer data will be provided to the customer's designee only if the designee provides written authorization from the customer and offers reasonable proof that the requesting party is the party authorized to receive the data.

The data will describe the customer's credit history detailing the number of occurrences for each of the following: Late payments, disconnect notices, and returned checks.

Additional information not listed above, may be requested by the customer. The Company may, at its option, provide such information, if available, to the customer. The Company may charge the requesting party the Company's incremental cost for providing the data. The Company will, within five calendar days:

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

PSC No: 16 - Gas  
Rochester Gas and Electric Corporation  
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**GENERAL INFORMATION**

**2. HOW TO OBTAIN SERVICE (Cont'd)**

Reserved for Future Use

## GENERAL INFORMATION

### 3. EXTENSION OF COMPANY FACILITIES TO SERVE CUSTOMER

#### A. PROVISION OF GAS SERVICE

(1) Definitions - The following words and terms, when used in these rules, will have the meaning:

- (a) 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 (1) service line.
- (b) Service Line - 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 will be deemed to terminate at the outside of the building foundation wall.
- (c) 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.
- (d) 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.

(2) 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 will permit the Company to install and maintain facilities, the Company shall render the service requested in accordance with the provisions of this Rule 3.

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 Rule as it deems necessary in order to provide the service.

(3) Obligations of All Applicants

An applicant shall first have:

- (a) Assured the Company that he/she will be a reasonably permanent customer;
- (b) Agreed in writing to pay the Company;
  - (i) 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;
  - (ii) 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
  - (iii) The rates charged like customers; and
- (c) Furnished reasonable security as to the performance of his/her agreement, if required to do so by the Company.

## GENERAL INFORMATION

### **3. EXTENSION OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)**

#### **A. PROVISION OF GAS SERVICE (Cont'd)**

(4) **Facilities to be Provided Without Charge**

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:

(a) Residential Applicant – Non-Heating

- (i) The material and installation cost relating to up to 100 feet of main, 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 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 3.A.(5) of this Schedule; and
- (ii) 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.

(b) Residential Applicant – Heating

- (i) The material and installation cost relating to:
  - a. Up to 100 feet of main and appurtenant facilities; and
  - b. 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 connection 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 3.A.(5) of this Schedule; and
- (ii) The amounts legally imposed by governmental authorities for obtaining required work permits and for repairing or replacing disturbed pavement.

(c) Non-Residential Applicant

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

## GENERAL INFORMATION

### **3. EXTENSION OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)**

#### **A. PROVISION OF GAS SERVICE (Cont'd)**

##### **(5) Customer Charges for Additional Facilities**

- (a) 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 3.A.(4), the Company shall impose a surcharge subject to the following provisions:
  - (i) 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 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-inch 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

### **3. EXTENSION OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)**

#### **A. PROVISION OF GAS SERVICE (Cont'd)**

(5) Customer Charges for Additional Facilities (Cont'd)

(a) (Cont'd)

- (ii) 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.
- (iii) 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.
- (iv) Each surcharge shall cease:
  - (aa) 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;
  - (bb) Whenever the total adjusted gas revenues 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
  - (cc) After a period of 10 years following its commencement.

## GENERAL INFORMATION

### **3. EXTENSION OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)**

#### **A. PROVISION OF GAS SERVICE (Cont'd)**

(5) Customer Charges for Additional Facilities (Cont'd)

(a) (Cont'd)

- (v) 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.
- (vi) 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.
- (vii) 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 that is in addition to what is required to be provided without charge under Rule 3.A.(4), less an allowance equal to an estimated two years adjusted gas revenue.
  - (aa) 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.
  - (bb) Should additional customers be connected to said main extension during the initial five year period from the date placed in service, a prorata refund shall be made for the cost of that additional portion of main extension which the Company would have had to provide without charge or surcharge.
- (viii) Upon mutual agreement of both Company and applicant, an applicant may provide a guarantee of performance, in lieu of the contribution required in Rule 3.A.(5)(a)(vii) of this Schedule.

## GENERAL INFORMATION

### **3. EXTENSION OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)**

#### **A. PROVISION OF GAS SERVICE (Cont'd)**

##### **(5) Customer Charges for Additional Facilities (Cont'd)**

- (b) 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 under Rule 3.A.(4), the applicant shall pay the Company's costs and expenses for said facilities.

The route of the service line and the location of the meter shall be satisfactory to the Company. Should the applicant request a route for the service line or a location for the meter different from those selected by the Company, such changes shall be made, if found feasible by the Company's engineers provided the applicant pays the Company's costs and expenses to make such changes.

Any relocation of a service line, or a portion thereof, requested by the customer or any relocation required to remedy a condition constituting a violation of a law or ordinance which has been caused by or is the responsibility of the customer, shall be performed by the Company at the expense of the customer.

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.

- (c) 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 4.C and 4.A.(3)(b) of this Schedule.



## GENERAL INFORMATION

### **3. EXTENSION OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)**

#### **A. PROVISION OF GAS SERVICE (Cont'd)**

(6) Furnishing of Rights-of-Way or Agreement to Pay Costs

- (a) 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.
- (b) The Company shall not be obliged to provide service to any applicant or customer which has neither:
  - (i) Delivered to the Company satisfactory permanent easements or rights-of-way; nor
  - (ii) 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.

#### **B. INSPECTION, MAINTENANCE AND REPLACEMENT OF FACILITIES**

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.

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 customer as if such customer were an applicant for service, unless an act or omission of the customer necessitates the replacement or reconstruction.

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

### **3. EXTENSION OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)**

#### **C. PLURALITY OF SERVICES**

The rates set forth in the individual service classifications in the respective schedule 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 shall not be combined for billing purposes except when the Company elects to supply the customer's premises by more than one service connection.

#### **D. SERVICE CONNECTION/METER**

##### **(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.

##### **(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") Meters**

In 2022, the Company shall begin installing AMI equipped meters, for 1 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 gas communications module 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 \$43.68 applicable to the exchange of an existing AMI gas communications module for a non-AMI meter, and a one-time charge of \$58.24 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 charges.

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

A continuing monthly meter reading charge of \$11.56 will be assessed to cover the manual meter reading costs.

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## GENERAL INFORMATION

### **3. EXTENSION OF COMPANY FACILITIES TO SERVE CUSTOMER** (Cont'd)

#### **D. SERVICE CONNECTION/METER** (Cont'd)

(4) 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 4.G. The Company shall be responsible for any costs associated with the relocation of an indoor gas meter at the request of a customer.

## GENERAL INFORMATION

### **3. EXTENSION OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)**

#### **E. 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 he 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.

#### **F. INTERCONNECTION**

The Company will permit a customer to interconnect a source of natural gas to the customer's fuel lines which are interconnected with, and supplied by, the Company's distribution system providing said customer shall execute an agreement with the Company which sets forth the conditions under which the interconnection will be permitted. The agreement shall include, but not be limited to, the following:

- (1) The customer shall be responsible for the installation and maintenance at the customer's expense of the three-way valve approved by the Company at the point of interconnection, operable in only two positions.
  - (a) Flow-through of gas solely from the Company's system to the customer's fuel lines; or
  - (b) Flow-through of gas solely from the customer's supply lines to the customer's fuel lines.

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## GENERAL INFORMATION

### **3. EXTENSION OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)**

#### **F. INTERCONNECTION (Cont'd)**

- (2) Prior to construction, the plans for the design and installation of the customer's local supply, system and interconnection must be submitted to the Company for approval. Subsequent to construction, the Company will inspect said facilities within 15 days following receipt of written notice of completion.
- (3) In addition to any tariff charges otherwise applicable, the customer shall pay the cost of any additional facilities which may be required to provide the interconnection.
- (4) Upon execution of the agreement and prior to operation of the interconnection, the customer shall pay the Company \$200.00 to reimburse the Company for legal and inspections expenses.

#### **G. 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 4.G. of this Schedule, of the connection and removal of equipment 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.

## GENERAL INFORMATION

### 4. METERING AND BILLING

#### A. MEASUREMENT OF CCF CONSUMPTION

(1) Metered

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

(2) Estimated

If the actual Ccf use of service is not known because of scheduled bi-monthly meter reads (Rule 4.C), inability to read meters or because of failure of meters to register accurately, the amount of the bill may be estimated by the Company from the available data to the probable Ccf use and the customer billed accordingly, which estimate shall be corrected if the subsequent meter reading indicates that the estimate was inaccurate. Bill estimates will be calculated in accordance with a procedure approved by the Public Service Commission.

(3) Meter Reading

(a) Residential

The Company will limit the period for which estimated bills may be routinely sent to the customer to a maximum of four months or two billing periods, whichever is greater.

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:

- (i) Scheduling 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; or
- (ii) 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
- (iii) 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.

## GENERAL INFORMATION

### 4. METERING AND BILLING (Cont'd)

#### A. MEASUREMENT OF CCF CONSUMPTION (Cont'd)

(3) Meter Reading (Cont'd)

(a) Residential (Cont'd)

If no actual reading is obtained after bills representing six months or three billing periods of consecutively estimated bills, whichever is greater, have been rendered, 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.

If the Company's records do not contain the address of the person who controls access to the meter, the Company shall request that the customer furnish such information if available.

If the Company receives no response after bills representing eight months or four billing periods of consecutively estimated bills, whichever is greater, the Company may send another letter offering a special appointment and advising the customer and such other person who controls access to the meter that if no appointment is made a charge of \$25.00 will be added to the next bill rendered to the person who controls and refuses to provide access to meter. No charge will be imposed if an appointment is arranged and kept.

If the person who controls access to the meter fails to arrange an appointment in response to a second request and the Company is unable to obtain an actual meter reading, the \$25.00 will be assessed to the next bill of the person who controls access to the meter. If within two months no response is received to the second special appointment letter, the Company may send a registered letter advising the recipient that, in accordance with the Commission directive, the Company will apply for a court order to gain access to the meter to permit the Company to replace a meter, or, if physically feasible, to relocate the meter or install a remote reading device so as to preclude future estimated billing, and/or apply to the court for such other relief as may be appropriate. The letter shall state that in accordance with the Company's filed tariff, the court costs and the costs of the meter relocation or remote reading device will be paid by the person who controls access to the meter.

## GENERAL INFORMATION

### **4. METERING AND BILLING (Cont'd)**

#### **A. MEASUREMENT OF CCF CONSUMPTION (Cont'd)**

(3) Meter Reading (Cont'd)

(a) Residential (Cont'd)

Where a remote meter 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.

(b) Nonresidential

The Company shall make a reading attempt, to obtain an actual reading for every non-residential customer's account on a regular scheduled basis as provided for under Rule 4.C. A reading attempt requires that an authorized Company Representative visit the premises between 8:00 A.M. and 5:00 P.M. on a business day and follow any routine access instructions.

Where circumstances beyond the Company's control prevent the Company from making a regularly scheduled meter reading attempt and where the two previous consecutive cycle bills were not based upon an actual meter reading, the Company shall attempt a follow-up meter reading as soon as possible and within seven calendar days after the scheduled meter reading date.

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 meter reading attempt, leave at the premises or mail to the customer a meter reading card.



## GENERAL INFORMATION

### **4. METERING AND BILLING (Cont'd)**

#### **A. MEASUREMENT OF CONSUMPTION (Cont'd)**

(3) Meter Reading (Cont'd)

(b) Nonresidential (Cont'd)

Where the Company has billed a customer's account based on the readings of a remote meter registration device for six consecutive months, the Company shall, at the time of every subsequent meter reading attempt, until successful, try to gain access to and read the meter.

Where the Company has billed a customer's account based on customer meter readings for six consecutive months, and did not obtain an actual meter 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 meter reading attempt or an appointment with the customer to read the meter.

The Company may render an estimated bill for a regular cycle billing period when:

- The Company has failed to obtain access to the meter(s);
- 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 advising the customer in writing of the specific circumstances and the customers' obligation to have the circumstances corrected, or the Company was unable to obtain access to the meter(s).

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

- (i) The fourth consecutive estimated billing.
- (ii) The tenth consecutive estimated billing for accounts billed on either a remote registration device or customer readings.

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.

## GENERAL INFORMATION

### **4. METERING AND BILLING (Cont'd)**

#### **A. MEASUREMENT OF CONSUMPTION (Cont'd)**

##### (3) Meter Reading (Cont'd)

##### (b) Nonresidential (Cont'd)

The series of no access notices shall be as follows:

The first notice shall advise the access controller that unless access to the customer's meter is provided on the next scheduled meter reading date or a special appointment to read the meter is made and kept, 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 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, another charge will be added to the access controller's next bill. The notice shall also state that service may be physically terminated, that steps to terminate service may follow, and that the Company may obtain a court order to gain access to the meter.

The third and each subsequent notice shall advise the access controller that the no access charge has been added to their bill and, if the service may be terminated without obtaining access, shall be accompanied by a Final Notice of termination for no access. If service cannot be physically terminated without obtaining access, the notice shall advise that the Company is seeking to obtain a court order to gain access to the customer's meter and that court costs will be paid by the access controller.

A no access charge as provided by Rule 2.D. will not exceed \$100.00.

No more than \$100.00 per building or premises will be added to any single bill of the access controller even though more than one meter is located there.

The Company may, at its discretion, suspend temporarily the issuance of no access notices and/or penalties under this subdivision if the access controller contacts the Company and provides a legitimate reason for postponing the provision of access; provided, however, such suspension may not be utilized in the case of any account that is billed for demand charges and in no event shall last for more than 90 calendar days.

## GENERAL INFORMATION

### **4. METERING AND BILLING (Cont'd)**

#### **A. MEASUREMENT OF CONSUMPTION (Cont'd)**

(4) Backbilling

A. Residential:

1. 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.
2. The Company may not adjust upward a bill previously rendered to a residential customer after 12 months from the time the service to which the adjustment pertains was provided unless:
  - (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.
3. 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, will be made within four months of the final resolution of the billing dispute.
4. If the Company adjusts any charge for service rendered 12 or more months prior to the date of issuance it will include with the bill a notice giving the reason for the adjustment.
5. The Company will 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.

## GENERAL INFORMATION

### 4. METERING AND BILLING (Cont'd)

#### A. MEASUREMENT OF CONSUMPTION (Cont'd)

##### (4) Backbilling (Cont'd):

#### B. Non-Residential:

##### 1. 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 .
- (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.
- (iv) A backbill shall be accompanied by an offer of a deferred payment agreement, in accordance with Rule 5.A.(12) of this Schedule, if applicable.

##### 2. 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.

##### 3. 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 12 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 under-billing, unless the Company can demonstrate that the customer knew or reasonably should have known that the original billing was incorrect.

## GENERAL INFORMATION

### 4. METERING AND BILLING (Cont'd)

#### A. MEASUREMENT OF CONSUMPTION (Cont'd)

##### (5) Shared Meters

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

A customer may request a copy of the rules governing shared meters from the Company's office.

#### B. THERM DETERMINATION

For billing purposes, a customer's Ccf gas use shall be converted to therms based on the weighted average Btu content of gas purchased by the Company from its gas suppliers during the customer's billing period. A customer's use in therms is equal to Ccf use times the Heat Value Factor. The Heat Value Factor for a customer's billing period shall be determined by dividing (1) the sum of the daily Company dekatherms purchased during the billing period by (2) the sum of the daily Mcf purchased during the billing period.

#### C. BILLING PERIOD

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

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

## GENERAL INFORMATION

### 4. METERING AND BILLING (Cont'd)

#### **D. RENDITION AND PAYMENT OF BILLS**

(1) Budget Billing:

Residential

- (a) Except as provided in (c) below, 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:
- (i) The customer's annual billing will be estimated at the applicable unit prices for estimated usage in the next 12 months. Each month for 12 months, commencing with the next monthly billing cycle, the customer will be billed each month an amount equal to one-twelfth of the total of such estimated annual billing.
  - (ii) 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.
  - (iii) 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.
  - (iv) 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.
- (b) 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.

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.

## GENERAL INFORMATION

### **4. METERING AND BILLING (Cont'd)**

#### **D. RENDITION AND PAYMENT OF BILLS (Cont'd)**

(1) **Budget Billing (Cont'd)**

(b) (Cont'd)

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

Non-Residential:

(c) Eligibility:

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

- (i) customers who have less than 12 months of billing history at the premises where service is rendered; or
- (ii) seasonal, short-term or temporary customers; or
- (iii) customers who have arrears; or
- (iv) interruptible, temperature controlled or dual-fuel customers; or
- (v) customers who have, for any reason, ceased being billed on a previous budget payment plan before the end of the plan year in the past 24 months; or
- (vi) customers whose pattern of consumption is not sufficiently predictable to be estimated on an annual basis with any reasonable degree of certainty.

The Company may only remove a customer from its budget billing plan if the customer becomes ineligible under Rule 4.D.(1)(c) 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.

(d) Budget billing plan shall:

- (i) establish an eligible customer's monthly or bi-monthly budget billing amount which shall take into consideration the best available relevant factors including the Company's standard estimation factors, projected 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 shall be done not less than two nor more than four times annually, and at the end of the plan year;

## GENERAL INFORMATION

### 4. METERING AND BILLING (Cont'd)

#### D. RENDITION AND PAYMENT OF BILLS (Cont'd)

##### (1) Budget Billing (Cont'd)

##### (d) Budget billing plan will (cont'd):

- (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.
- (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 will not be subject to undue disadvantage.

##### (e) 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 will issue either a final budget settlement bill or the next cycle bill with any necessary adjustments.



## GENERAL INFORMATION

### 4. METERING AND BILLING (Cont'd)

#### **D. RENDITION AND PAYMENT OF BILLS (Cont'd)**

(2) 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.

- (a) **Late Payment Charge:** A monthly late payment charge shall be assessed at a rate of 1½% 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.
- (b) 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).
- (c) Application of late payment charges may be waived by the Company.

(3) 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.

(4) 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.

(5) 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 4.D.4 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 4.D.2.a above, the Late Payment Charge shall be assessed 23 days after the date on which the bill is rendered.

PSC No: 16 - Gas  
Rochester Gas and Electric Corporation  
Initial Effective Date: November 1, 2023  
Issued in compliance with Order in Case No. 22-G-0320, dated October 12, 2023.

Leaf No. 65.1  
Revision: 0  
Superseding Revision:

## GENERAL INFORMATION

### **4. METERING AND BILLING (Cont'd)**

#### **D. RENDITION AND PAYMENT OF BILLS (Cont'd)**

##### (5) Rendition and Payment (Cont'd)

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.

PSC No: 16 - Gas  
Rochester Gas and Electric Corporation  
Initial Effective Date: July 1, 2016  
Issued in compliance with Order in Case 15-G-0286, dated June 15, 2016

Leaf No. 66  
Revision: 3  
Superseding Revision: 1

## GENERAL INFORMATION

### **4. METERING AND BILLING (Cont'd)**

#### **E. TERM OF SERVICE**

(1) 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.

(2) 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.

PSC No: 16 - Gas  
Rochester Gas and Electric Corporation  
Initial Effective Date: March 1, 2004  
Effective:

Leaf No. 67  
Revision: 1  
Superseding Revision: 0

**GENERAL INFORMATION**

**4. METERING AND BILLING (Cont'd)**

**Reserved for Future Use**

## GENERAL INFORMATION

### **4. METERING AND BILLING (Cont'd)**

#### **F. WAIVER OF MINIMUM CHARGE**

Should the customer's plant be shut down for more than two weeks on account of strike, lockout, flood, fire and destruction of buildings, the minimum charge or guarantee will be waived during the period of such shutdown, but in no event for longer than six months where service is provided on an annual contract; provided, however, that the term of the annual contract shall be extended for a corresponding period, and that the customer shall furnish, to the satisfaction of the Company, facts justifying such waiver.

#### **G. CHARGES FOR SPECIAL SERVICES**

Where the Company performs special services at the request of the customer, in addition to supplying gas service, the customer shall pay the Company's costs and expenses when such special services are not due to the failure of the supply of gas, or the delivery of gas, or are not the responsibility of the Company, and except as otherwise specified or provided for in this Schedule. Charges will apply on a per visit basis per service point. A charge will be assessed for each rescheduled or subsequent visit.

The Company's normal business hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. EST. Services requested Monday through Friday 5:00 p.m. to 8:00 a.m., Saturday, or Company holidays will be assessed at the Company's time and a half labor rates. Services performed on a Sunday will be charged at the Company's double time labor rate. Charges for a crew will be based on a minimum call out period.

##### (1) Special Meter Read Fee

A special meter read fee will be assessed to a Customer or ESCO for each Service Point in which the Customer or ESCO requests a meter read if the meter reading is requested to be performed on a date other than the Customer's regularly scheduled meter reading date. The fee shall be equal to the charge shown in the Special Services Statement.

##### (2) Same Day or Non-Business Hour Service Request

The charge for connecting, reconnecting, or disconnecting a service on the same day of the request or during non-business hours at the request of the applicant or Customer shall be equal to the amount shown in the Special Services Statement.

## GENERAL INFORMATION

### **4. METERING AND BILLING** (Cont'd)

#### **H. ADJUSTMENT OF RATES DUE TO CHANGES IN COST OF GAS**

- (1) Applicability
  - (a) The GSC shall be applicable to all customers taking service pursuant to Service Classification Nos. 1, 4, 6, and 8 of P.S.C. No. 16 – Gas, or superseding issues thereof.
  - (b) 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.
- (2) Gas Supply Charge (“GSC”, also called Net Cost of Gas)
  - (a) Each monthly GSC shall be the sum of the Average Cost of Gas, the Inter-Departmental Sales Credit, the Gas Cost Reconciliation, the Gas Cost Reconciliation – Interim, the Pipeline Refund, the Capacity Cost Incentive, the Refund of Revenues Collected for Transition Cost from Service Classification Nos. 3, 5, 7, and 9, the Research and Development Surcharge, the Equivalent Cost of Gas, the Refund of Revenues Collected Under the Provisions of Balancing and Cashout Charges of Service Classification Nos. 3, 5, 7, and 9, revenues collected through the Gas Reliability Surcharge, and other PSC approved adjustments.
  - (b) The net cost of gas per therm, computed as provided in the Monthly GSC Statement, shall become effective commencing (the first day of the month following the computation date,) provided however, that the net cost of gas shall be adjusted whenever there is a change in the pipelines' rates. The net cost of gas shall continue in effect until changed.
- (3) Monthly GSC Statement
  - (a) Not less than three days prior to any change in the net cost of gas resulting from this provision for adjustment of rates according to changes in the net cost of gas, a statement showing the present average cost of gas and the date at which and the period for which the average was determined, together with the period the net cost of gas per therm shall remain in effect, shall be duly filed with the Public Service Commission apart from this Rate Schedule. Such statement shall be available to the public at Company offices at which applications for service may be made.
  - (b) A new GSC statement 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 five percent.
  - (c) Each GSC statement shall contain:
    - (i) An identification of the applicable schedule and service classifications;
    - (ii) 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;
    - (iii) The date at which, and the period for which, the GSC was determined;
    - (iv) The cost on a per Therm basis, before adjustments;
    - (v) A summary of adjustments, including the Interdepartmental Sales Credit, Pipeline Refunds, Research and Development Surcharge, Annual Reconciliation of Gas Costs, Interim Gas Cost Reconciliation, and other adjustments as approved by the PSC;
    - (vi) The net amount, or GSC without the MFC, on a per Therm basis; and
    - (vii) The MFC.
  - (d) 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.

**GENERAL INFORMATION**

**4. METERING AND BILLING** (Cont'd)

**H. ADJUSTMENT OF RATES DUE TO CHANGES IN COST OF GAS** (Cont'd)

(24) Average Cost of Gas

The average cost of gas shall be computed monthly as follows:

- (a) By applying the estimated rates and charges of the Company's gas suppliers to the respective quantities of gas purchased from each supplier for delivery to customers during the forecasted 12 calendar months; and
- (b) By applying the average unit cost of gas in storage (including charges for gas storage services provided by the Company's storage suppliers but not including carrying charges) at the date of the computation to the quantities of gas withdrawn from storage during the same 12-month period; and
- (c) From the total quantity of gas delivered to customers, other than customers taking service under Service Classifications Nos. 3, 5 and 7, subtracting the quantity of gas delivered for use by the other departments during the same 12-month period; and
- (d) Reducing the total cost of gas purchased and withdrawn from storage, as computed in (a) and (b) above, by an amount determined by applying the interdepartmental rate per dekatherm, to the interdepartmental quantities in (c) above; and
- (e) Included in the Average Cost of Gas are the market price compensation costs that the Company paid to ESCOs for gas diverted during a curtailment situation. Defined in Leaf 127.19.1.D 5(g)6; and
- (f) Plus/minus applicable fixed risk management costs.
- (g) Included in the Average Cost of Gas is the Gas Cost Incentive Mechanism ("GCIM"):
  - (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 costs.
  - (iii) There shall be an 80%/20% sharing between customers and shareholders for savings from local production.
- (h) Less the cost of gas attributable to Service Classification No. 15 of this Schedule, or superseding issues thereof;

## GENERAL INFORMATION

### 4. METERING AND BILLING (Cont'd)

#### **H. ADJUSTMENT OF RATES DUE TO CHANGES IN COST OF GAS (Cont'd)**

- (4) Average Cost of Gas (Cont'd)
- (i) By dividing the total cost of gas, (a) plus (b) minus (d) minus (e), by (c) the gas delivered to customers.
- (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) The rates for gas service under Service Classification No. 1 shall be subject each month to an addition or a deduction for each \$.000001, or major fraction thereof, increase or decrease in the average cost of gas per therm. Such increase or decrease shall be multiplied by the FOA ratio of 1.0100 and rounded to the nearest \$.000001 per therm.
- (c) The FOA shall be reset on January 1 based on an average of the actual lost and unaccounted volumes for the immediately preceding three 12-month periods ending August 31.
- (d) The FOA shall not be reset if the average result from those periods is within plus or minus 5% of the FOA then in effect.
- (e) Effective January 1, 2024:  
The Company shall update the five-year average LAUF to five years ending August 31, 2023.
- (i) The FOA is set at 1.00729;
- (ii) The Lost and Unaccounted for Gas (LAUF) Target is set at 0.729%;
- (iii) The dead band upper limit is set at 3.105%;
- (iv) The dead band lower limit is set at 0.000%.
- (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 4.H(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, 6, and 8 sales customers and Service Classification Nos. 3, 5, 7, and 9 transportation customers. The SPA per therm rate shall be a credit if the actual system LAUF percentage is less than the LAUF Target or a 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, Small Transportation Rate Adjustment Statement and the Large Transportation Rate Adjustment Statement.
- (6) Inter-Departmental Sales Credit  
The interdepartmental rate per dekatherm shall be defined as \$.48 per dekatherm except for gas used in the Company's gas turbine where the adder shall be \$.44 per dekatherm.



## GENERAL INFORMATION

### 4. METERING AND BILLING (Cont'd)

#### H. ADJUSTMENT OF RATES DUE TO CHANGES IN COST OF GAS (Cont'd)

(7) Gas Cost Reconciliation

GSC recoveries shall be reconciled with actual gas supply expenses on an annual basis. The Annual Reconciliation of Gas Costs shall be determined by comparing gas supply expenses to GSC recoveries. The Annual Reconciliation shall reflect the applicable fixed FOA. The Annual Reconciliation of Gas Costs shall be positive (a surcharge) when gas supply expense exceeds GSC recoveries. The Annual Reconciliation of Gas Costs shall be negative (a refund) when GSC recoveries exceed gas supply expenses. The adjustment shall be determined as follows:

- (a) By taking the cost of purchased gas adjusted for Pipeline Refunds for the 12 months ended August 31 of each year and subtracting therefrom an amount equal to the sum of (1) the average cost of gas as defined in Rule 4.H.(4) multiplied by the quantities of gas purchased for the Company's own customers, (2) the GSC revenues exclusive of Rule 4.H.(5) revenues and Pipeline Refunds, (3) the costs assignable to gas used by other Company departments, and (4) either (i) the previous year's over-collection with interest to the extent not refunded, or (ii) adding the previous year's under-collection with interest to the extent not recovered. The previous year referred to above in (7) (a) is the 12 months ended August 31 of the second preceding year prior to the year for which the calculation is being made.
- (b) A surcharge or refund rate to be shown on the GSC statement shall be determined by dividing the amount derived in (a) above by the quantities of gas purchased for the Company's own customers during the determination period, and by applying the Factor of Adjustment as stated in Rule 4.H.(5) in effect on the date the surcharge or refund becomes effective to the amount so determined.
- (c) The annual reconciliation shall exclude the non-customer portion of GCIM.
- (d) 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

### 4. METERING AND BILLING (Cont'd)

#### H. ADJUSTMENT OF RATES DUE TO CHANGES IN COST OF GAS (Cont'd)

(8) Gas Cost Reconciliation-Interim

The Gas Cost Reconciliation-Interim may be applied during the 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 Gas Cost Reconciliation-Interim shall be determined by the Company and filed with the PSC.

(9) Pipeline Refund

The Company shall pass back to customers any refund, including applicable interest on any unrefunded balance, received from a pipeline as follows:

- (a) All refunds received each month shall be combined for purposes of determining the refund credit. The rate of refund shall be computed by dividing the total amount to be refunded by the corresponding estimated sales for the next successive 12 calendar months provided. All refunds concluded during the 12 months ending August 31 of each year shall be reconciled with amounts intended to be refunded during that period with any difference applied to the Annual Surcharge or Refund Computation.
- (b) Interest shall be computed on the unrefunded balance from the date of receipt of the refund until the refund is returned to the customers at the rate prescribed by the Commission.
- (c) If gas supply credits (e.g., pipeline refunds) are received by the Company in any month, such credits shall be returned through the monthly Gas Supply Charge. The Company shall not retain any gas supply credits. To the extent a pipeline passes back a refund directly to the Company, rather than to the ESCOs, the Company shall allocate a pro-rata share to non-daily metered customers as applicable.
- (d) The Pipeline Refund shall be calculated by dividing applicable pipeline refunds by annual forecasted firm sales.
- (e) In lieu of immediately applying any pipeline refunds, the Company may accumulate such refunds, with applicable interest, to be accounted for during the annual reconciliation. With PSC approval, accumulated refunds may be returned at any time preceding the annual reconciliation.
- (f) Where exceptional circumstances warrant, the Company may petition the Commission for a waiver of the above refund plan.

(10) Reserved for Future Use

(11) Refund of Revenues Collected for Transition Cost from Service Classification Nos. 3, 5, 7, and 9.

Sales to customers taking service under Service Classification No. 1, Service Classification No. 4, Service Classification No. 6 and Service Classification No. 8 who are subject to the GSC, shall be subject to a credit to reflect revenues collected through the Transition Cost Surcharge in Service Classification No. 3, Service Classification No. 5, Service Classification No. 7 and Service Classification No. 9. Each billing month, the sales credit per therm shall be determined by dividing the annual amount collected by annual forecasted sales to the above customers and such rate shall be included as a separate line item on the GSC statement for that month. Any difference between the total amount to be credited and the actual amount credited shall be included as an adjustment in the Company's next annual reconciliation of gas costs.

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## GENERAL INFORMATION

### **4. METERING AND BILLING (Cont'd)**

#### **H. ADJUSTMENT OF RATES DUE TO CHANGES IN COST OF GAS (Cont'd)**

(12) **Research and Development Surcharge**

Sales subject to Service Classification No. 1, Service Classification No. 4, Service Classification No. 6 and Service Classification No. 8 who are subject to the GSC, shall be subject to a surcharge to collect funds to support medium and long term gas research and development programs. This surcharge shall replace the existing funding of the Gas Research Institute (GRI).

The amount of the surcharge shall be calculated yearly by dividing the total amount that the Company paid to upstream pipelines for GRI funding in calendar year 1998, less any amounts to be paid to upstream pipelines for GRI funding in the calendar year for which the surcharge is being calculated, by the total forecasted volumes delivered to customers taking service under all Service Classifications.

The total amount collected annually under this surcharge shall be reconciled to ensure that it does not exceed the amount that the Company paid to upstream pipelines for GRI funding in calendar year 1998. Any amounts collected through this surcharge which are not spent on R&D programs shall be refunded to the customers. This surcharge shall be listed as a separate item on the GSC statement.

**GENERAL INFORMATION**  
**4. METERING AND BILLING (Cont'd)**

**H. ADJUSTMENT OF RATES DUE TO CHANGES IN COST OF GAS (Cont'd)**

(13) Equivalent Cost of Gas Provision

- (a) In the event that during a gas supply curtailment the Company curtails service, pursuant to Rule 5.C.(1), to any industrial or commercial customer, which has dual-fuel capability, to the extent such curtailed customer is curtailed by more than the average by which other customers in the same category are curtailed ("excess curtailment"), the Company may enter into an agreement with such curtailed customer whereby the Company shall reimburse such customer each month for the difference in cost to such customer between the alternate fuel utilized by the customer in lieu of gas and the gas which would have been utilized but for the excess curtailment, the cost of gas being calculated on an equivalent Btu basis and under the applicable Service Classification.

For each customer who installs dual-fuel capability, the phrase "alternate fuel utilized by the customer in lieu of gas" as used in the foregoing shall mean the cheapest alternate fuel which is feasible for such customer as of the date on which the customer installs dual-fuel capability; that alternate fuel shall be determined by the Company, subject to Public Service Commission review in the event of disagreement. Propane shall only be considered to be the alternate fuel for such a customer in those instances where it is the only feasible alternative.

- (b) The Company shall determine, as to each month during the period any agreements under Rule 4.H.(13)(a) are in effect, the aggregate monthly amount by which the otherwise applicable GSC for all customers (Rule 4.H.(3)) shall be increased for the recovery of the amounts paid under Rule 4.H.(13)(a). A rate shall be determined by dividing the aggregate amount paid by the estimated sales expected to be made during the second succeeding month following the month during which the alternate fuel was utilized and the rate so determined shall be added to the GSC otherwise applicable during such second succeeding month. If actual sales vary from estimated sales, a debit or credit adjustment shall be made in calculating the equivalent GSC for the subsequent billing month.

(14) Refund of Revenues Collected Under the Provisions of Balancing and Cashout Charges of Service Classification Nos. 3, 5, 7, and 9

Sales subject to Service Classification No. 1, Service Classification No. 4, Service Classification No. 6 and Service Classification No. 8, who are subject to the GSC, shall be subject to a credit to reflect revenues as may result from incurring balancing and cashout charges. Each billing month, the credit per therm shall be determined by dividing the annual amount collected by annual forecasted sales to the above customers and such rate shall be included as a separate item on the GSC Statement for that month. Any difference between the total amount to be credited and the actual amount credited shall be included as an adjustment in the company's next annual reconciliation of gas costs.

(15) Gas Reliability Surcharge

- (a) Beginning April 1, 2011, ESCOs serving the Company's delivery customers shall be required to provide capacity to meet 100% of the ESCO's non-daily metered customers' load based on an average peak day of 66 Heating Degree Days (HDD) of load. On days exceeding 66 HDD, the Company shall supply the difference between 66 HDD and the HDD of the particular day. The Company shall retain and supply capacity on days where the Heating Degree Days (HDD) are between 66 and 75. The Gas Reliability Surcharge shall recover the costs associated with retaining such pipeline capacity to meet demand on behalf of non-daily metered customers taking service with an ESCO.
- (b) The Gas Reliability Surcharge shall apply to customers taking service under Service Classification Nos. 5, 7a and 9.
- (c) The costs to be collected through the surcharge 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. Revenues received from the Gas Reliability Surcharge shall be credited to the Gas Supply Charge.
- (d) The surcharge shall be included in the small Transportation Service Rate Adjustment Statement
- (e) On or before September 30 of each year, beginning in 2011, the Company shall provide a report to the Director of the Office of Electric, Gas and Water that includes the calculation for the projected year's capacity requirements, a statement of the changes from the previous 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 ESCOs operating in the Company's gas service territory and any other interested party that specifically requests it.
- (f) 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 Rule 4.H.(17)(ii)(e).

**GENERAL INFORMATION**  
**4. METERING AND BILLING (Cont'd)**

**H. ADJUSTMENT OF RATES DUE TO CHANGES IN COST OF GAS (Cont'd)**

- (16) 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 and Transportation Rate Adjustments .
- (17) Merchant Function Charge (MFC):  
The MFC shall be applicable to only those customers taking gas supply service from the Company. A separate MFC shall 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.
- 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 12-month period and the most recent sales forecast.

**GENERAL INFORMATION**

**4. METERING AND BILLING (Cont'd)**

**H. ADJUSTMENT OF RATES DUE TO CHANGES IN COST OF GAS (Cont'd)**

**(18) Incremental Gas Supply Charge (IGSC):**

- (a) In lieu of the GSC, the IGSC shall be applicable to customers requesting to return to firm sales service under Service Classification No.1 from Service Classification No. 3, Service Classification No. 7B, Service Classification No. 15, or Service Classification No. 16, and 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 sale service under Service Classification No.1
- (b) Each month the IGSC shall be the higher of:
  - a. The GSC multiplied by 110% during the months of April through October (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.
- (c) The IGSC shall apply for a period of 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 shall 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 prior to the end of the contract for capacity, and the Company determines the capacity is not needed for system supply, the capacity shall be released to the customer's ESCO for the remaining term of the 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.

The IGSC shall be reconciled annually and included in the annual reconciliation of gas costs. Any revenues remaining after expenses for IGSC customers shall be refunded to customers subject to the GSC.

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

Transportation customers returning to gas sales service where the only remaining load is heat load to prevent freeze offs of an empty building shall be charged the GSC in lieu of the IGSC.

**(d) Monthly IGSC Statement**

The IGSC Statement shall be filed on not less than three days prior to any change in the cost of gas resulting from the provisions for adjustment of rates according to changes in the cost of gas, a statement showing the present average cost of gas and the date at which and the period for which the average was determined, together with the period the net cost of gas per therm shall remain in effect.

A new IGSC Statement may be filed on one days' 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%.

## GENERAL INFORMATION

### **4. METERING AND BILLING (Cont'd)**

#### **H. ADJUSTMENT OF RATES DUE TO CHANGES IN COST OF GAS (Cont'd)**

- (18) Incremental Gas Supply Charge (IGSC): (Cont'd)  
(d) Monthly IGSC Statement (Cont'd)

The applicable IGSC, per Therm of usage, shall be charged to customers by prorating the IGSC in effect for heating load during the billing period based on the number of degree days each IGSC was in effect during the billing period. For non-heating load, the applicable IGSC, per Therm of usage shall be charged by prorating the IGSCs in effect during the billing period based on the number of calendar days each IGSC was in effect during the billing period.

Each monthly IGSC may include the Average Cost of Gas, the Inter-Departmental Sales Credit, the Gas Cost Reconciliation, the Gas Cost Reconciliation – Interim, the Pipeline Refund, the Capacity Cost Incentive, the Refund of Revenues Collected for Transition Cost from Service Classification Nos. 3, 5, 7, and 9, the Research and Development Surcharge, the Equivalent Cost of Gas, the Refund of Revenues Collected Under the Provisions of Balancing and Cashout Charges of Service Classification Nos. 3, 5, 7, and 9, revenues collected through the Gas Reliability Surcharge, Heater Charge, and other PSC approved adjustments.

The net cost of gas per therm, computed as provided in the Monthly IGSC Statement, shall become effective commencing (the first day of the month following the computation date), provided however, that the net cost of gas shall be adjusted whenever there is a change in the pipelines' rates. The net cost of gas shall continue in effect until changed.

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Rochester Gas and Electric Corporation  
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## **GENERAL INFORMATION**

Reserved for Future Use



## GENERAL INFORMATION

### **4. METERING AND BILLING (Cont'd)**

#### **I. INCREASE IN RATES AND CHARGES APPLICABLE WHERE SERVICE IS SUPPLIED**

The rates and charges for service under all Service Classifications, including minimum charges, shall be increased to collect taxes on commodity revenue and delivery revenue calculated from the aggregate percentage rate of the taxes imposed on the Company's commodity and delivery revenues pursuant to:

- (1) Section 186-a of the State Tax Law "GIT"); and
- (2) Section 20-b of the General City Law and Section 5-530 of the Village Law. The Company shall only collect and remit taxes on behalf of a Village or City seeking to impose the tax on the delivery portion of revenue received from customers where the commodity is provided by an entity other than the Company (delivery only customers) if the Village or City seeking to impose the tax on the delivery portion requests the Company to do so and provides a written agreement to the Company (similar to the Example Agreement attached as Appendix B to the Order Approving Tariff Filings with Modifications, Issued and Effective September 19, 2019 in Case 19-G-0374, et. al;). When a City or Village submits the materials required to the Company to collect the Muni Tax from delivery only customers, the Company shall file a new statement with the Public Service Commission as identified in this Rule.

Aggregate percentage tax rates will be separately calculated for rates and charges for:

- (1) Residential Non-Retail Access Delivery Service
- (2) Non-Residential Non-Retail Access Delivery Service
- (3) Non-Retail Access Commodity Service (Residential and Non-Residential)
- (4) Residential Retail Access Delivery Service
- (5) Non-Residential Retail Access Delivery Service

The effective aggregate percentage tax rates will be computed as follows:

- a) Within cities or villages subject to Municipal Tax:  
$$[[1/(1-(GIT + \text{Muni Tax}))]-1]*100$$
- b) Outside of cities or villages subject to Municipal Tax:  
$$[(1/(1 - GIT)) - 1] * 100$$

The applicable aggregate percentage rate and surcharge factor shall be set forth on a statement (Tax Surcharge Percentages Statement or "TSP Statement") filed with the Public Service Commission. Whenever the legislature, city, village or any other governmental authority levies a new tax on the Company, repeals such a tax, or changes the rate of such a tax, the Company will file a new statement. Every such statement shall be filed not less than 15 business days before the date on which the statement is proposed to be effective, and no sooner than the date of the tax enactment to which the statement responds; shall become effective no sooner than the date when the tax enactment is filed with the Secretary of State; shall be applicable to bills subject to the tax enactments that are rendered on or after the effective date of the statement; and shall be canceled not more than five business days after the tax enactment either ceases to be effective or is modified so as to reduce the tax rate. Such statement will be duly filed with the Public Service Commission, apart from this rate schedule, and will be available to the public at Company offices at which applications for service may be made.

## GENERAL INFORMATION

### 4. METERING AND BILLING (Cont'd)

#### **J. FIXED FACTOR BILLING**

- (1) For customers receiving gas at pressures higher than the normal delivery pressure, the Company may use a fixed factor method for determining the actual gas consumption. 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.
- (2) 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:

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

- (a)  $P_b$  is the barometric pressure measured in pounds per square inch absolute.

For purposes of this Rule, the Rochester District average barometric pressure of 14.45 pounds per square inch absolute shall be used unless the barometric pressure for a given location varies by more than 0.10 pounds per square inch absolute from the Rochester District average. When the barometric pressure exceeds this variance, the barometric pressure for that location shall be calculated based on that location's elevation above sea level.

- (b)  $P_m$  is the delivery or metering pressure measured in pounds per square inch gauge, and
- (c)  $P_B$  is the base pressure 14.73, measured in pounds per square inch absolute.

## GENERAL INFORMATION

### 4. METERING AND BILLING (Cont'd)

#### **J. FIXED FACTOR BILLING (Cont'd)**

- (3) At each installation where fixed factor billing is used:
  - (a) The regulated outlet pressure to the customer's meter will be maintained under operating conditions  $\pm 1.0$  percent of the pressure absolute.
  - (b) Each regulator shall be sealed in a manner that would indicate any unauthorized tampering with the outlet pressure adjustment screw.
  - (c) All regulators and pressure compensating devices used in fixed factor measurement shall be clearly identified.
  - (d) A means will be provided for verifying the outlet set pressure of the regulator initially and periodically thereafter.
  - (e) The Company shall maintain records of each fixed factor installation.
  - (f) The Company shall maintain a file of regulator manufacturer's data sheets covering regulator(s) in fixed factor measurement service.
- (4) No fixed factor installation shall be made where the resulting measurement error is fast, or more than 2 percent slow.

PSC No: 16 - Gas

Rochester Gas and Electric Corporation

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## **GENERAL INFORMATION**

### **4. METERING AND BILLING** (Cont'd)

#### **K.1 Reserved for Future Use**

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## **GENERAL INFORMATION**

### **4. METERING AND BILLING** (Cont'd)

#### **K.1 Reserved for Future Use**

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Rochester Gas and Electric Corporation  
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## GENERAL INFORMATION

### **4. METERING AND BILLING (Cont'd)**

**K.2**      **Reserved for Future Use**

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Rochester Gas and Electric Corporation  
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## GENERAL INFORMATION

### **4. METERING AND BILLING (Cont'd)**

#### **K.2 Reserved for Future Use**

PSC No: 16 - Gas  
Rochester Gas and Electric Corporation  
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## GENERAL INFORMATION

### 4. METERING AND BILLING (Cont'd)

**K.3** Reserved for Future Use



## GENERAL INFORMATION

### **4. METERING AND BILLING (Cont'd)**

#### **K.4 EXCELSIOR JOBS PROGRAM**

##### **PURPOSE:**

This service is provided in cooperation with the New York State Empire State Development (“ESD”), pursuant to Article 17 of the Economic Development Law, to assist in job creation and financial investment in targeted industries such as biotechnology, pharmaceutical, high-tech, clean-technology, green technology, financial services, agriculture and manufacturing throughout the Company's service territory.

##### **A. ELIGIBILITY CRITERIA:**

- 1) A customer must be approved by the local ESD and the Company must be notified by ESD that the customer has entered into a formal agreement with ESD.
- 2) A customer must qualify for service under and in accordance with the provisions of Service Classification Nos. 1, 3, and 5.
- 3) A customer must receive an annual certification of tax credit from ESD verifying that they have satisfied the eligibility criteria and must also satisfy any usage thresholds for additional load as set forth below. The customer shall receive the Excelsior incentive for one year each year that they are issued a certification from ESD. In the event that a 12-month period has ended but the Company has not yet receive notification from ESD regarding the next year's certification the customers benefits shall continue until either an additional three months has passed or the Company receives notification that the customer shall not be issued a tax certificate for the year.
- 4) A customer who increases their usage by 25% on a monthly basis above their baseload shall be eligible to receive the appropriate Excelsior Jobs Program rates. A customer with a baseload of zero shall receive the appropriate Excelsior Jobs Program rates on their entire load. Weather sensitive customers' baseload usage shall be weather normalized. Weather sensitive customers' actual usage shall be weather normalized to determine if the 25% threshold is reached. A customer who achieves the 25% increase above their baseload shall receive the appropriate Excelsior rates on all of the load above the baseload.

##### **B. TERM**

A qualified customer shall be eligible to receive the Excelsior Jobs Program rates for no more than ten years from the initial certification from ESD or until a customer's Excelsior approval becomes invalid. If a customer's Excelsior certification becomes invalid, the customer shall not be eligible to receive Excelsior Jobs Program rates until the Company is notified by ESD that the customer has been recertified.

##### **C. BILLING**

The Excelsior Jobs Program rates for Service Classification No. 3 – High Pressure customers are provided within the special provision listed herein. All other Service Classification No. 3 customers will receive rates as provide within the special provisions as of May 1, 2018. All other service classes are equal to the customer's otherwise applicable standard service classification delivery rates with the exception of the Revenue Decoupling Mechanism (RDM).

## GENERAL INFORMATION

### **4. METERING AND BILLING (Cont'd)**

#### **K.4 EXCELSIOR JOBS PROGRAM (Cont'd)**

##### **C. BILLING (cont'd)**

###### **TRANSITION CHARGE**

All Excelsior Jobs Program customers receiving discounted delivery rates are exempt from paying the Transition Charge.

###### **REVENUE DECOUPLING MECHANISM (RDM) ADJUSTMENT**

All Excelsior Jobs Program customers are exempt from paying the Revenue Decoupling Mechanism (RDM) Adjustment on the qualifying load.

##### **D. INCREASE IN RATES AND CHARGES**

The rates and charges under this rider are increased by the applicable effective aggregate percentage shown in Rule 4.I for service supplied in the municipality where the customer is taking service.

##### **E. OTHER**

A qualified customer will pay a monthly service bill at the rates and charges under this rate for all therms in excess of a base amount of therms established for each monthly billing period.

- a. For an existing customer, the base amount will be determined by the Company using an annual historical period. The customer may request an adjustment to the base amount if the customer has installed energy conservation measures pursuant to an energy efficiency program approved by the Commission.
- b. For a prospective customer, the base amount will be zero.

If it is determined that the bill calculated under this provision exceeds the bill calculated under the otherwise applicable standard Service Classification rates, the customer will pay the lower of the two bills.

If the customer is receiving Empire Zone or Economic Development Zone discounts, such customer agrees to forfeit any prospective discounts received under the Empire Zone or Economic Development Zone program at any location or locations that qualify for Excelsior Jobs Program discounts as of the date the customer begins to receive Excelsior Jobs Program discounts.

## GENERAL INFORMATION

### **4. METERING AND BILLING** (Cont'd)

#### **L. 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.

#### **M. 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.

**GENERAL INFORMATION**  
**4. METERING AND BILLING** (Cont'd)

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

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

**1. Eligibility**

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

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

**2. Billing and Collections**

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

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

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

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

- (a) deferred payment agreements (pursuant to General Information Rule 5.A.(13)); and
- (b) termination/disconnection and reconnection of service (pursuant to General Information Rule 5.A. and General Information Rule 5.A.(12)).

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

NYSERDA Loan installment amounts shall not be subject to the Increase in Rates and Charges Applicable Where Service is Supplied pursuant to General Information Rule 4.I.

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

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

## GENERAL INFORMATION

### **4. METERING AND BILLING** (Cont'd)

#### **N. 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**  
**4. METERING AND BILLING** (Cont'd)

**O. 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.

**P. Low Income and Energy Affordability Programs**

**1. Low Income Program**

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

**A. Enrollment**

- 1. 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 12 months, shall be removed from the Low Income Program.
- 2. 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 12 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.

**B. 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.

**C. Billing**

A customer enrolled in the Low Income Program shall be billed in accordance with Rule 4.D.(1) Budget Billing of this Schedule.

- a. A customers shall have the option to opt-out of Budget Billing.
- b. If a customer falls into arrears, they shall be removed from Budget Billing in accordance with Rule 4.D.(1)(b) of this Schedule. Once the customer resolves the arrears, they can be re-enrolled in Budget billing.

**D. Reconnect Charges**

The Company shall waive reconnect charges for customers that qualify for the Low Income Program.

**GENERAL INFORMATION**  
**4. METERING AND BILLING** (Cont'd)

**P. Low Income and Energy Affordability Programs (Cont'd)**

2. **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.

A. Eligibility

Participants in the Guarantee Pilot must meet the following eligibility requirements:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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**  
**4. METERING AND BILLING** (Cont'd)

**P. Low Income and Energy Affordability Programs (Cont'd)**

**2. Energy Affordability Guarantee Pilot Program ("Guarantee Pilot") (Cont'd)**

**B. The Guarantee**

**1. 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.

**2. 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.

**3. 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.



**GENERAL INFORMATION**  
**4. METERING AND BILLING** (Cont'd)

**Q. 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.
  - c. "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.
  - d. "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. 16 - Service Classification Nos. 1, 8, or 9 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. 16 - Service Classification Nos. 1, 8, or 9 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 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.

**GENERAL INFORMATION**  
**5. TERMINATION OF SERVICE**

**A. TERMINATION OF SERVICE DUE TO DEFAULT**

(1) Conditions for Termination:

The Company may terminate the supply of gas due to default when the customer:

- (a) Fails to pay any tariff charge due on the customer's account for which a written bill has been rendered,
  - (i) 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 adjustments to estimated bills, or the cessation of excusable delays by the Company or customer,
  - (ii) 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
- (b) Fails to pay amounts due under a deferred payment agreement; or
- (c) Fails to pay a lawfully required security deposit requested in accordance with Rule 2.B.; or
- (d) Fails to comply with a provision of the Company's schedule which permits the Company to refuse to supply or to terminate service.
- (e) 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.

(2) Notice of Termination:

(a) Time:

- (i) 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.
- (ii) Non-residential - The Company may discontinue the supply of gas:
  - (aa) At least five (5) days after a final termination notice has been served personally upon the customer; or
  - (bb) 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
  - (cc) 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 (i) or (ii) 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 rather than to the premises where service is rendered. The notice shall contain the requested information set forth in Rule (2)(b).

## GENERAL INFORMATION

### 5. TERMINATION OF SERVICE

#### A. TERMINATION OF SERVICE DUE TO DEFAULT (CONT'D)

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

(b) Format:

Every notice indicating termination of service will:

(i) clearly indicate in non-technical language:

- (aa) the reason for service termination;
- (bb) 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;
- (cc) 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;
- (dd) 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
- (ee) the earliest date on which termination may be attempted; and

(ii) have printed on the face therefore 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.”

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

(iv) Non-residential termination notices will, in addition to the above, include:

- (aa) a statement that Commission 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 Commission.

## GENERAL INFORMATION

### 5. TERMINATION OF SERVICE (Cont'd)

#### A. TERMINATION OF SERVICE DUE TO DEFAULT (Cont'd)

(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 5.A.(2); and
- (b) It has verified on the day termination occurs that payment has not been posted to the customer's account as of the opening of business on that day, or has complied with procedures established pursuant to Rule 5.A.(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 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.

## GENERAL INFORMATION

### **5. TERMINATION OF SERVICE (Cont'd)**

#### **A. TERMINATION OF SERVICE DUE TO DEFAULT (Cont'd)**

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

- (a) Residential - The Company shall not terminate service, except as provided by Rule 5.G, for non-payment of bills or failure to post a required deposit on:
  - (i) A Friday, Saturday, Sunday or public holiday; or
  - (ii) A day on which the business offices of the Company or the Commission are closed; or
  - (iii) A day immediately preceding either a public holiday or day on which the Company's business offices are closed; or
  - (iv) During a two-week period encompassing Christmas and New Year's Day.

Disconnections should only be made between the hours of 8:00 a.m. and 4:00 p.m.

- (b) Non-residential - The Company shall not terminate service, except as provided by Rule 5.G, 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.

## GENERAL INFORMATION

### 5. TERMINATION OF SERVICE (Cont'd)

#### A. TERMINATION OF SERVICE DUE TO DEFAULT (Cont'd)

(6) 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.

(7) Termination of Service to 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.

Rules 5.A.(3) through 5.A.(6) shall be applicable with respect to the termination of service to entire multiple dwellings.

## GENERAL INFORMATION

### 5. TERMINATION OF SERVICE (Cont'd)

#### A. TERMINATION OF SERVICE DUE TO DEFAULT (Cont'd)

(8) Termination of Service to Two-family Dwellings

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

Rules 5.A.(3) through 5.A.(6) shall be applicable with respect to the termination of service to two-family dwellings.

(9) Termination of Residential Service During Cold Weather

During the cold weather period beginning November 1 of each year and ending April 15 of the following year, the written notices required in Rules 5.A.(7) and 5.A.(8) shall be provided not less than 30 days before the intended termination. The Company shall also attempt to contact by telephone or in person the customer or an adult resident of the customer's premises at least 72 hours prior to the intended termination.

(10) 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

### 5. TERMINATION OF SERVICE (Cont'd)

#### A. TERMINATION OF SERVICE DUE TO DEFAULT (Cont'd)

- (11) 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 a customer's account and the Company shall not be required to issue additional notice prior to termination. The Company shall charge the customer a handling charge as provided for under Rule 4.D.(3).
- (12) Reconnection of Service  
When a customer's service is terminated in accordance with Rule 5.A for non-payment of bills, the Company reserves the right to refuse to furnish service to:
- (a) A residential customer at the same or any other location until:
    - (i) The Company receives the full amount of arrears for which service was terminated; or
    - (ii) The Company and the customer reach agreement on a deferred payment plan and the customer pays a down payment, if required; or
    - (iii) The Commission or its designee so directs; or
    - (iv) 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
    - (v) 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.
  - (vi) 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 5.N. of this Schedule, Termination of Service in Regard to the Purchase of ESCO Accounts Receivable Program (POR).



## GENERAL INFORMATION

### 5. TERMINATION OF SERVICE (Cont'd)

#### **A. TERMINATION OF SERVICE DUE TO DEFAULT (Cont'd)**

##### (12) Reconnection of Service (Cont'd)

- (b) Non-residential customers at the same or any other location until receipt by the Company of all tariff charges including the lawful reconnection charge, any other charges, fees or penalties due, legal fees, court costs, and disbursements, if applicable, and either:
  - (i) 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
  - (ii) The Company and customer reach agreement on, and sign, a deferred payment agreement for the amounts set forth in (b)(i) above and the customer pays a down payment if required; or
  - (iii) 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
  - (iv) 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
  - (v) 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
  - (vi) The Commission or its designee directs service to be reconnected.

## GENERAL INFORMATION

### **5. TERMINATION OF SERVICE (Cont'd)**

#### **A. TERMINATION OF SERVICE DUE TO DEFAULT (Cont'd)**

##### **(12) Reconnection of Service (Cont'd)**

- (c) The Company shall reconnect service, unless prevented by circumstances beyond the Company's control or where a customer requests otherwise, to any terminated customer not more than 24 hours after the above conditions of this rule have been satisfied. Whenever circumstances beyond the Company's control prevent reconnecting of service within 24 hours, service shall be reconnected within 24 hours after those circumstances cease to exist (including, but not limited to, times when a Supplier fails to timely notify the Company of Supplier's receipt of payments due).
- (d) A reconnection charge shown in the Special Services Statement shall apply when (1) the conditions set forth above have been satisfied, or (2) the suspension of delivery service was at the request of an ESCO, as described in Section 5.N. of this Schedule, Termination of Service in Regard to the Purchase of ESCO Accounts Receivable Program (POR); and the customer requests restoration of service during or after normal business hours.
- (e) The customer, or person who controls access to the meter, shall be responsible for the payment of any charges associated with a court action to gain access to and remove a meter(s) and discontinue service. Such charges shall not exceed 150% of the previous calendar year's average cost per incident.

## GENERAL INFORMATION

### **5. TERMINATION OF SERVICE (Cont'd)**

#### **A. TERMINATION OF SERVICE DUE TO DEFAULT (Cont'd)**

##### (13) Deferred Payment Agreements (“DPA/EDPA”)

###### (a) Residential

- (i) Any residential customer or applicant is eligible, in accordance with 16 NYCRR 11.10 for a deferred payment agreement except a customer who:
  - (aa) has defaulted on an existing deferred payment agreement unless the terms of the defaulted agreement required payments over a shorter period of time than the standard agreement under Rule 5.A.(13)(a)(ii)(aa) and 16 NYCRR 11.10.
  - (bb) the Commission or its authorized designee determines that the customer or applicant has the resources to pay the bill.

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 require a 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 5.A.(13)(a)(ii)(aa) and 16 NYCRR 11.10.

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

**GENERAL INFORMATION**

**5. TERMINATION OF SERVICE (Cont'd)**

**A. TERMINATION OF SERVICE DUE TO DEFAULT (Cont'd)**

(13) Deferred Payment Agreements (“DPA/EDPA”) (Cont'd)

(a) Residential (Cont'd)

- (ii) A deferred payment agreement shall obligate the customer to make timely payments of all current charges and shall provide for:
- (aa) 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.
  - (bb) Any specific terms for down payment and payment mutually agreed upon after negotiation by the Company and customer.
  - (cc) 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. The 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 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.

- (iii) 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 5.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.

## GENERAL INFORMATION

### **5. TERMINATION OF SERVICE (Cont'd)**

#### **A. TERMINATION OF SERVICE DUE TO DEFAULT (Cont'd)**

##### (13) Deferred Payment Agreements ("DPA/EDPA") (Cont'd)

##### (b) Non-residential

(i) Any non-residential customer is eligible for a deferred payment agreement except:

- (aa) A customer who owes any amounts under a prior deferred payment agreement; or
- (bb) A customer who failed to make timely payments under a prior deferred payment agreement in effect during the previous 12 months; or
- (cc) A customer that is a publicly held company or a subsidiary thereof; or
- (dd) A seasonal, short-term or temporary customer; or
- (ee) 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
- (ff) 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
- (gg) 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.

## GENERAL INFORMATION

### **5. TERMINATION OF SERVICE (Cont'd)**

#### **A. TERMINATION OF SERVICE DUE TO DEFAULT (Cont'd)**

(13) **Deferred Payment Agreements** (“DPA/EDPA”) (Cont'd)

(b) **Non-residential** (Cont'd)

(ii) A deferred payment agreement shall obligate the customer to make timely payments of all current charges and may require the customer:

- (aa) 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
- (bb) 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
- (cc) 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
- (dd) 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
- (ee) 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 2.B.(2); and.
- (ff) 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 5.A.(13)(b)(i).

## GENERAL INFORMATION

### **5. TERMINATION OF SERVICE (Cont'd)**

#### **A. TERMINATION OF SERVICE DUE TO DEFAULT (Cont'd)**

(13) Deferred Payment Agreements (“DPA/EDPA”) (Cont'd)

(b) Non-residential (Cont'd)

- (iii) 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 either 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.
- (iv) 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 5.A.

## GENERAL INFORMATION

### **5. TERMINATION OF SERVICE (Cont'd)**

#### **B. TERMINATION OF SERVICE DUE TO FRAUD**

If tampered equipment (as defined in Rule 1) 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 5.A.(2) through 5.A.(11) of this Schedule.

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

#### **C. DISCONTINUANCE OR CURTAILMENT OF SERVICE**

The Company may, at its sole discretion, interrupt or curtail deliveries hereunder on two hours' notice. Notice may be given by telephone.

During major upstream events such as pipeline rupture or wide-spread well freeze-offs, which result in insufficient gas supply delivered to the Company's city-gate(s), interruptions and curtailments shall apply to non-core customers first, and then to core customers, regardless of which customers' supply delivered to the Company's city-gate is not sufficient to meet their demand.

##### (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.



**GENERAL INFORMATION**

**5. TERMINATION OF SERVICE (Cont'd)**

**C. DISCONTINUANCE OR CURTAILMENT OF SERVICE (Cont'd)**

As part of the implementation of these curtailment procedures, the Company Gas Emergency Plan shall be put into effect. In the event of an emergency, the Company may deviate from Rule 5.C 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 5.C., 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 NYCRR 11.

## GENERAL INFORMATION

### **5. TERMINATION OF SERVICE (Cont'd)**

#### **C. 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 shall be the midpoint index prices plus maximum firm transportation charges (commodity plus fuel plus demand) to the Company's citygates. The relevant indices and specific calculations are established in the GTOP Manual. 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 its 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

### **5. TERMINATION OF SERVICE (Cont'd)**

#### **C. 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 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) Large industrial and commercial space heating, boiler fuel requirements, air conditioning, electric generation, and other non-process purposes where the base annual requirements for an individual piece of gas equipment are 12,000 Dth. or larger;
- (h) Process requirements for which there are technically feasible alternate fuels, and industrial and commercial requirements for space heating where the base annual requirements for an individual piece of equipment are 12,000 Dth. or larger;
- (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) 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;
- (k) 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;

## GENERAL INFORMATION

### **5. TERMINATION OF SERVICE (Cont'd)**

#### **C. DISCONTINUANCE OR CURTAILMENT OF SERVICE (Cont'd)**

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

- (l) 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;
- (m) 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;
- (n) Plant protection requirements for customers curtailed in Items a through m above;
- (o) Industrial and commercial requirements where combined total base annual requirements are less than 1,200 Dth.;
- (p) Residential requirements;
- (q) Reduce load by scheduling electric blackouts for brief periods of time (not to exceed 30 minutes) in the affected areas. Notify the public of the locations and durations of outages.
- (r) 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.
- (s) 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 10.D.5.(g)(6). 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.

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Rochester Gas and Electric Corporation  
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Revision: 3  
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**GENERAL INFORMATION**

**5. TERMINATION OF SERVICE (Cont'd)**

Reserved for Future Use

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Rochester Gas and Electric Corporation  
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**GENERAL INFORMATION**

**5. TERMINATION OF SERVICE (Cont'd)**

Reserved for Future Use

PSC No: 16 - Gas  
Rochester Gas and Electric Corporation  
Initial Effective Date: December 1, 2012

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Superseding Revision: 3

**GENERAL INFORMATION**

**5. TERMINATION OF SERVICE (Cont'd)**

Reserved for Future Use

## GENERAL INFORMATION

### 5. TERMINATION OF SERVICE (Cont'd)

#### **D. TERMINATION OF SERVICE DUE TO NO ACCESS**

In the case of a nonresidential customer, failure to provide the Company reasonable access to the premises served for any necessary or proper purposes in connection with rendering gas service may result in termination of service so long as the requirements of 16 NYCRR 13.8 (c) have been met. These purposes include, meter installation, reading, testing, maintenance, removal and securing of the Company's property. The Company shall not terminate service under this section if 1) the customer has advised the Company that he or she does not control access to the meter(s) and 2) the customer has advised the Company of the identity of the entity that does control access.



## GENERAL INFORMATION

### **5. TERMINATION OF SERVICE (Cont'd)**

#### **E. 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 equal to the charge shown in the Special Services Statement. 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.
- (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 will attempt to read the meter on or about the day the customer requests 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 read on the next working day. The duration of the required notice is stated in the term clause of each service classification.

#### **F. TERMINATION OF SERVICE WHEN THERE IS NO CUSTOMER**

##### Applicability:

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

- (1) when there is no customer and service is being provided through tampered equipment;
- (2) when, in the case of a Non-residential customer, there is no customer and the Company can show that the user shall require service for less than one week, provided the Company makes a reasonable effort to notify the user and provide the user with an opportunity to apply for service before disconnection.
- (3) when there is no customer and the Company has provided advance written notice to the occupant stating the Company's intent to disconnect 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 30 calendar days before disconnection.

#### **G. TERMINATION OF SERVICE DUE TO EMERGENCY CONDITIONS**

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

- (1) An emergency may threaten the health or safety of a person, a surrounding area or the Company's transmission or distribution systems; or
- (2) There is a need to make permanent or temporary repairs, changes, or improvement in any part of the Company's system; or
- (3) There is a governmental order or directive requiring the Company to do so.

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

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

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Rochester Gas and Electric Corporation  
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### **GENERAL INFORMATION**

- H. Reserved for Future Use
- I. Reserved for Future Use
- J. Reserved for Future Use
- K. Reserved for Future Use
- L. Reserved for Future Use
- M. Reserved for Future Use

PSC No: 16 - Gas  
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## **GENERAL INFORMATION**

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## **GENERAL INFORMATION**

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## GENERAL INFORMATION

### **5. TERMINATION OF SERVICE (Cont'd)**

#### **N. 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.



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Rochester Gas and Electric Corporation  
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Superseding Revision: 3

## GENERAL INFORMATION

### 5. TERMINATION OF SERVICE (Cont'd)

#### **O. RIGHT TO SHUT OFF GAS SUPPLY**

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 will be made pursuant to Rule 5.G of this Schedule.

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Issued under the authority of the PSC in Case No. 03-M-0117, order effective October 25, 2004

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