

## GENERAL INFORMATION

### 4. METERING AND BILLING

#### A. METERING

Metering shall be provided and owned by the Company, except in cases where the Customer has elected to own its meter in accordance with Rule 3.E.(2) and 4.A.2.

##### 1) Company Owned Meters

###### (a) Ownership, Control, and Maintenance of Meters

For Company owned meters, installation, maintenance, and compliance with Commission regulations (16 NYCRR Parts 92 and 125) shall remain the responsibility of the Company.

###### (b) Measurement of Consumption

###### (i) Metered

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

###### (ii) Unmetered

Where the customer's only utilization equipment consists of warning lights, directional signs, telephone booth lights or the like, having a total rated capacity of less than two kilowatts and such equipment has a definitely determinable demand, and is operated on a fixed schedule, the Company may supply unmetered service at the applicable Service Classification rates and charges, upon the basis of the usage determined by the Company and endorsed upon the agreement for service. Unmetered service shall not be supplied at any location where the customer is supplied with metered service. The Company reserves the right at any time to measure by meter, either permanently or for test purposes, service supplied on an unmetered basis.

###### (iii) Metering Adjustment

Metering shall normally be at the delivery voltage. The Company may, at its option, meter service at a voltage either higher or lower than the voltage of delivery, in which case the appropriate following adjustment shall be made:

- (a) When secondary service is metered on the primary side of the Company's transformers, calculated transformer losses shall be subtracted from measured demand and energy prior to billing.
- (b) When primary service is metered on the secondary side of the Customer's transformers, calculated transformer losses shall be added to measured demand and energy prior to billing.

Calculated transformer losses shall be based on data published by the transformer manufacturer, when available, or on data published by the General Electric Company for transformers of similar voltage, type and size. No-load losses shall be based on data assuming 730 hours per month. Load losses shall be determined by multiplying metered demand and energy, respectively, by individually calculated factors developed in accordance with generally accepted engineering principles assuming 730 hours per month and taking cognizance of the full load capacity of the transformer, the Customer's average peak load, the load factor and average power factor of the load. Such factors shall be reviewed annually or as load changes require.

## GENERAL INFORMATION

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

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

##### 1) Company Owned Meters (cont'd)

##### (c) Estimated

If the actual use of service is not known because of scheduled bimonthly meter reads (Rule 4.B), 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 as to the probable consumption and/or demand, and the customer billed accordingly, which estimate shall be corrected if the subsequent meter reading indicates that the estimate was inaccurate. Bill estimates shall be calculated in accordance with a procedure approved by the Public Service Commission.

##### (d) Meter Reading

##### (i) Residential

The Company shall limit the period for which estimated bills may be routinely sent to a residential 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:

- (a) 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
- (b) 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
- (c) 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.

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## GENERAL INFORMATION

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

#### **A. METERING (Cont'd)**

##### 1) Company Owned Meters

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

##### (i) 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.

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**GENERAL INFORMATION**

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

**A. METERING (Cont'd)**

1) Company Owned Meters

(d) Meter Reading (Cont'd)

(i) 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.

(ii) 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.B. 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.

Where the Company did not obtain an actual meter reading from the meter(s) of accounts billed for metered demand, at the time of a regularly scheduled or follow-up meter reading attempt, the Company shall make another reading attempt as soon as possible and within seven calendar days after its last attempt.

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 customer meter reading card for the non-demand meter.

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## GENERAL INFORMATION

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

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

##### 1) Company Owned Meters

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

##### (ii) 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:

- (a) The second consecutive estimated billing for accounts billed for demand.
- (b) The fourth consecutive estimated billing for accounts not billed for demand.
- (c) 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.

The series of no access notices shall be as follows:

The first notice shall advise 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.

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## GENERAL INFORMATION

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

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

##### 1) Company Owned Meters

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

##### (ii) Nonresidential (Cont'd)

The second notice shall advise the person who controls access that the no access charge has been added to the bill and that another may be added to the 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 in order to gain access to the meter.

The third and each subsequent notice shall advise the person who controls access that the no access charge has been added to the billing 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 gaining access, a notice shall state that the Company is seeking a court order to obtain access and that court costs will be paid by the person who controls access to the meter.

The monthly no access charge shall be \$100.00 per month per building or premises.

The Company may suspend the issuance of no access notices and/or penalties if the access controller contacts the Company and provides a legitimate reason for postponing the provision of access; provided, however, no metered demand account shall be eligible for such suspension and no suspension shall last more than 90 calendar days.

##### (e) Backbilling

##### 1. Residential:

- a. The Company will not charge a residential customer for service rendered more than six months prior to the mailing of the first bill for service to the residential customer unless the failure of the Company to bill at an earlier time was not due to the neglect of the Company or was due to the culpable conduct of the customer. If the customer remains liable for any such service and the delay in billing was not due to the culpable conduct of the customer, the Company shall explain the reason for the late billing and will notify the customer in writing that payments may be made under an installment payment plan.
- b. The Company may not adjust upward a bill previously rendered to a residential customer after 12 months from the time the service to which the adjustment pertains was provided unless:
  - (i) failure to bill correctly was caused by the customer's culpable conduct;
  - (ii) failure to bill correctly was not due to the neglect of the Company;
  - (iii) such adjustment is necessary to adjust a budget payment plan; or
  - (iv) there was a dispute between the Company and the customer concerning the charges for service during the 12-month period.

## GENERAL INFORMATION

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

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

##### 1) Company Owned Meters

##### (e) Backbilling (Cont'd)

1. Residential (Cont'd):
  - c. Where the Company has submitted an estimated bill or bills to a residential customer that understate the actual amount of money owed by such customer for the period when estimated bills were rendered by more than 50 percent or one hundred dollars (\$100), whichever is greater, the Company shall notify the customer in writing that he or she has the right to pay the adjusted bill in regular monthly installments over a reasonable period that will not be less than three months. An adjustment to increase previously rendered bills more than 12 months after the time service was provided, pursuant to paragraphs (ii), (iii), and (iv) of this section, will be made within four months of the final resolution of the billing dispute.
  - d. If the Company adjusts any charge for service rendered 12 or more months prior to the date of issuance it will include with the bill a notice giving the reason for the adjustment.
  - e. The Company shall not render a bill for previously unbilled service or adjust upward a bill previously rendered to a residential customer after the expiration of 24 months from the time the service to which the new billing or adjustment pertains was provided unless the culpable conduct of the customer caused or contributed to the failure of the Company to render a timely or accurate billing.
2. Non-Residential:
  - a. Notice:
    - (i) Every backbill will contain a written explanation of the reason for the backbill that will be sufficiently detailed to apprise the customer of the circumstances, error or condition that caused the underbilling, and, if the backbill covers more than a twenty-four month period, a statement setting forth the reason(s) the Company did not limit the backbill under subdivision 2.
    - (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.(13) of this Schedule, if applicable.

## GENERAL INFORMATION

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

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

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

##### b. Limitations on Backbill Rendering (Cont'd):

- (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.

##### c. Limitations on Backbilling Period:

- (i) When the failure to bill at an earlier time was due to Company deficiency, the Company will not bill a customer for service rendered more than 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 underbilling, unless the Company can demonstrate that the customer knew or reasonably should have known that the original billing was incorrect.

##### d. Rebilling of Estimated Demand:

- (i) The Company shall not upwardly revise an estimated demand unless it can demonstrate that, for the period during which the demand was estimated, it complied with the meter reading requirements and the no access procedures.
- (ii) All revised demands will be based on the best available information including the customer's present and historical energy consumption and load factor.
- (iii) No revised demand will exceed 95 percent of the subsequent actual demand, unless the Company has, along with the estimated demand bill, offered a special appointment to read the meter, and the customer failed to arrange and keep such appointment, in which case the estimated demand may be revised up to the level of the subsequent actual demand.
- (iv) The Company shall downwardly revise any estimated demand that exceeds the subsequent actual demand, within 30 calendar days after such actual demand was obtained.
- (v) The Company may only upwardly revise an estimated demand within 60 calendar days after the subsequent actual demand was obtained.

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## GENERAL INFORMATION

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

#### **A. METERING (Cont'd)**

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

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

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

Residential Customers may elect to opt out of receiving an AMI electric meter.

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

Customers may subsequently elect to opt-out of having an AMI electric meter 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 electric meter 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 charge.

##### (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.

##### 3) Customer Owned Meters

As described in Rule 3.E.(2), eligible large commercial and industrial time-of-use Customers have the option of owning a Commission-approved meter; such meters shall remain under control of the Company. Eligible large commercial and industrial time-of-use Customers include any Customer with a basic demand of not less than 300 kilowatts during any three of the previous 12 months.

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Rochester Gas and Electric Corporation  
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Revision: 2  
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## **GENERAL INFORMATION**

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

#### **B. 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 will furnish postcards to customers whose meters are scheduled to be read bimonthly for the purpose of reporting meter readings in the intervening months.

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

## GENERAL INFORMATION

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

#### C. 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 shall 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 shall be billed "budget" amount equal to 1/12 of the such estimated annual bills.
  - (ii) During the plan year the customer's actual use shall 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 12th month billing cycle. If the amount of the budget billing is greater than such regular billing, the Company shall apply the excess as credit against future bills or shall refund the excess paid.
  - (iii) In order to minimize the amount of over or under payment to be adjusted on the 12th 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 shall 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 shall 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 shall be charged or credited to the budget settlement bill.

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

The actual bill for customers shall be computed in accordance with the applicable service classification. The late payment charge for residential customers shall be calculated at the rate of 1 ½% 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 shall then become due, or if there is an excess, it shall be applied to future bills or refunded by the Company.

## GENERAL INFORMATION

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

#### **C. 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 levelized 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 Section 4.C.(b) of this Schedule, provided that the Company has given the customer an opportunity to become current in payment. If delinquency is the cause of the customer's ineligibility, such opportunity need only be given once in any twelve-month period.

(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)

#### **C. RENDITION AND PAYMENT OF BILLS** (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)

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

(2) When Bills Are Due

Bills of the Company are due: 1) upon receipt; or 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.

(3) 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.

(4) State Agencies

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).

(5) Application of late payment charges may be waived by the Company.

## GENERAL INFORMATION

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

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

(6) 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.

(7) 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 services rendered, provided that such customer's average annual billing is not more than \$150.

(8) 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.

1. 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.C.7 herein, the regular interval may exceed 75 days;
2. 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).
3. As provided in General Rule 4.C.3 above, the Late Payment Charge shall be assessed 23 days after the date on which the bill is rendered.
4. Beginning 90 calendar days after the final Commissioner Order in Case No. 22-E-0319, a Community Distributed Generation ("CDG") satellite customer, as described in Rule 23, who has not received a revised or corrected invoice within 45 calendar days of the bill issuance date, shall receive a credit of \$10 for each month in excess of the initial 45-day period that the CDG credits are applied, and the invoice issued ("Monthly Credit").
  - a. A CDG satellite customer who has not received credits on their invoice for at least four months as of the date of issuance of a final Commissioner Order in Case No. 22-E-0319, or who has not received the correct amount of the CDG credits, shall be eligible for the Monthly Credit.
  - b. If the CDG billing delays are due to factors outside of the Company's control, the Company shall not be required to provide the Monthly Credit.

Payment by mail properly stamped, addressed, and mailed on or before the past due date included 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 Electric 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.

## GENERAL INFORMATION

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

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

(8) **Rendition and Payment (Cont'd)**

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 Customer's payment was made by the past due date as indicated on the bill.

#### **D. 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 or the Line Extension Surcharge Agreement.

(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.



**GENERAL INFORMATION**

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

**E. WAIVER OF MINIMUM DEMAND CHARGE**

Should the customer's plant be shut down for more than two weeks on account of strike, lockout, flood, fire or destruction of buildings, the minimum demand 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.

**F. CHANGE OF SERVICE CLASSIFICATION**

If it is found that a Service Classification other than the one on which the customer is supplied will be more advantageous, the customer, upon signing a new application card, will be supplied under the more favorable rate subject to the class and term limitations of the rate. A change having once been made must be for a period of at least one year.

**G. CHARGES FOR SPECIAL SERVICES**

Where the Company performs special services at the request of the customer, in addition to supplying electric 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 electricity 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.

(Continued on next leaf)

## GENERAL INFORMATION

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

#### **H. HISTORIC METER READ AND BILLED HISTORY DATA**

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

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

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

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

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

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

Historical meter read data shall include: account number, premise address, tax district, meter multiplier, service point identifier, meter number, read date, meter reading, consumption and demand, as applicable, for each billed period, and type of meter read (company, customer, or estimated). Historical meter read data for time-of-use meters shall indicate consumption for peak and off peak hours; demand meters indicate consumption and demand; and time-of-use demand meters indicate consumption and demand for peak and off-peak hours. Usage requests which exceed the Company's basic billing determinants, consistent with the customer's Service Classification, dynamic profile information, or static profile information, the Company shall cooperate with the customer to provide the specific data, if available, for a fee. The Company shall calculate and provide the fees involved with this special request. 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 kilowatt hours and/or kilowatts, type of meter read (company, customer or estimate), and total dollar amount billed for each billed period.

(Continued on next leaf)

## GENERAL INFORMATION

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

#### **H. HISTORIC METER READ AND BILLED HISTORY DATA (Contd.)**

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.

#### **I. 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 electricity 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.

#### **J. CUSTOMER CREDIT DATA**

The Company, at the request of the customer of record, shall 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 shall 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 shall 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 shall describe the customer's credit history detailing the number of occurrences for each of the following: Late payments, disconnect notices, and returned checks.

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## GENERAL INFORMATION

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

#### **J. CUSTOMER CREDIT DATA (Cont'd)**

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.

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

**K. 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) Chapter 60, Article 9 and, where applicable, 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 shall 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 shall 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 shall 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 shall be duly filed with the Public Service Commission, apart from this rate schedule, and shall be available to the public at Company offices at which applications for service may be made.

**L. SURCHARGES**

**System Benefits Charge (SBC):**

A System Benefit Charge (SBC) recovers costs associated with clean energy activities conducted by the New York State Energy Research and Development Authority (NYSERDA). The SBC is collected from the following Service Classifications: 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 14, and 15.

On an annual basis, the SBC Statement shall be filed on not less than 15 days' notice to become effective January 1<sup>st</sup>. The Company shall reserve the right to file the SBC Statement on a more frequent basis as necessary to accommodate changes to program costs as directed by the Commission Order in Case 18-E-0130. Such filing shall be made on not less than 15 days' notice prior to the effective date.

Such statement may be found at the end of this Schedule (P.S.C. No. 19 – Electricity). The statement shall set forth the following surcharge rates:

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

**L. SURCHARGES (Cont'd)**

**System Benefits Charge (SBC) (Cont'd):**

**A. Clean Energy Fund (CEF) Surcharge Rate:**

Beginning on March 1, 2016, the CEF surcharge rate collects funds associated with clean energy activities administered by NYSERDA for the CEF and includes the following program activities that were in effect prior to 2016: Renewable Portfolio Standard (RPS) and Energy Efficiency Portfolio Standard (EEPS). The surcharge rate shall be calculated by dividing the necessary collections by the projected annual kWh sales. Necessary collections shall include:

1. Annual authorized collections for NYSERDA administered programs, plus or minus any under- or over-collections for prior years.
2. CEF component of revenues collected by customers through the Customer Benefit Contribution ("CBC") Charge pursuant to Rule 26.A and 26.B shall be included in the surcharge reconciliation.

**B. Clean Energy Standard – Tier 2 Maintenance Contracts and Backstop Charges:**

The Company shall recover costs associated with the Tier 2 Maintenance Contracts and Backstop Charges (Rule 25) from all customers.

The rate shall be set annually based on expected Tier 2 Maintenance Contract costs divided by projected sales and shall include allowance for uncollectibles plus or minus any under or over-collection for the prior years. If any backstop charges are incurred during the recovery period, the Company can reset the rate during that time. The Exceptions identified in Rule 4.D. below do not apply to this component of the SBC.

**C. Integrated Energy Data Resource (IEDR) Surcharge**

The Company shall recover costs associated with the implementation of the IEDR by NYSERDA. The surcharge shall collect costs from all customers.

The surcharge rate shall be set annually based on projected IEDR program costs divided by projected sales and shall include carrying charges using the Other Customer Provided Capital Rate, plus or minus and under- or over-collections for prior years.

**D. Exemptions:**

1. A customer that received a NYPA allocation of Recharge New York power pursuant to Rule 4.L.5 shall be exempt from the CEF surcharge of the SBC.
2. A customer with a Negotiated Agreement may be exempt from the SBC as provided for in the customer's agreement.

**E. Energy Efficiency (EE) Tracker Surcharge**

Effective December 1, 2020, the Company shall discontinue the EE Tracker component of the SBC surcharge. The EE Tracker component of the SBC surcharge shall now be recovered in the Company's base delivery rates. A customer that was exempt from paying the SBC surcharge shall continue to receive an exemption from costs associated with the EE Tracker.

Customers that are exempt from paying the EE Tracker, as part of the SBC surcharge shall continue to receive an exemption from costs associated with the EE Tracker.

**Credits:**

A customer that was exempt from the EE Tracker component of the SBC as identified in 4.K.D above shall receive a delivery rate credit for costs associated with energy efficiency and Electric Heat Pump programs administered by the Company.

**GENERAL INFORMATION**

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

**L. SURCHARGES (Cont'd)**

**System Benefits Charge (SBC) (Cont'd):**

**E. Energy Efficiency (EE) Tracker Surcharge (Cont'd)**

The following credits shall be applied per kW of exempt load:

**SBC Exempt Customers - Per kw Credit**

Service Classification (SC)	Make-Whole Rates					
	Rate Year 1 11/01/2023	Rate Year 2 05/01/2024	Rate Year 3 05/01/2025	Rate Year 1 11/01/2023	Rate Year 2 05/01/2024	Rate Year 3 05/01/2025
SC3	\$ (0.93)	\$ (1.67)	\$ (2.43)	\$ (0.15)	\$ (0.15)	\$ (0.15)
SC7	\$ (0.89)	\$ (1.60)	\$ (2.33)	\$ (0.15)	\$ (0.15)	\$ (0.15)
SC8T	\$ (0.79)	\$ (1.40)	\$ (2.04)	\$ (0.14)	\$ (0.14)	\$ (0.14)
SC8STnd	\$ (1.06)	\$ (1.93)	\$ (2.85)	\$ (0.19)	\$ (0.19)	\$ (0.19)
SC8STComm	\$ (1.06)	\$ (1.88)	\$ (2.72)	\$ (0.19)	\$ (0.19)	\$ (0.19)
SC8P	\$ (0.94)	\$ (1.63)	\$ (2.32)	\$ (0.14)	\$ (0.14)	\$ (0.14)
SC8S	\$ (0.95)	\$ (1.68)	\$ (2.43)	\$ (0.15)	\$ (0.15)	\$ (0.15)
SC8SubS	\$ (0.90)	\$ (1.61)	\$ (2.34)	\$ (0.17)	\$ (0.17)	\$ (0.17)

Effective May 1, 2026, the Make-Whole Rate shall expire and the Delivery Charge that appears on the customer's bill shall not include the Make-Whole Rate.

**SBC Exempt Standby Customers - Contract Demand Per kw Credit**

Service Classification (SC)	Rate Year 1	Rate Year 2	Rate Year 3
SC3	\$ (0.39)	\$ (0.69)	\$ (1.00)
SC7	\$ (0.48)	\$ (0.85)	\$ (1.23)
SC8T	\$ (0.61)	\$ (1.09)	\$ (1.57)
SC8STnd	\$ (0.14)	\$ (0.25)	\$ (0.36)
SC8STComm	\$ (0.11)	\$ (0.19)	\$ (0.27)
SC8P	\$ (0.34)	\$ (0.59)	\$ (0.84)
SC8S	\$ (0.39)	\$ (0.70)	\$ (1.01)
SC8SubS	\$ (0.44)	\$ (0.78)	\$ (1.14)

**SBC Exempt Standby Customers - As-Used Demand Per kw Credit**

Service Classification (SC)	Make-Whole Rates					
	Rate Year 1 11/01/2023	Rate Year 2 05/01/2024	Rate Year 3 05/01/2025	Rate Year 1 11/01/2023	Rate Year 2 05/01/2024	Rate Year 3 05/01/2025
SC3	\$ (0.02056)	\$ (0.03668)	\$ (0.05306)	\$ (0.01598)	\$ (0.01598)	\$ (0.01598)
SC7	\$ (0.00676)	\$ (0.01204)	\$ (0.01741)	\$ (0.00000)	\$ (0.00000)	\$ (0.00000)
SC8T	\$ (0.00924)	\$ (0.01640)	\$ (0.02366)	\$ (0.00000)	\$ (0.00000)	\$ (0.00000)
SC8STnd	\$ (0.04601)	\$ (0.08393)	\$ (0.12235)	\$ (0.03617)	\$ (0.03617)	\$ (0.03617)
SC8STComm	\$ (0.03795)	\$ (0.06694)	\$ (0.09633)	\$ (0.01862)	\$ (0.01862)	\$ (0.01862)
SC8P	\$ (0.02747)	\$ (0.04806)	\$ (0.06896)	\$ (0.01608)	\$ (0.01608)	\$ (0.01608)
SC8S	\$ (0.02585)	\$ (0.04612)	\$ (0.06669)	\$ (0.01488)	\$ (0.01488)	\$ (0.01488)
SC8SubS	\$ (0.02033)	\$ (0.03654)	\$ (0.05298)	\$ (0.01493)	\$ (0.01493)	\$ (0.01493)

Effective May 1, 2026, the Make-Whole Rate shall expire and the Delivery Charge that appears on the customer's bill shall not include the Make-Whole Rate.

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## GENERAL INFORMATION

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

#### L. SURCHARGES (Cont'd)

##### System Benefits Charge (SBC) (Cont'd):

##### F. Retail and Residential Energy Storage Program Surcharge

The Company shall recover costs associated with the NYSERDA administered retail and residential energy storage programs. The surcharge shall collect costs from all customers, including NYPA customers.

The rate shall be set annually based on expected NYSERDA administered retail and residential energy storage program costs divided by projected sales and shall include carrying charges using the Other Customer Capital Rate, plus or minus any under or over-collections for prior years. The exemptions identified in Rule 4.L.D. above do not apply to this component of the SBC.



## GENERAL INFORMATION

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

#### L. SURCHARGES (Cont'd)

##### Revenue Decoupling Mechanism Adjustment (“RDM”):

1. Applicable to:
  - a. All customers taking service under residential Service Classification Nos. 1 and 4, and general service under Service Classification Nos. 2, 3, 7, 8-Secondary, 8-Substation, 8-Sub Trans Industrial, 8-Sub Trans Commercial, 8-Primary, 9, 14, and 15; whether receiving electricity supply from the Company or an ESCO, such customers shall be subject to a RDM Adjustment as described below.
    - i. For reconciliation purposes, the Company shall combine all residential service classes and shall maintain individual general service classes; as noted above in 1.a. All customers taking service under Service Classification Nos. 14 and 15 shall be subject to the RDM Adjustment based on their OASC.
  - b. The following customers shall be excluded from the RDM Adjustment: Service Classification Nos. 5, 6, 8-Transmission, 10, and 11.
2. Definitions:
  - a. “Delivery Service Revenue Target” for residential service classifications, shall be based on combined residential service classification base delivery revenues for each month; and for general service classifications, it shall be based on individual service classification base delivery revenues for each month. Delivery Service Revenue Targets for each of the Rate Years are set forth in the Joint Proposal dated June 14, 2023 in Case Nos. 22-E-0317, 22-G-0318, 22-E-0319, and 22-G-0320 and approved by the Commission on October 12, 2023. The Delivery Service Revenue Target for Rate Year 3 shall repeat annually until changed by the Commission.
  - b. “Actual Billed Delivery Service Revenue”: For the purpose of RDM, shall be measured as the sum of the billed base delivery revenues from all customers for each service classification. Base delivery revenues include revenues related to the Customer Charge, Demand Charge (per kW), Reactive Charge (per rkVAh), and the Energy Charge for delivery (per kWh), Make-Whole Charge, Contract Demand Charge (per kW), As Used Demand (per kW), and the applicable delivery component of the Customer Benefit Contribution (“CBC”) Charge. For purposes of this calculation, revenues related to the System Benefits Charge (SBC), Rate Adjustment Mechanism (RAM), Merchant Function Charge (MFC), Transition Charge, and New York Power Authority (NYPA) supplied usage are excluded. All sales to customers with economic development discounts or low income bill credits shall be calculated at standard service classification rates.
  - c. “Rate Year”: for the purposes of RDM, Rate Year 1 shall be effective through April 30, 2024. Each Rate Year thereafter shall begin on May 1 in all subsequent 12-month periods.

## GENERAL INFORMATION

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

#### **L. SURCHARGES (Cont'd)**

##### **Revenue Decoupling Mechanism Adjustment ("RDM") (Cont'd)**

##### **3. Calculation:**

- a. The RDM shall reconcile per service class actual billed delivery service revenue to allowed delivery service revenue.
- b. For the residential and general service classifications or sub classification subject to the RDM as set forth in Rule K.1.a. (RDM), each month, the Company shall compare the Actual Billed Delivery Service Revenue and the Delivery Service Revenue Target. If the monthly Actual Billed Delivery Service Revenue exceeds the Delivery Service Revenue Target, the delivery service revenue excess shall be accrued for refund to customers at the end of the Rate Year. Likewise, if the monthly Actual Billed Delivery Service Revenue is less than the Delivery Service Revenue Target, the delivery revenue shortfall shall be accrued for recovery from customers at the end of the Rate Year.
- c. At the end of the Rate Year, total delivery service revenues shall be compared to cumulative monthly target revenues for the residential service classifications and each general service classification or sub classification. Any variance from cumulative target revenues shall be either refunded or surcharged to customers over the 12-monthly periods of the immediately succeeding Rate Year. Any surcharge or credit amount shall reflect interest at the then effective other customer deposit rate and shall be either recovered or returned to residential service classifications and each general service classification (as described in K.1.a. (RDM)). The surcharge or credit for each applicable service classification or sub classification shall be determined by dividing the amount to be refunded or surcharged to customers in that service classification or sub classification by estimated kWh or kW deliveries to customers in that service classification or sub classification over a 12-month period. A per kW surcharge or credit shall be applied for those classes that do not have a kWh delivery charge. A per kWh surcharge or credit shall apply for all other service classifications.
- d. Following each RDM Adjustment period, any difference between the amounts required to be charged or credited to customers in each service classification or sub classification and amounts actually charged or credited shall be charged or credited to customers in that service classification or sub classification, with interest, over the subsequent RDM Adjustment period, or as determined by the Public Service Commission, if no RDM is in effect. Credits applied to Customer accounts pursuant to Rule P shall be excluded at the subsequent annual reconciliation.
- e. The first two months of the Rate Year shall be adjusted upward to reverse the effect of proration of changes in effective delivery rates.
- f. If a customer qualifies for and takes service under Service Classification Nos. 10 or 11, or receives an allocation of NYPA Power, or if a customer taking service under Service Classification Nos. 10 or 11 switches to another service classification subject to the RDM, or has an allocation of NYPA power that expires, such customer migration shall be treated symmetrically using the following methodology:
  - i. If a customer moves from a flexible rate contract to an RDM class, the RDM target shall increase by the level of revenue forecast for that customer in the rate year under the flexible rate contract prorated by the number of months in the new service class, making the Company whole for delivery revenues below the level forecast in the rate year. Any revenue in excess of the forecast shall be credited to the RDM class.
  - ii. If a customer moves from a RDM class to a flexible rate contract, the RDM target shall be decreased by that customer's sales in the flexible rate contract priced out at full tariff rates, making the RDM class whole for delivery revenues from the migrating customer.
  - iii. In situation (a) and (b) above, the Companies shall adjust the RDM targets for the remaining months of the current rate year, and in the subsequent rate years.

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## GENERAL INFORMATION

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

#### **L. SURCHARGES (Cont'd)**

##### **Revenue Decoupling Mechanism Adjustment (“RDM”) (Cont'd)**

- g. If at any time during Rate Year, the actual total accumulated billed delivery service revenues vary plus or minus 1.50% or more from the total accumulated Delivery Service Revenue Targets, the Company may file an interim RDM Adjustment for each service classification and sub classification.

Such interim RDM Adjustment shall be limited to no more than one per Rate Year and shall occur over four months or until the end of the Rate Year, whichever is longer.

4. A Revenue Decoupling Mechanism (RDM) Statement setting forth the rate adjustment shall be filed with the Public Service Commission on not less than 30-days’ notice to be effective July 1. Should the Company file an interim RDM Adjustment as described above, such filing shall occur on not less than 10-days’ notice. Such statement can be found at the end of this Schedule (P.S.C. No. 19 – Electricity).

## GENERAL INFORMATION

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

#### **L. SURCHARGES (Cont'd)**

##### **Earnings Adjustment Mechanism (“EAM”)**

The EAM Surcharge is designed to recover incentives associated with Electric EAMs from all customers taking service under Service Classification Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 14.

A. Cost recovery shall be determined as follows:

1. Demand Response (“DR”) EAM
  - A. For the DR EAM, the Company shall allocate EAM incentives to Service Classifications using transmission demand (12 CP), primary demand, secondary demand, and energy allocators with each carrying equal weight.
2. Beneficial Electrification (“BE”)
  - A. For the BE EAM, the Company shall allocate EAM incentives to Service Classifications using transmission demand (12 CP), primary demand, secondary demand, and energy allocators with each carrying equal weight.
3. Solar Distributed Energy Resources (“DER”) Utilization
  - A. For the Solar DER Utilization EAM, the Company shall allocate EAM incentives to Service Classifications using transmission demand (12 CP), primary demand, secondary demand, and energy allocators with each carrying equal weight.
4. Storage Distributed Energy Resource (“DER”) Utilization
  - A. For the Storage DER Utilization EAM, the Company shall allocate EAM incentives to Service Classifications using transmission demand (12 CP), primary demand, secondary demand, and energy allocators with each carrying equal weight.

#### B. Recovery of EAM Incentives

Recovery of earned Electric EAMs will be through the Transition Charge. The EAM will be collected from customers on a kW basis for demand billed customers and a per kWh basis for non-demand billed customers.

#### C. Calculation

The EAM surcharge shall be calculated by dividing the earned incentive for each service classification by the forecast sales or demand for that service classification.

The EAM surcharge collected from customers will be subject to an annual reconciliation for any over or under collections from the previous year and at the end of the contract term if less than an annual period. The EAM reconciliation over or under collections will be credited or surcharged to customers.

A Statement setting forth the EAM Surcharge shall be filed with the Public Service Commission on not less than 30-days’ notice.

**GENERAL INFORMATION**

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

**L. SURCHARGES (Cont'd)**

**Late Payment Charge and Other Waived Fees (“LPCO”) Surcharge**

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

A. Applicable to:

The LPCO Surcharge rates shall be applied to a customer’s actual billed consumption and are applicable to customers taking service under Service Classification Nos.: 1, 2, 3, 4, 6, 7, 8, 9 and 14. The LPCO Surcharge is applicable to RNY allocations.

The LPCO Surcharge shall not be applicable to a customer’s qualified load for the Excelsior Jobs Program.

B. Calculation:

The amount to be recovered from each service classification, as noted above, shall be divided by the respective service classification’s forecast sales usage associated with the corresponding period from which the surcharge will be collected from customers.

The amount to be recovered shall be allocated to applicable service classifications based on the Company’s uncollectible allocator in the Company’s most recent rate proceeding. The amounts to be recovered shall be assessed carrying charges at the Company’s weighted pre-tax cost of capital.

C. Reconciliation:

The LPCO Surcharge collected from customers shall be subject to an annual reconciliation for any over- or under-collection at the end of the annual collection period, inclusive of carrying charges at the Company’s weighted pre-tax cost of capital, to be included in the balance for refund or recovery in the next annual period or in future based delivery rates as applicable.

D. Cost Recovery:

The LPCO Surcharge shall be recovered from customers on a per kWh basis for non-demand service classes, on a per kW basis for demand service classes, and on a per As-Used demand basis for SC 14.

E. Billing and Statement

For purposes of billing, the LPCO Surcharge will be included in the Transition Charge.

A Statement of Other Charges and Adjustments (“OTH”) setting forth the LPCO Surcharge rates shall be filed with the Public Service Commission on not less than three (3) days’ prior to the effective date. Such statement can be found at the end of this Schedule (P.S.C. 19 – Electric).

**L.1 Reserved for Future Use**

PSC No: 19 - Electricity  
Rochester Gas and Electric Corporation  
Initial Effective Date: December 1, 2020  
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Leaf No. 81.3  
Revision: 11  
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## **GENERAL INFORMATION**

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

**L.1 RESERVED FOR FUTURE USE**

PSC No: 19 - Electricity  
Rochester Gas and Electric Corporation  
Initial Effective Date: January 1, 2009  
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**GENERAL INFORMATION**

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

Reserved For Future Use

PSC No: 19 - Electricity  
Rochester Gas and Electric Corporation  
Initial Effective Date: January 1, 2009  
Issued in compliance with order in Case 03-E-0765 issued and effective August 28, 2008

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## GENERAL INFORMATION

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

Reserved For Future Use



PSC No: 19 - Electricity  
Rochester Gas and Electric Corporation  
Initial Effective Date: January 1, 2010

Leaf No. 81.5.1  
Revision: 1  
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#### **4. METERING AND BILLING (Cont'd)**

Reserved for Future Use

PSC No: 19 - Electricity  
Rochester Gas and Electric Corporation  
Initial Effective Date: December 1, 2008  
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## **GENERAL INFORMATION**

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

Reserved for Future Use

PSC No: 19 - Electricity  
Rochester Gas and Electric Corporation  
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Superseding Revision: 1

**GENERAL INFORMATION**

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

**L.2** Reserved for Future Use

PSC No: 19 - Electricity  
Rochester Gas and Electric Corporation  
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**GENERAL INFORMATION**

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

Reserved for Future Use

## GENERAL INFORMATION

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

#### L.3 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. 2, 3, 7, 8 and 9.
- 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 demand or energy 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. 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 delivery rates for no more than 10 years from the initial certification from ESD or until a customer's Excelsior certification becomes invalid.

If a customer's Excelsior certification becomes invalid, the customer shall not receive Excelsior Jobs Program delivery rates until the Company is notified by ESD that the customer has been recertified.

##### **C. BILLING AND PROGRAM BENEFITS**

The Company shall calculate bills for service supplied under the Excelsior Jobs Program rates in accordance with the applicable Special Provision under Service Classification Nos. 2, 3, 7, 8 or 9.

In addition to the Excelsior Jobs Program delivery rates, qualifying load shall be exempt from the Non-Bypassable Charge and EV Make-Ready Surcharge components of the Transition Charge and the RDM adjustment. For certain adjustments approved by the Commission, a separate credit shall be calculated and placed on the customer's bill.

The customer's bills shall be calculated with the Excelsior Jobs Program rates for the qualifying load beginning with the usage billed with the first full bill after the Company receives notification that the customer has received a certificate of tax credit and end no later than 15 months after receipt of the most recent certificate of tax credit notification.

## GENERAL INFORMATION

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

#### **L.3 Excelsior Jobs Program (Cont'd)**

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

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

##### **E. SUPPLY SERVICE OPTIONS:**

Excelsior Jobs Program customers may select one of the following electricity supply pricing options: ESCO Supply Service (ESS) or RG&E Supply Service (RSS) as further described in the otherwise applicable service classification.

The Excelsior Jobs Program customer must choose the same Supply Service Option for its incentive load, non-incentive load, and all future Excelsior load at the facility.

##### **F. OTHER**

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

- a. For an existing customer, the base amount of kW or kWh shall 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 of kW or kWh shall 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 shall 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.

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

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

Reserved for Future Use

PSC No: 19 - Electricity  
Rochester Gas and Electric Corporation  
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## GENERAL INFORMATION

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

**L.4** Reserved for Future Use



PSC No: 19 - Electricity  
Rochester Gas and Electric Corporation  
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Leaf No. 85.1  
Revision: 10  
Superseding Revision: 8

## GENERAL INFORMATION

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

**L.4** Reserved for Future Use

PSC No: 19 - Electricity  
Rochester Gas and Electric Corporation  
Initial Effective Date: January 1, 2010

Leaf No. 85.1.1  
Revision: 1  
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**GENERAL INFORMATION**

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

Reserved for Future Use

PSC No: 19 - Electricity  
Rochester Gas and Electric Corporation  
Initial Effective Date: January 1, 2010

Leaf No. 85.2  
Revision: 2  
Superseding Revision: 1

**GENERAL INFORMATION**

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

Reserved for Future Use

## GENERAL INFORMATION

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

**L.4** Reserved for Future Use

### **L.5 Recharge New York (“RNY”) Power Program**

Chapter 60 (Part CC) of the Laws of 2011 created the Recharge New York (“RNY”) Power Program and under the RNY Power Program, NYPA is authorized to, among other things, allocate and sell up to 910 megawatts (“MW”) of RNY Power to customers as provided for in Public Authorities Law § 1005(13-a) and Economic Development Law § within the entire service territory.

RNY Power currently consists of:

- (i) 455 MW of certain firm hydroelectric power (i.e. capacity and energy) from the Niagara and Saint Lawrence hydroelectric projects; and
- (ii) 455 MW of power (i.e. capacity and energy) procured by NYPA through market sources , or supplied by the Company or an ESCO.

Such implementation is conditioned upon entry by the Company and NYPA into a “Recharge New York Agreement” and upon the physical availability of RNY Power. Eligibility of individual customers is also conditioned upon compliance with the Eligibility Criteria described below

#### **ELIGIBILITY**

Effective July 1, 2012:

- A. A customer otherwise qualifying under Service Classification Nos. 3, 7, 8 or 14 that has met the requirements of the Economic Development Power Allocation Board (“EDPAB”), together with all additional approvals pertaining to such recommendation, that pursuant to Chapter 60 (Part CC) of the Laws of the New York Laws of 2011, qualifies the customer to receive an allocation of RNY from NYPA, and remain in compliance with any applicable requirements therein; and

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

**L.5 Recharge New York ("RNY") Power Program (Cont'd)**

B. A customer receiving an RNY allocation that has received or receives an economic delivery rate pursuant to the Excelsior Jobs Program (EJ) shall choose between the economic development incentive and RNY delivery discount for which they qualify. Only one delivery discount shall be applied to a specific portion of the customer's load. The customer shall make a one-time election and provide its election to the Company in writing. If the customer fails to provide the Company with its written one-time election, the customer shall default to the EJ delivery rates. Choosing EJ delivery rate shall not alter the supply load factor sharing described below.

1. If a customer that is participating in the EJ and has a baseload elects to receive the EJ delivery rate, the customer shall receive the RNY delivery discount on the baseload up to their designated RNY allocation.
2. If a customer that is participating in the EJ and does not have a baseload elects to receive the EJ delivery rate, the customer shall receive the EJ delivery rate on their entire load and shall not receive the RNY delivery discount.
3. A customer that is participating in the EJ and elects to receive the RNY Program delivery discounts shall receive the RNY Program delivery discounts on their entire RNY allocation and shall receive the EJ delivery rate on any qualified load above the RNY allocation.

A customer that elects to receive the EJ delivery rate shall automatically revert to receiving the RNY Program delivery discount if the EJ delivery rate is, or becomes, the same as standard service classification rates. If the EJ delivery rate becomes lower than the standard service classification rates, the customer's election of the EJ delivery rate shall be reinstated.

If a customer participating in the EJ Program does not receive its annual certification from ESD in any year they are participating in the EJ Program, the customer shall automatically revert to receiving the RNY Program delivery discount until such customer receives its certification from ESD for the EJ Program.

C. If a customer receiving service under this Special Provision has a demonstrated financial need, such customer shall be eligible to combine the RNY delivery discount with any other economic development incentive or flexible tariff rate, term or condition under Service Classification Nos. 10 and 11 for the same portion of the customer's load. Simply qualifying for a RNY Program allocation and another economic development program is not sufficient showing of financial need for the purpose of combining delivery rate discounts on the same portion of a customer's load. A customer that qualified for a RNY Program allocation and received another economic development incentive prior to March 18, 2013, shall be grandfathered under this Rule.

NYPA shall give the Company not less than 30 days written notice prior to the requested effective date of any of the following events: (a) initial communication of a RNY allocation; (b) a change in the amount of a RNY allocation previously reported to the Company; and (c) a termination of a RNY allocation. The change to the RNY Power Allocation billing shall become effective with the next full billing period that is practicable after the notification of the change. A change to a delivery point shall be handled as a termination of a RNY allocation to the current delivery point and an enrollment of a RNY Allocation to the new delivery point.

Service under this provision is available to customers approved by EDPAB, subject to the partial or complete withdrawal of such allocation by NYPA or the EDPAB, in the event the customer fails to maintain mutually agreed upon terms of their contracts. Service under this provision shall be available to qualified customers for the duration that such an allocation, specifically designated for the purpose of the RNY Power Program, is made available through NYPA.

**Billing:**

The customer's "RNY Contract Demand" shall be the level of demand specified in the customer's RNY allocation approved by NYPA. The RNY allocation is comprised of 50% firm hydroelectric power (i.e. capacity and energy) from the Niagara and Saint Lawrence hydroelectric projects, and 50% market power (i.e. capacity and energy). The market power can be supplied by NYPA or the customer's supplier for electricity in accordance with the Supply Service Options set forth in General Information Section 12.

The customer's RNY allocation shall be subject to the Delivery Charges listed within the customer's Service Classification, the Transition Charge

The customer's RNY allocation shall be exempt from paying the System Benefit Charge. The customer's RNY allocation shall be exempt from the Revenue Decoupling Mechanism ("RDM") Adjustment (as described in General Information Section 4.K.).

The non-NYPA supplied load shall be billed at the ESCO Supply Service rate or the RG&E Supply Service rate of the customer's Service Classification. A customer eligible to take supply service from NYPA pursuant to Rule 34 of this schedule may elect such service in lieu of supply from an ESCO or the Company.

## GENERAL INFORMATION

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

#### **L.5 Recharge New York ("RNY") Power Program (Cont'd)**

##### **Demand Exceeding the RNY Contract Demand:**

To the extent that a customer's maximum billing demand (maximum metered demand for S.C. No. 14), for the current month exceeds its RNY Contract Demand, the customer's billing determinants shall be allocated between NYPA and the Company or the ESCO as described below in the section denominated "Load Factor Sharing."

##### **Load Factor Sharing:**

For customers receiving a portion, but not all, of their electric requirements pursuant to a RNY allocation, the Company shall apply a billing algorithm, the Billing Determinant Ratio ("BDR"), to identify, for the purposes of billing delivery charges, the load eligible for the RNY program pursuant to Chapter 60 (Part CC) of the Laws of 2011 and the load considered non-RNY load.

##### **Determination of Billing Demand and Energy:**

For the purposes of this procedure, Billing Demand and Energy shall be determined in accordance with the customer's Service Classification, for SC No. 14 Standby customers maximum metered demand will be used. The RNY Contract Demand will not be prorated for billing periods less than 25 days or longer than 35 days.

##### **Demand:**

- A. Calculate the BDR which is used to allocate the present month's Billing Demand (maximum metered demand for SC No. 14) and Energy between RNY and Non-RNY. The BDR's numerator is the RNY Contract Demand and the BDR's denominator is the greater of:
  1. the maximum Billing Demand for the current month, the maximum metered demand for SC No. 14,
  2. the value (size in kW) of the RNY Contract Demand.The calculated value will then be greater than zero and less than or equal to 1.0.
- B. Calculate the RNY Billing Demand. The RNY Billing Demand is the mathematical product of the BDR and the current month's Billing Demand, the maximum metered demand for SC No. 14.
- C. Calculate the non-RNY Billing Demand. The non-RNY Billing Demand is the difference between the Billing Demand (maximum metered demand for SC No. 14) for the billing period and the RNY Billing Demand from step B, above.

##### **Energy:**

- A. Calculate RNY Energy. RNY Energy is the mathematical product of the BDR and total energy consumption, consumption by peak and off-peak, or consumption by hour as applicable.
- B. Calculate non-RNY Energy. Non-RNY Energy is the difference between total energy consumption, consumption by peak and off-peak, or consumption by hour as applicable and RNY Energy from step A, above.

##### **Capacity:**

When the Company develops installed capacity ("ICAP") requirements for RNY Power Program participants, the Company shall derive them on an individual basis at the time of the monthly NYCA peak date and time. When hourly data is not available, the appropriate service class profile will be used to determine the customer's capacity responsibility. A new capacity responsibility amount will be established for each customer each April, to be effective on or after May 1. The ICAP requirement for the RNY Power portion of the total ICAP requirement for each program participant shall be split based on the demand at the NYCA peak.

## GENERAL INFORMATION

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

#### L.6. Residential Agricultural Discount ("RAD")

##### A. Applicability:

1. The RAD is applicable to an agricultural customer who takes electric service pursuant to a residential service classification, S.C. Nos. 1 or 4 of this Schedule. The RAD will begin on September 1 and continue through August 31 of the following year ("Program Year"). Customers shall provide the documentation as described in Section 4.L.6.A.2 by July 1 of each year.
2. A customer must complete an application and provide the Company with a copy of their appropriate Internal Revenue Form filed with their most recent filed Federal Tax Return, which indicates that they are agricultural producers.

For customers that file a Form 1040, U.S. Individual Income Tax Return a copy of Internal Revenue Form - Schedule F-Profit or Loss for Farming is required to be submitted with a completed application.

For customers that file a Form 1120, 1120S, or 1065, U.S. Income Tax Return a copy of the form is required to be submitted with a completed application. The Business Activity indicated on the form must be one of the Business Activity codes listed below:

#### Agriculture, Forestry, Fishing and Hunting

##### Crop Production

- 111100 - Oilseed & Grain Farming
- 111210 - Vegetable & Melon Farming (including potatoes & yams)
- 111300 - Fruit & Tree Nut Farming
- 111400 - Greenhouse, Nursery, & Floriculture Production
- 111900 - Other Crop Farming (including tobacco, cotton, sugarcane, hay, peanut, sugar beet & all other crop farming)

##### Animal Production

- 112111 - Beef Cattle Ranching & Farming
- 112112 - Cattle Feedlots
- 112120 - Dairy Cattle & Milk Production
- 112210 - Hog & Pig Farming
- 112300 - Poultry & Egg Production
- 112400 - Sheep & Goat Farming
- 112510 - Aquaculture (including shellfish & finfish farms & hatcheries)
- 112900 - Other Animal Production

##### Forestry and Logging

- 113110 - Timber Tract Operations
- 113210 - Forest Nurseries & Gathering of Forest Products
- 113310 - Logging

##### Fishing, Hunting and Trapping

- 114110 - Fishing
- 114210 - Hunting & Trapping

## GENERAL INFORMATION

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

#### L.6. Residential Agricultural Discount ("RAD") (Cont'd):

##### A. Applicability (Cont'd):

- a. The RAD will be applied to qualified customers bills no later than three billing cycles from when the Company receives the completed application and copy of the appropriate federal tax form.
- b. A customer must reapply by July 1 of each year by providing their current federal tax forms as filed with their Federal Tax Return for the current tax year. The customer will be qualified to receive credits for the Program Year.
- c. If the above documentation is not received by July 1, the customer will forego their RAD credit until the proper documentation is provided to the Company. The customer will be qualified to receive credits for the remaining period of the Program Year.

##### B. Calculation of the RAD:

1. The RAD shall be calculated monthly based on the monthly forecast sales of each customer who has qualified for and is scheduled to receive a credit.
2. The RAD shall be subject to a monthly reconciliation for any over/under credits. Any over/under credits as a result of the reconciliation will be added to or subtracted from the Transition Charge as set forth in Rule 12.B.1.
3. The monthly RAD credit provided to customers shall be the RAD multiplied by the customer's billed kilowatthours and shall not exceed the net total monthly electric delivery bill for each customer.
  - a. If the customer is participating in net metering as established in PSL Section 66-j or PSL Section 66-1, and set forth in this Schedule, the RAD credit shall be applied to any electricity supplied by the Company that exceeds the generation supplied by the customer.
    - i. If a residential farm customer is eligible for Remote Net Metering, and the Host Account generates more energy than the Company supplies, the RAD credit will be included in the calculation to value the excess generation.

##### C. Filings

A Residential Agricultural Discount (RAD) Statement setting forth the rate will be filed with the Public Service Commission on not less than three (3) days' notice. Such statement can be found at the end of this Schedule (PSC 19 – Electricity).



## GENERAL INFORMATION

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

#### **M. Pole Attachment Annual Rental Rate**

1. The Company shall provide rental space on its wholly-owned or jointly owned poles to cable television (CATV) and competitive local exchange carrier (CLEC) companies operating in the Company's service area for the purpose of installing equipment such as cables, wires, amplifiers, and wireless equipment. A contract shall be made between the Company and each CATV or CLEC Company outlining the general rules and providing the applicable Pole Attachment Rental Rates for attaching CATV or CLEC equipment.
2. Pole Attachment Rental Rate (per year)
  - a. The Rental Rate per Pole Attachment is set forth in the POLE Statement.
  - b. Charges shall be billed in accordance with contract provisions.
  - c. The Company may file, periodically, a new pole attachment charge, to become effective on 90 days' notice and subject to approval by the PSC.
3. The pole attachment rental rate stated in section (2) above is applicable only to attachments located in the usable space area of a pole. The usable space of a pole is the space that is normally used by telecommunication carriers and CATV service providers for the attachment of span wire equipment and/or wireless equipment. The attachment of equipment in other than the usable space area of the pole is subject to the consent of the Company, and the terms and charges for the attachment of equipment in other than the usable space area of the pole will be established by agreement of the Company and the entity seeking to attach its equipment.
4. **INCREASE IN RATES AND CHARGES**  
The rental rates and charges under this rider, including any adjustments, are increased by the applicable effective aggregate percentage shown in Rule 4.J for service supplied within the municipality where the customer is taking service.

#### **N. 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 will be applied to the customer's next bill. The credit will 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.

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

**O. 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% 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 J.

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)

**O. 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.

**P. 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.

## GENERAL INFORMATION

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

#### Q. Consumer Policies Related to Prolonged Outages

##### i. Prolonged Outages

The following policies regarding Prolonged Outages were established by Order of the Commission November 18, 2013, in Case 13-M-0061. A "Prolonged Outage" is defined hereunder as an outage resulting from an emergency in which electricity Customers are out of service for a continuous period exceeding three days and in which the 16 NYCRR Part 105 regulations governing utility outage preparation and system restoration performance reviews apply.

If a Widespread Prolonged Outage occurs, as defined in this section under Q.ii, the provisions hereunder regarding Prolonged Outages are no longer applicable to a customer that is eligible for any type of compensation under the Widespread Prolonged Outage provisions.

1. Credits to be applied to Customer Accounts under this Schedule in Service Classification Nos. 1, 2, 3, 4, 7, 8, 9, 10, 11 and 14.
  - a. When there is a Prolonged Outage, the Company shall automatically apply a credit to the account of any Customer that the Company knows or reasonably believes was out of service for a period exceeding three days, and upon request, to the account of any Customer that contacts the Company and credibly claims to have experienced an outage of such duration.
  - b. The credit shall be equal to the Customer Charge for the Customer's Service Classification multiplied by the ratio of the number of days of the service outage (based on the average duration of the service outage in the geographic area(s), as appropriate) to 30 days. For Service Classification Nos. 10 and 11, the credit shall be based on the customer's otherwise applicable service classification.
  - c. The above credit shall be applied to the Customer's account no later than 75 days after service is restored.
  - d. Any such credit shall be excluded from the Companies Delivery Service Revenue Target as provided for in Rule K.
2. Collection-related Activities
  - a. All collection-related activities including terminations of service for non-payment and assessment of late payment charges, with the exception of issuance of service termination notices and assessment of security deposits, shall be suspended for Customers whom the Company knows or reasonably believes experienced a Prolonged Outage. The suspension shall last for a minimum of seven calendar days from the beginning of a Prolonged Outage.
  - b. If there is a Prolonged Outage in which additional protections are required, as determined by Order of the Commission, the suspension shall apply for a minimum of 14 days, for residential Customers located in the designated area. The 14-day suspension shall also apply to any residential or non-residential Customer who notifies the Company and provides evidence that their financial circumstances have changed as a result of the outage.

## GENERAL INFORMATION

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

#### Q. Consumer Policies Related to Prolonged Outages (Cont'd)

##### ii. Widespread Prolonged Outages

##### 1. Definitions:

- a. "Widespread Prolonged Outage": An event impacting at least 20,000 customers at the same time and having one or more customers who remain without power for 72 hours or more due to utility-owned equipment unable to provide power.
  - 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 defined as taking service under P.S.C. No. 19 - Service Classification Nos. 1, or 4, and customers taking service under Standby whose otherwise applicable service classification would be P.S.C. No. 19 - Service Classification Nos. 1, or 4, for each full Subsequent 24-Hour Period following the initial 72 hours that a customer is without electric service.
    - a. A residential customer that remains without electric service for more than 72 hours solely due to an issue with customer-owned equipment is not eligible for the above-mentioned \$25 bill credit.
  3. A residential customer served under P.S.C. No. 19 - Service Classification Nos. 1, or 4, and customers taking service under Standby whose otherwise applicable service classification would be P.S.C. No. 19 - Service Classification Nos. 1, or 4, that experiences a Widespread Prolonged Outage may be eligible for reimbursement for spoiled food and or spoiled 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.

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Rochester Gas and Electric Corporation  
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**GENERAL INFORMATION**  
**4. METERING AND BILLING (Cont'd)**

**Q. Consumer Policies Related to Prolonged Outages (Cont'd)**

ii. Widespread Prolonged Outages (Cont'd)

4. A customer served under P.S.C. No. 19 - Service Classification No. 2, and customers taking service under Standby whose otherwise applicable service classification would be P.S.C. No. 19 - Service Classification No. 2, or any demand billed customer whose measured demand was less than or equal to 40 kW during the previous 12-month period, that experiences a Widespread Prolonged Outage may be 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.

**R. Distribution Load Relief Program**

1. Applicability

All customers taking service under Service Classification Nos. 1, 2, 3, 4, 5, 7, 8, 9, 10, 11 and 14, whether receiving electricity supply from the Company or an ESCO, including any NYPA Customer; and to any Aggregator that meets the requirements of this Program.

## GENERAL INFORMATION

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

#### R. Distribution Load Relief Program (Cont'd)

##### 2. Contracting for Distribution Load Relief Program Service

There are two options under this Program under which a Direct Participant or Aggregator may contract to provide Load Relief during Load Relief Periods designated by the Company: the Voluntary Participation Option and the Reservation Payment Option. This program is applicable to Direct Participants and Aggregators who agree in writing to provide, either on a Voluntary Participation or Reservation Payment Option, Load Relief in a Company Designated Area, when the Company designates a Contingency or Immediate Event during a Capability Period.

A Direct Participant must contract to provide at least 50 kW of Load Relief. An Aggregator must contract to provide at least 50 kW of Load Relief.

If other requirements for service under this Program are met, Electric Generating Equipment may be used to participate under this Program subject to the provisions set forth in Section 4 below. The participating Direct Participant or Aggregator is responsible for determining that the operation of the generating equipment under this Program shall be in conformance with any governmental limitations on operation.

##### 3. Definitions

The following terms are defined for purposes of this Program only:

**Aggregator:** A party other than the Company that represents and aggregates the load of Customers who collectively have a Load Relief potential of 50 kW or greater in a Company Designated Area and is responsible for the actions of the Customers it represents, including performance and, as applicable, repayments to the Company.

**Capability Period:** The period during which the Company can request Load Relief. The Capability Period shall be from May 1 through September 30.

**CBL:** Customer baseline load as calculated under the Company's Customer Baseline Load methodology, using either the weather-sensitive adjustment option (the "weather adjusted CBL") or the average-day CBL. The Customer Baseline Load methodology shall be described in the Company's baseline operating procedure, which shall be published on the Company's website.

**CBL Verification Methodology:** The methodology used by the Company to verify the actual Load Relief provided (kW and kWh) during each hour of each designated Load Relief Period and Test. Actual load levels are compared to the customer baseline loads to verify whether the Direct Participant or Aggregator provided the kW of contracted Load Relief; provided, however, that the Company may estimate the data pursuant to the Company's operating procedure if data is not available for all intervals. When the weather-adjusted CBL methodology is used and the calculated weather adjustment falls outside of the Company defined ranges (i.e., the Company deems the weather to be atypical on the day of a Load Relief Period or Test when compared to the baseline period), the Company may review and revise a participant's baseline based on the Customer's historical load data. When the weather-adjusted CBL methodology is used, the Company, at its own discretion, may select alternate hours for the adjustment period to calculate the weather adjustment in order to accurately reflect the customer's typical usage.

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

**R. Distribution Load Relief Program (Cont'd)**

3. Definitions (Cont'd)

**Company Designated Area:** An electrically defined area determined by the Company to be approaching system capacity limits during peak periods. A current list of the Company Designated Areas shall be listed on the Company's website.

**Contingency Event:** A Load Relief Period lasting four or more hours for which the Company provides two or more hours' advance notice.

**Direct Participant:** A Customer who enrolls under this Program directly with the Company for a single account and agrees to provide at least 50 kW of Load Relief.

**Electric Generating Equipment:** (a) electric generating equipment that is served under Service Classification No. 5, Service Classification No. 14, or Wholesale Distribution Service and used to provide Load Relief under this Program; or (b) emergency electric generating equipment that is interconnected and operated in compliance with rules governing Emergency Generating Facilities used for self-supply and used to provide Load Relief under this Program.

**Immediate Event:** A Load Relief Period lasting six or more hours for which the Company provides less than two hours' advance notice.

**Load Relief:** Power (kW) and energy (kWh): (a) ordinarily delivered by the Company that is displaced by use of Electric Generating Equipment and/or reduced by the Direct Participant or Aggregator at the Customer's premises; or (b) produced by use of Electric Generating Equipment by a customer taking service pursuant to Service Classification No. 5 or Wholesale Distribution Service and delivered by that Customer to the Company's distribution or transmission system during a Load Relief Period.

**Load Relief Period:** The hours for which the Company requests Load Relief during a Contingency Event or an Immediate Event. Load Relief shall not be required of a Direct Participant or Aggregator after 12:00 AM or before 6:00 AM.

**Performance Factor:** When a Planned Event or Test is called, is the quotient of: (i) the average hourly kW of Load Relief provided by the Direct Participant or Aggregator during the requested hours, up to the kW of contracted Load Relief to (ii) the kW of contracted Load Relief.

**Renewable Generation:** Behind-the-meter electric generating equipment that is not fossil-fueled and has no emissions associated with it.

**Test:** The Company's request under the Reservation Payment Option that Direct Participants and Aggregators provide one hour of Load Relief on not less than two hours advance notice. There shall be a Test confirmation or cancellation notification no less than 2 hours before the start of the Test.



## GENERAL INFORMATION

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

#### R. Distribution Load Relief Program (Cont'd)

##### 4. Applications and Term of Service

- a. Applications for service and the batch enrollment form under this program must be made electronically. Direct Participants and Aggregators may participate after the Company's receipt and approval of a completed application and enrollment form. For the Reservation Payment Option, the Company shall accept an application by April 1 for a May 1 commencement date, or by May 1 for a June 1 commencement date. However, if the application is received by April 1 and the Company does not bill the participant monthly using interval metering at the time of application, participation may commence on the first day of a month as late as July 1 provided all conditions in Section 6 are satisfied. For the Voluntary Participation Option, the Company shall accept applications at any time provided all conditions in Section 6 are satisfied.
- b. The desired commencement month must be specified in the application.

Applications shall not be accepted after the specified date for participation during the current Capability Period. If the first of the month falls on a weekend or holiday, applications shall be accepted until the first business day thereafter.

- c. A Direct Participant or Aggregator may apply in writing to change the CBL Verification Methodology, to change the kW of pledged Load Relief, or to terminate service under this program for the upcoming Capability Period provided the request is received prior to commencing participation for that Capability Period. In order for a Direct Participant or Aggregator to increase its kW of contracted Load Relief, the Direct Participant's or Aggregator's most recent Performance Factor must be no less than 1.00.
- d. An Aggregator may increase its kW of pledged Load Relief during a Capability Period only if it enrolls customers whose Aggregator either exited the program or is suspended from enrollment in the program for noncompliance with Aggregator eligibility requirements or the Company's operating procedures. In such case, the Aggregator may increase its kW of pledged Load Relief up to the amount of the transferred Customers' existing kW of pledged Load Relief.
- e. Each application must state the kW of Load Relief that the Direct Participant or Aggregator contracts to provide for the Load Relief Period. The weather-adjusted CBL shall be used as the CBL Verification Methodology for each account number enrolled, unless the application specifies that the average-day CBL is to be used for verification of performance. A single CBL Verification Methodology shall be used for each customer to assess both energy (kWh) and demand (kW) Load Relief.

## GENERAL INFORMATION

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

#### R. Distribution Load Relief Program (Cont'd)

##### 4. Applications and Term of Service (Cont'd)

- f. If a Direct Participant or Aggregator requests to operate Electric Generating Equipment for Load Relief purposes under this Program, the application must state generator information, including the unit's serial number, nameplate rating, manufacturer, date of manufacture, fuel type or energy source, the kW enrolled using this equipment, and if the Company has approved the interconnection of such equipment.

Furthermore, participants enrolled in a NYISO market-based program offered by the Company, NYPA or other entity, such as the Day-ahead Demand Response Program or the Demand-Side Ancillary Service Program, must provide the Company with their NYISO generator identification number, under a confidentiality agreement, and give the Company the ability to view their market participation activity. This information shall be used to verify the times of participation in these other programs to prevent double-payment during concurrent events.

- g. Participation under this Program is permitted to participants in other programs that provide payment for capacity, such as the NYISO's Special Case Resources Program and the Company's Commercial System Relief Program.
- h. Direct Participants and Aggregators must meet the metering requirements specified in Section 6.
- i. Customers who take service pursuant to a Net Metering option are eligible to participate in this program, however, such customers are ineligible to receive Performance Payments under this Rule.

## GENERAL INFORMATION

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

#### R. Distribution Load Relief Program (Cont'd)

##### 5. Load Relief Period Criteria, Notification by the Company and Required Response

- a. The Company declares a need for emergency or non-emergency relief, as described by 40 CFR 63.6640 subparts 2 and 4, or if a voltage reduction of five percent or greater has been ordered, the Company may designate such period as a Load Relief Period. The Company may designate specific feeders or geographical areas in which Load Relief shall be requested.
- b. The Company shall notify Direct Participants and Aggregators by phone, email or machine-readable electronic signal, or a combination thereof, in advance of the commencement of a Load Relief Period or Test. The Direct Participant or Aggregator shall designate in writing an authorized representative and an alternate representative, and include an electronic address if applicable, to receive the notice. If an Aggregator is served under this Program, only the Aggregator shall be notified of the Load Relief Period or Test. The Aggregator is responsible for notifying all of the customers within its respective aggregation group in the affected area(s).
- c. If the Company designates a Contingency Event or a Test, the Company shall provide two hours or more advance notice.
- d. If the Company designates an Immediate Event, notice shall be given as soon as practicable. Participants are requested to provide Load Relief as soon as they are able.
- e. Participants in the Reservation Payment Option are required to participate during:
  - i. The Load Relief Period for all Contingency Events called by the Company during the Capability Period, and
  - ii. Tests called by the Company. The Test period shall not exceed one hour. Tests shall occur within the timeframe of Load Relief Periods. Participants in the Voluntary Participation Option shall not be tested.

## GENERAL INFORMATION

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

#### R. Distribution Load Relief Program (Cont'd)

##### 6. Metering

- a. Participation under this program requires that each participant's entire service be measured by interval metering with telecommunications capability used by the Company for monthly billing. If an Aggregator takes service under this program, all customers of the Aggregator must meet the metering and telecommunications requirements specified herein.
- b. If, at the time of application for service under this program, the Company does not bill the participant monthly using interval metering, the Customer shall arrange for the furnishing and installation of interval metering with telecommunications capability to be used for billing and arrange for telecommunications service, at the participant's expense.
- c. If the Company does not bill the participant monthly using interval metering at the time of application, participation in the Reservation Payment Option shall not commence unless both interval metering and meter communications are operational. If the Company receives a completed application by April 1, service can commence May 1 if interval metering is installed by April 1. If the Company receives a completed application by May 1, service can commence June 1 if interval metering is installed by May 1. In situations where interval metering has been installed, but the participant has been unable to obtain communications service to the meter, the customer may participate provisionally until communications are established and functioning. Incentive payments will be withheld until communications service is established and the necessary data is downloaded and verified. In the unusual instance that, prior to establishing communications service, data from the interval meter is unavailable during a time which impacts calculation of Customer Baseline Load or Load Relief during a Contingency Event, Immediate Event, or Test, the participant's performance during such event shall be set to zero. The customer will not receive any credit for performance during the Capability Period if they fail to establish communication prior to the end of the Capability Period. Once communications service is obtained, meter data will be utilized for future calculations in accordance to the established guidelines.
- d. The Company shall install interval metering within 21 business days of the later of the Company's receipt of an applicant's payment for an upgrade to interval metering and: (i) evidence that a request has been made to the telephone carrier (e.g., receipt of a job number) to secure a dedicated phone line for a meter with landline telecommunications capability or (ii) the active Internet Protocol ("IP") address that the wireless carrier has assigned to the modem's ESN for a meter with wireless capability. If the Company misses the installation time frame for the Reservation Payment Option, it shall make the otherwise earned Reservation Payment to the Direct Participant or Aggregator, unless the meter delay was caused by a reason outside the Company's control, such as the telephone company's failure to install a landline or, if, at the Company's request, the Commission grants the Company an exception due to a condition such as a major outage or storm. The otherwise earned Reservation Payment shall be calculated by determining the number of months between the earliest month in which the customer could have begun participation had the meter been installed within the required timeframe (assuming the Company's acceptance of a completed application and receipt of payment for the meter upgrade) and the first month following the completed installation, and multiplying that number by the pledged kW and associated per-kW Reservation Payment Rate.
- e. The Company shall visit the premises at the request of the Customer to investigate a disruption of normal communications between the phone line or wireless communication and the meter, or operation of external pulses from the meter to the Customer's energy management equipment. The Company shall charge for its visit based upon the cost to the Company.

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Rochester Gas and Electric Corporation  
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**GENERAL INFORMATION**

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

**R. Distribution Load Relief Program (Cont'd)**

Reserved for Future Use

## GENERAL INFORMATION

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

#### R. Distribution Load Relief Program (Cont'd)

##### 7. Data Review

The Company reserves the right to review records and/or operations of any Direct Participant, Aggregator, customer of an Aggregator, or Meter Data Service Provider ("MDSP") to verify enrollment information and performance associated with any designated Load Relief Period or Test called by the Company. Once the Company initiates a data review, all payments shall be suspended pending the outcome of the review. The Company shall complete its review within 30 days of receipt of all requested data, but no later than December 31 of the calendar year of the Capability Period under review. Any suspended payments shall be reinstated if the Company's review of the data results in a finding that the enrollment and performance information are correct.

If the Company determines that a Direct Participant, Aggregator, customer of an Aggregator, or MDSP failed to cooperate fully and promptly with the review and/or did not fully comply with the provisions of this program and/or provided inaccurate data, the Direct Participant, Aggregator or the customer of the Aggregator shall be deemed ineligible to participate in the program until the issue is rectified. In addition, the Direct Participant or Aggregator shall be required to make prompt repayment to the Company of any overpayments that were made to such Direct Participant or Aggregator, on behalf of its customer, for the Capability Period that was reviewed as well as the current Capability Period, if different.

##### 8. Aggregation

- a. All customers of an Aggregator must meet the metering and telecommunications requirements of this program.
- b. An Aggregator is responsible for the compliance of all customers it enrolls and shall be liable for performance, including, as applicable, repayments to the Company.

##### 9. Voluntary Participation Option

- a. Performance Payments for Load Relief  
Except as specified in Section 9.c, the Company shall make Performance Payments to a Direct Participant or Aggregator participating in the Voluntary Participation Option for Load Relief provided during a designated Load Relief Period.

The Performance Payment rate is \$0.00 per kWh.

The Performance Payment amount paid per event is equal to the applicable Payment Rate multiplied by the average hourly kWh of Load Relief provided during the event multiplied by the number of event hours.

- b. Application of Payments

The Company shall make payment to a Direct Participant or Aggregator, after the end of the program year, for the sum of the payments due for all Load Relief Periods in the Capability Period. Payments shall be made by bill credit, check, or wire transfer.

## GENERAL INFORMATION

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

#### R. Distribution Load Relief Program (Cont'd)

##### 9. Voluntary Participation Option (Cont'd)

- c. Payment for Direct Participants and Aggregators Participating in Other Programs  
Performance Payment shall not be made under this program if the Direct Participants or Aggregator (on behalf of its customer) receives payment for energy under any other demand response program (e.g., NYISO's Day-ahead Demand Reduction Program, NYISO's Special Case Resources Program or the Company's Commercial System Relief Program) during concurrent Load Relief hours. If a Direct Customer or Aggregator (on behalf of its customer) is enrolled in the Company's Commercial System Relief Program for concurrent Load Relief hours, Performance Payment shall be made through the Commercial System Relief Program.

##### 10. Reservation Payment Option

###### a. Applicability

A Direct Participant or Aggregator shall receive a Reservation Payment if such Direct Participant or Aggregator agrees in writing to provide Load Relief for no less than four consecutive hours during each designated Load Relief Period during the effective Capability Period.

###### b. Reservation Payments

Reservation Payments per month are equal to the applicable Reservation Payment rate per kW per month multiplied by the kW of contracted Load Relief multiplied by the Performance Factor for the month. Reservation Payments shall be made under this Program independent of whether payments are made for capacity under any other program.

The Reservation Payment rate is \$0.00 per kW per month during months in which there have been four or fewer cumulative Contingency Events and Immediate Events since the beginning of the effective Capability Period. The Reservation Payment rate is \$0.00 per kW per month during months in which there have been five or greater cumulative Contingency Events and Immediate Events since the beginning of the effective Capability Period.

Reservation Payments shall be paid when the minimum performance factor per month is equal to or greater than 0.25 as provided in section e. of this Rule.

###### c. Performance Payments for Load Relief

The Company shall make a Performance Payment per kWh for the first four hours of Load Relief provided during the Load Relief Period.

The Performance Payment is \$0.00 per kWh.

###### d. Bonus Payment

The Company shall make a Bonus Payment per kWh for the fifth and subsequent hours of Load Relief provided during the Load Relief Period.

The Bonus Payment is \$0.00 per kWh.

## GENERAL INFORMATION

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

#### R. Distribution Load Relief Program (Cont'd)

##### 10. Reservation Payment Option (Cont'd)

##### e. Performance Factor

- i. When a Contingency Event is called, the Performance Factor is:
  - a) The quotient of average hourly kW of Load Relief provided by the Direct Participant or Aggregator during the first four hours of the Load Relief Period and up to the kW of contracted Load Relief.
- ii. When an Immediate Event is called, the Performance Factor is:
  - a) The quotient of the average hourly kW of Load Relief provided by the Direct Participant or Aggregator during the first four hours of the Load Relief Period and up to the kW of contracted Load Relief.
- iii. When a Test is called, the Performance Factor is:
  - a) The quotient of the kW of Load Relief provided during the Test Hour by the Direct Participant or Aggregator up to the kW of contracted Load Relief.
- iv. When more than one Contingency Event, Immediate Event and/or Test is called during the month, the Performance Factor is the average of the Performance Factors for the Direct Participant or the average of the Performance Factors for the Aggregator during that month. Where service is taken under this Program by an Aggregator, the kW of contracted Load Relief is measured on a portfolio basis by CBL Verification Methodology.
  - a) The Performance Factor for the month is used to calculate Reservation Payments for that month and each month thereafter until the month in which the next Test or Load Relief Period is called by the Company during the current or subsequent year's Capability Period.
  - b) If the Direct Participant or Aggregator did not participate in the program during the prior Capability Period, and no Load Relief Periods or Tests have been designated since the Direct Participant or Aggregator enrolled in the program, payment for the current month shall be made based on an assumed Performance Factor of 0.50. A subsequent true-up shall be made once an actual Performance Factor is established either via a Test or Load Relief Event. The true-up may result in a credit or a charge to the participant until a Performance Factor is established either via a Test or Load Relief Event.
- v. The performance Factor is truncated to two decimal places and has an upper limit of 1.00 and a lower limit of 0.00. If a Performance Factor is calculated to be less than or equal to 0.25, the Performance Factor will be set to 0.00.

##### f. Application of Payments

Reservation Payments shall be calculated on a monthly basis. Payments shall be made by bill credit, check or wire transfer.



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Rochester Gas and Electric Corporation  
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## GENERAL INFORMATION

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

#### R. Distribution Load Relief Program (Cont'd)

11. Cost Recovery:
  - a. The Company shall collect the costs of this program from all customers pursuant to Rule 12.B.1, Transition Charge. The collection amount shall be allocated to each service classification based upon the Company's most recent transmission plant allocator.
  - b. The costs shall be collected from non-demand billed customers on a per kWh basis and from demand billed customers on a per kW basis.
  - c. The costs shall be tracked separately and reconciled with revenues collected for the program on an annual basis, inclusive of interest at the effective New York State Public Service Commission's published customer deposit rate applicable to investor owned utilities.
  - d. A DLM Statement setting forth the cost values included in the Transition Charge by service classification shall be updated annually and filed on not less than one days' notice. Such statement can be found at the end of this Schedule (P.S.C. No. 19 – Electricity).

## GENERAL INFORMATION

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

#### S. Commercial System Relief Program

1. Applicability  
All customers taking service under Service Classification Nos. 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, and 14, whether receiving electricity supply from the Company or an ESCO, including any NYPA Customer; and to any Aggregator that meets the requirements of this Program.

2. Contracting for Commercial System Relief Program Service  
There are two options under this Program through which a Direct Participant or Aggregator may contract to provide Load Relief during Load Relief Periods designated by the Company: the Voluntary Participation Option and the Reservation Payment Option. This Program is applicable to Direct Participants and Aggregators who agree in writing to provide Load Relief either on a Voluntary Participation or Reservation Payment Option, during all Contracted Hours whenever the Company designates Planned Events during the Capability Period. Direct Participants and Aggregators may also agree to voluntarily provide Load Relief if an Unplanned Event is called.

A Direct Participant must contract to provide at least 50 kW of Load Relief. An Aggregator must contract to provide at least 50 kW of Load Relief.

If other requirements for service under this Program are met, Electric Generating Equipment may be used to participate under this Program subject to the provisions set forth in Section 4 below. The participating Direct Participant or Aggregator is responsible for determining that the operation of the generating equipment under this Program shall be in conformance with any governmental limitations on operation.

## GENERAL INFORMATION

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

#### S. Commercial System Relief Program (Cont'd)

##### 3. Definitions

The following terms are defined for purposes of this Program only:

**Aggregator:** A party other than the Company that represents and aggregates the load of Customers who collectively have a Load Relief potential of 50 kW or greater in a Company Designated Area and is responsible for the actions of the Customers it represents, including performance and, as applicable, repayments to the Company.

**Capability Period:** The period during which the Company can request Load Relief. The Capability Period shall be from May 1 through September 30.

**CBL:** Customer baseline load as calculated under the Company's Customer Baseline Load methodology, using either the weather-sensitive adjustment option (the "weather adjusted CBL") or the average-day CBL. The Customer Baseline Load methodology shall be described in the Company's baseline operating procedure, which shall be published on the Company's website.

**CBL Verification Methodology:** The methodology used by the Company to verify the actual Load Relief provided (kW and kWh) during each hour of each designated Load Relief Period and Test.

Actual load levels are compared to the customer baseline loads to verify whether the Direct Participant or Aggregator provided the kW of contracted Load Relief; provided, however, that the Company may estimate the data pursuant to the Company's operating procedure if data is not available for all intervals. When the weather-adjusted CBL methodology is used and the calculated weather adjustment falls outside of the Company defined ranges (i.e., the Company deems the weather to be atypical on the day of a Load Relief Period or Test when compared to the baseline period), the Company may review and revise a participant's baseline based on the Customer's historical load data. When the weather-adjusted CBL methodology is used, the Company, at its own discretion, may select alternate hours for the adjustment period to calculate the weather adjustment in order to accurately reflect the customer's typical usage.

**Contracted Hours:** The four-hour period within a weekday, Monday through Friday during the Capability Period excluding federal holidays, during which the Direct Participant or Aggregator contracts to provide Load Relief whenever the Company designates a Planned Event.

**Direct Participant:** A Customer who enrolls under this Program directly with the Company for a single account and agrees to provide at least 50 kW of Load Relief.

**Electric Generating Equipment:** (a) electric generating equipment that is served under Service Classification No. 5, Service Classification No. 14, or Wholesale Distribution Service and used to provide Load Relief under this Program; or (b) emergency electric generating equipment that is interconnected and operated in compliance with rules governing Emergency Generating Facilities used for self supply and used to provide Load Relief under this Program.

## GENERAL INFORMATION

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

#### S. Commercial System Relief Program (Cont'd)

##### 3. Definitions

**Load Relief:** Power (kW) and energy (kWh): (a) ordinarily delivered by the Company that is displaced by use of Electric Generating Equipment and/or reduced by the Direct Participant or Aggregator at the Customer's premises; or (b) produced by use of Electric Generating Equipment by a customer taking service pursuant to Service Classification No. 5 or Wholesale Distribution Service and delivered by that Customer to the Company's distribution or transmission system during a Load Relief Period.

**Load Relief Period:** The hours for which the Company requests Load Relief when it designates a Planned Event or an Unplanned Event.

**Performance Factor:** When a Planned Event or Test is called, is the quotient of: (i) the average hourly kW of Load Relief provided by the Direct Participant or Aggregator during the requested hours, up to the kW of contracted Load Relief to (ii) the kW of contracted Load Relief.

**Planned Event:** The Company's request, on not less than 21 hours' advance notice, for Load Relief during the Contracted Hours. Planned Events shall be called when the Company's day-ahead forecasted load level is at least 92% of the forecasted summer system-wide peak. Day-ahead and summer peak forecast information for the system shall be posted to the Company's website. Planned Events will be scheduled on weekdays and shall begin at 2 p.m. and end at 6 p.m. There shall be a Planned Event confirmation or cancellation notification no less than 2 hours before the start of the event.

**Renewable Generation:** Behind-the-meter electric generating equipment that is not fossil-fueled and has no emissions associated with it.

**Test:** The Company's request under the Reservation Payment Option for Direct Participants and Aggregators to provide one hour of Load Relief on not less than 21 hours' advance notice. There shall be a Test confirmation or cancellation notification no less than 2 hours before the start of the Test.

**Unplanned Event:** The Company's request for Load Relief: (a) on less than 21 hours' advance notice; or (b) for hours outside of the Contracted Hours.

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

**S. Commercial System Relief Program (Cont'd)**

**4. Applications and Term of Service**

- a. Applications for service and batch enrollment forms under this Program must be made electronically. Direct Participants and Aggregators may participate after the Company's receipt and approval of a completed application and enrollment form. For the Reservation Payment Option, the Company shall accept an application by April 1 for a May 1 commencement date, or by May 1 for a June 1 commencement date. However, if the application is received by April 1 and the Company does not bill the participant monthly using interval metering at the time of application, participation may commence on the first day of a month as late as July 1 provided all conditions in Section 6 are satisfied. For the Voluntary Participation Option, the Company shall accept applications at any time provided all conditions in Section 6 are satisfied.
- b. The desired commencement month must be specified in the application.  
  
Applications shall not be accepted after the specified date for participation during the current Capability Period. If the first of the month falls on a weekend or holiday, applications shall be accepted until the first business day thereafter.
- c. A Direct Participant or Aggregator may apply in writing to change the CBL Verification Methodology, to change the kW of pledged Load Relief, or to terminate service under this Program for the upcoming Capability Period provided the request is received prior to commencing participation for that Capability Period. In order for a Direct Participant or Aggregator to increase its kW of contracted Load Relief, the Direct Participant's or Aggregator's most recent Performance Factor must be no less than 1.00.
- d. An Aggregator may increase its kW of pledged Load Relief during a Capability Period only if it enrolls customers whose Aggregator either exited the program or is suspended from enrollment in the program for noncompliance with Aggregator eligibility requirements or the Company's operating procedures. In such case, the Aggregator may increase its kW of pledged Load Relief up to the amount of the transferred Customers' existing kW of pledged Load Relief.
- e. Each application must state the kW of Load Relief that the Direct Participant or Aggregator contracts to provide for the Load Relief Period. The weather-adjusted CBL shall be used as the CBL Verification Methodology for each account number enrolled, unless the application specifies that the average-day CBL is to be used for verification of performance. A single CBL Verification Methodology shall be used for each customer to assess both energy (kWh) and demand (kW) Load Relief.
- f. Participation by diesel-fired Electric Generating Equipment shall be permitted only if the engine for the equipment is model year 2000 or newer. Participation by these diesel-fired Electric Generating Equipment shall be limited to 20% of the total kW enrolled under this Program for the Capability Period. Enrollment by such generators shall be accepted on a first come, first served basis. Within these geographic areas, no limit or cap shall be placed on the following: natural gas-fired rich burn Electric Generating Equipment that incorporates three-way catalyst emission controls; natural gas lean-burn Electric Generating Equipment with an engine of model year vintage 2000 or newer; or Electric Generating Equipment that has a NOx emissions level of no more than 2.96 lb/MWh.

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

**S. Commercial System Relief Program (Cont'd)**

**4. Applications and Term of Service (Cont'd)**

- g. If a Direct Participant or Aggregator requests to operate Electric Generating Equipment for Load Relief purposes under this Program, the application must state generator information, including the unit's serial number, nameplate rating, manufacturer, date of manufacture, fuel type or energy source, the kW enrolled using this equipment, and identification as to whether the unit incorporates three-way catalyst emission controls (natural gas-fired rich burn), a natural gas lean-burn engine of model year vintage 2000 or newer, or a diesel-fired engine of model year vintage 2000 or newer, or whether it has a NOx emission level of no more than 2.96 lb/MWh. If the generating equipment has a NOx emission level of no more than 2.96 lb/MWh, but is not natural gas-fired rich burn generating equipment that incorporates three-way catalyst emission controls, a natural gas lean-burn engine of model year vintage 2000 or newer, or a diesel-fired engine of model year vintage 2000 or newer, written certification by a professional engineer must be attached to the application attesting to the accuracy of all generation-related information contained in the application, including the NOx emission level.

Copies of all New York State Department of Environmental Conservation ("DEC") permits must be included with the application. By applying for service under this Program, Direct Participants and Aggregators (on behalf of their customers) agree to permit the Company to provide information regarding the Electric Generating Equipment to the DEC for its review, subject to the DEC's agreement to keep this information confidential. Furthermore, participants enrolled in a NYISO market-based program offered by the Company, NYPA or other entity, such as the Day-ahead Demand Response Program or the Demand-Side Ancillary Service Program, must provide the Company with their NYISO generator identification number, under a confidentiality agreement, and give the Company the ability to view their market participation activity. This information shall be used to verify the times of participation in these other programs to prevent double-payment during concurrent events.

- h. Participation under this Program is permitted to participants in other programs that provide payment for capacity, such as the NYISO's Special Case Resources Program and the Company's Distribution Load Relief Program
- i. Direct Participants and Aggregators must meet the metering requirements specified in Section 6.
- j. Customers who take service pursuant to a Net Metering option are eligible to participate in this program, however, such customers are ineligible to receive Performance Payments under this Rule.
- k. A customer that is participating in Rule 26.B. Value Stack and qualifies for DRV and/or LSRV of the Value Stack compensation is permitted to participate in this Program in lieu of receiving the DRV and/or LSRV compensation. A customer-generator compensated under Rule 26.B. Value Stack that opts into this Program shall be compensated for their injections using the same load reduction calculation methodology and at the same rate as compensation for load reductions as described in Rules 4.S.9. and 4.S.10. This voluntary election is a one-time, irrevocable selection that may be made at any point during the project's Value Stack compensation term, however, shall be made in accordance with Rule 4.S.4. If such election is made after April 1, the effective date of such election shall be the following year's Capability Period described in Rule 4.S.4.
5. Load Relief Period Criteria, Notification by the Company and Required Response
- a. The Company shall notify Direct Participants and Aggregators by phone, e-mail, or machine-readable electronic signal, or a combination thereof, in advance of the commencement of a Load Relief Period or Test. The Direct Participant or Aggregator shall designate in writing an authorized representative and an alternate representative, and include an electronic address if applicable, to receive the notice. If an Aggregator is served under this Program, only the Aggregator shall be notified of the Load Relief Period or Test. The Aggregator is responsible for notifying all of the customers within its respective aggregation group.

## GENERAL INFORMATION

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

#### S. Commercial System Relief Program (Cont'd)

5. Load Relief Period Criteria, Notification by the Company and Required Response (Cont'd)
  - b. If the Company designates a Planned Event or a Test, the Company shall provide advance notice at least 21 hours in advance of the event. The Company shall again provide advance confirmation or cancellation notice on the day of the event, no less than two hours in advance.
  - c. If the Company designates an Unplanned Event, notice shall be given as soon as practicable. Participants are requested to provide Load Relief as soon as they are able.
  - d. Participants in the Reservation Payment Option are required to participate during:
    - i. all Contracted Hours for all Planned Events called by the Company during the Capability Period, and
    - ii. Tests called by the Company. The Test period shall not exceed one hour. Tests shall occur within the timeframe of Load Relief Periods. Participants in the Voluntary Participation Option shall not be tested.
6. Metering
  - a. Participation under this Program requires that each participant's entire service be measured by interval metering with telecommunications capability used by the Company for monthly billing. If an Aggregator takes service under this Program, all customers of the Aggregator must meet the metering and telecommunications requirements specified herein.
  - b. If, at the time of application for service under this Program, the Company does not bill the participant monthly using interval metering, the Customer shall arrange for the furnishing and installation of interval metering with telecommunications capability to be used for billing and arrange for telecommunications service, at the participant's expense.
  - c. If the Company does not bill the participant monthly using interval metering at the time of application, participation in the Reservation Payment Option shall not commence unless both interval metering and meter communications are operational. If the Company receives a completed application by April 1, service can commence May 1 if interval metering is installed by April 1. If the Company receives a completed application by May 1, service can commence June 1 if interval metering is installed by May 1. In situations where interval metering has been installed, but the participant has been unable to obtain communications service to the meter, the customer may participate provisionally until communications are established and functioning. Incentive payments will be withheld until communications service is established and the necessary data is downloaded and verified. In the unusual instance that, prior to establishing communications service, data from the interval meter is unavailable during a time which impacts calculation of Customer Baseline Load or Load Relief during a Planned Event, Unplanned Event, or Test, the participant's performance during such event shall be set to zero. The customer will not receive any credit for performance during the Capability Period if they fail to establish communication prior to the end of the Capability Period. Once communications service is obtained, meter data will be utilized for future calculations in accordance to the established guidelines.
  - d. The Company shall install interval metering within 21 business days of the later of the Company's receipt of an applicant's payment for an upgrade to interval metering and: (i) evidence that a request has been made to the telephone carrier (e.g., receipt of a job number) to secure a dedicated phone line for a meter with landline telecommunications capability or (ii) the active Internet Protocol ("IP") address that the wireless carrier has assigned to the modem's ESN for a meter with wireless capability. If the Company misses the installation time frame for the Reservation Payment Option, it shall make the otherwise earned Reservation Payment to the Direct Participant or Aggregator, unless the meter delay was caused by a reason outside the Company's control, such as the telephone company's failure to install a landline or, if, at the Company's request, the Commission grants the Company an exception due to a condition such as a major outage or storm. The otherwise earned Reservation Payment shall be calculated by determining the number of months between the earliest month in which the customer could have begun participation had the meter been installed within the required timeframe (assuming the Company's acceptance of a completed application and receipt of payment for the meter upgrade) and the first month following the completed installation, and multiplying that number by the pledged kW and associated per kW Reservation Payment Rate.

## GENERAL INFORMATION

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

#### S. Commercial System Relief Program (Cont'd)

##### 6. Metering (Cont'd)

- e. The Company shall visit the premises at the request of the Customer to investigate a disruption of normal communication between the phone line or wireless communications and the meter, or operation of external pulses from the meter to the Customer's energy management equipment. The Company shall charge for its visit based upon the cost to the Company.

##### 7. Data Review

The Company reserves the right to review records and/or operations of any Direct Participant, Aggregator, customer of an Aggregator, or Meter Data Service Provider ("MDSP") to verify enrollment information and performance associated with any designated Load Relief Period or Test called by the Company. Once the Company initiates a data review, all payments shall be suspended pending the outcome of the review. The Company shall complete its review within 30 days of receipt of all requested data, but no later than December 31 of the calendar year of the Capability Period under review. Any suspended payments shall be reinstated if the Company's review of the data results in a finding that the enrollment and performance information are correct.

If the Company determines that a Direct Participant, Aggregator, customer of an Aggregator or MDSP failed to cooperate fully and promptly with the review and/or did not fully comply with the provisions of this Program and/or provided inaccurate data, the Direct Participant, Aggregator or the customer of the Aggregator shall be deemed ineligible to participate in the program until the issue is rectified. In addition, the Direct Participant or Aggregator shall be required to make prompt repayment to the Company of any overpayments that were made to such Direct Participant or Aggregator, on behalf of its customer, for the Capability Period that was reviewed as well as the current Capability Period, if different.

##### 8. Aggregation

- a. All customers of an Aggregator must meet the metering and telecommunications requirements of this Program.
- b. An Aggregator is responsible for the compliance of all customers it enrolls and shall be liable for performance, including, as applicable, repayments to the Company.

##### 9. Voluntary Participation Option

###### a. Performance Payments for Load Relief

Except as specified in Section 9.c, the Company shall make Performance Payments to a Direct Participant or Aggregator participating in the Voluntary Participation Option for Load Relief provided during a designated Load Relief Period.

The Performance Payment rate is \$0.50 per kWh.

The Performance Payment amount paid per event is equal to the applicable Payment Rate multiplied by the average hourly kWh of Load Relief provided during the event multiplied by the number of event hours.

###### b. Application of Payments

The Company shall make payment to a Direct Participant or Aggregator, after the end of the program year, for the sum of the payments due for all Load Relief Periods in the Capability Period. Payments shall be made by bill credit, check, or wire transfer.



## GENERAL INFORMATION

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

#### S. Commercial System Relief Program (Cont'd)

##### 9. Voluntary Participation Option (Cont'd)

- c. Performance payments shall not be made under this Program if the Direct Participants or Aggregator (on behalf of its customer) receives payment for energy under any other demand response program (e.g., NYISO's Day-ahead Demand Reduction Program or NYISO's Special Case Resources Program) during concurrent Load Relief hours. If a Direct Customer or Aggregator (on behalf of its customer) is enrolled in the Company's Distribution Load Relief Program for concurrent Load Relief hours, Performance Payment shall be made only through the Commercial System Relief Program.

##### 10. Reservation Payment Option

- a. **Applicability**  
Direct Participants and Aggregators shall receive Reservation Payment for each Capability Period month in which they are enrolled. The Reservation Payment rate per kW is based on the number of cumulative Planned Events for which the Direct Participant or Aggregator was asked to provide Load Relief during the Capability Period.
- b. **Reservation Payments**  
Reservation Payments per month are equal to the applicable Reservation Payment rate per kW per month multiplied by the kW of contracted Load Relief multiplied by the Performance Factor for the month. Reservation Payments shall be made under this Program based on the number of Events called during the month.  
  
The Reservation Payment rate is \$4.25 per kW per month for up to four Events per month.  
  
The Reservation Payment rate is \$4.50 per kW per month if five or more Events are called in the month.  
  
Reservation Payments shall be paid when the minimum performance factor per month is equal to or exceeds 0.25 as provided in section e. of this Rule.
- c. **Performance Payments for Load Relief**  
The Company shall make a Performance Payment per kWh for the first four hours of load Relief provided during the Load Relief Period. The Performance Payment rate is \$0.50 per kWh.

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

**S. Commercial System Relief Program (Cont'd)**

10. Reservation Payment Option (Cont'd)

d. Bonus Payment

The Company shall make a Bonus Payment per kWh for the fifth and subsequent hours of Load Relief provided during the Load Relief Period.

The Bonus Payment is \$0.60 per kWh.

e. Performance Factor

i. When a Planned Event is called, the Performance Factor is:

a) The quotient of average hourly kW of Load Relief provided by the Direct Participant or Aggregator during the first four hours of the Load Relief Period and up to the kW of contracted Load Relief.

ii. When a Test is called, the Performance Factor is:

a) The quotient of the kW of Load Relief provided during the Test Hour by the Direct Participant or Aggregator up to the kW of contracted Load Relief.

iii. When more than one Planned Event and/or Test is called during the month, the Performance Factor is the average of the Performance Factors for the Direct Participant or average of the Performance Factors for the Aggregator during that month. Where service is taken under this Program by an Aggregator, the kW of the contracted Load Relief is measured on a portfolio basis by CBL Verification Methodology.

a) The Performance Factor for the month is used to calculate Reservation Payments for that month and each month thereafter until the month in which the next Test or Load Relief Period is called by the Company during the current or subsequent year's Capability Period.

b) If the Direct Participant or Aggregator did not participate in the program during the prior Capability Period, and no Load Relief Periods or Tests have been designated since the Direct Participant or Aggregator enrolled in the program, payment for the current month will be made based on an assumed Performance Factor of 0.50. A subsequent true-up will be made once an actual Performance Factor is established either via a Test or Load Relief Event. The true-up may result in a credit or a charge to the participant.

iv. The Performance Factor is truncated to two decimal places and has an upper limit of 1.00 and a lower limit of 0.00. If the calculated Performance Factor is less than or equal to 0.25, the Performance Factor will be set to 0.00.

f. Application of Payments

Reservation Payments shall be calculated on a monthly basis. Payments shall be made by bill credit, check, or wire transfer.

11. Cost Recovery:

a. The Company shall collect the costs of this program from all customers pursuant to Rule 12.B.1, Transition Charge. The collection amount shall be allocated to each service classification based upon the Company's most recent transmission plant allocator.

b. The costs shall be collected from non-demand billed customers on a per kWh basis and from demand billed customers on a per kW basis.

c. The costs shall be tracked separately and reconciled with revenues collected for the program on an annual basis, inclusive of interest at the effective New York State Public Service Commission's published customer deposit rate applicable to investor owned utilities.

d. A DLM Statement setting forth the cost values included in the Transition Charge by service classification shall be updated annually and filed on not less than one days' notice. Such statement can be found at the end of this Schedule (P.S.C. No. 19 – Electricity).

PSC No: 19 - Electricity  
Rochester Gas and Electric Corporation  
Initial Effective Date: June 1, 2016  
Issued in Compliance with Order in Case 14-E-0423, dated March 1, 2016

Leaf No. 86.21  
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**GENERAL INFORMATION**

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

Reserved for Future Use

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

**T. Direct Load Control Program**

1. Applicability

All Customers, whether receiving electricity from the Company or an ESCO, unless the customer is required to participate in mandatory Hourly Pricing or voluntarily elects Hourly Pricing.

2. Eligibility

To participate under this Program, a Customer must have load controllable equipment and install a Control Device or when applicable, agree to the installation of a Control Device; agree to Program terms and conditions; and agree to allow the Company to control the Control Device for the purpose of this Program.

3. Designated Areas of Participation

Various Programs shall be offered to eligible customers within the Company's service territory unless otherwise noted.

4. Definitions

The following terms are defined for purposes of this Program only:

**Capability Period:** The period during which the Company can request Load Relief. The Capability Period shall be from May 1 through September 30.

**Company Designated Area:** An electrically defined area determined by the Company to be approaching system capacity limits during peak periods. A current list of the Company Designated Areas shall be listed on the Company's website.

**Control Device:** A device installed on the Customer's load controllable equipment via a smart plug or embedded control that allows the Company to remotely control the equipment when an Event or Test is called. For purposes of this Program, Control Device means one or more devices as may be required to control the equipment. Each Control device may contain a feature that allows the Customer to override the Company's control of the Customer's equipment. The Control Device must be provided, installed, and connected to the Internet by the Company or its Contractor, or it must be installed and connected to the Internet by the Customer who enrolled in the Program through a Service Provider. If an internet connection is not feasible, another connection method may be acceptable at the Company's discretion.

**Event:** A period of time when the Company may remotely control the customer's load-controllable equipment. Events may be declared when:

1. the NYISO declares an emergency in conjunction with an in-day peak hour forecast response to an operating reserve peak forecast shortage or in response to a major state of emergency as defined in Section 3.2 of the NYISO Emergency Operations Manual, or at the NYISO's discretion to relieve system or zonal emergencies;
2. the NYISO activates its Special Case Resources Program in response to a forecast peak operating reserve shortfall; or
3. The Company determines that a Company designated area peak may occur;
4. The Company determines that a NYISO or Company peak may occur;
5. The Company declares a need for emergency or if a voltage reduction of five percent or greater has been ordered.

**Load Relief:** Energy (kWh) that is ordinarily delivered by the Company that is reduced by the Participating Customer.

**Load Relief Period:** The hours for which the Company requests Load Relief when it designates an Event or a Test.

**Service Provider:** A provider registered with the Company to develop, maintain, and operate a communications portal that enables Internet-connected Control Devices to participate under this Program. A list of current Service Providers is available on the Company's website.

**Test:** The Company's request to provide up to four hours of Load Relief to determine program capabilities.

## GENERAL INFORMATION

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

#### T. Direct Load Control Program (Cont'd)

5. Applications

Applications to participate under this Program may be made electronically at a Company designated Program website.

6. Customers Receiving a Control Device From the Company

This option is available at the Company's discretion. The Company may limit availability to customers residing in a Company Designated Area.

- a. Customers who receive a Control Device from the Company shall be enrolled in the Program and agree to allow the Company to control the Control Device for the purposes of this Program. The Control Device shall become the Customer's property upon installation.
- b. At the Company's discretion, the Company may offer installation services of a Control Device.
- c. At the Company's discretion, the Company may offer a sign-up and/or annual incentive to customers who receive a Control Device from the Company after the Control Device is installed. Customers who fully participate in Tests or Events are eligible for a participation incentive for each Test or Event. Incentive amounts and means of payment shall be determined by the Company.

7. Customers Enrolling a Control Device Through a Service Provider

This option is open to all qualified customers in the Company Service Territory.

Customers who enroll in the Program through a Service Provider with their own Control Device or a Control Device provided by a Service Provider shall receive a one-time enrollment incentive. Customers who fully participate in Tests or Events are eligible for a participation incentive. Incentive amounts and means of payment shall be determined by the Company.

8. Restrictions

This Program is not available to customers who participate, either directly or indirectly through a third party, under any other Company or NYISO demand-response Program. This includes but it is not limited to, the NYISO Special Case Resources (SCR) Program (or any applicable Company Program that is intended to take the place of the NYISO SCR Program), the Company's Distribution Load Relief Program or Commercial System Relief Program.

9. Cost Recovery

- a. The Company shall collect the costs of this program from all customers pursuant to Rule 12.B.1, Non-Bypassable Charge ("NBC"). The collection amount shall be allocated to each service classification based upon the Company's most recent primary distribution demand allocator.
- b. The costs shall be collected from non-demand billed customers on a per kWh basis and from demand billed customers on a per kW basis.
- c. The costs shall be tracked separately and reconciled with revenues collected for the program on an annual basis, inclusive of interest at the effective New York State Public Service Commission's published customer deposit rate applicable to investor owned utilities.
- d. A DLM Statement setting forth the cost values included in the Non-Bypassable Charge ("NBC") by service classification shall be updated annually and filed on not less than one days' notice. Such statement can be found at the end of this Schedule (P.S.C. No. 19 – Electricity).

## GENERAL INFORMATION

### **4. METERING AND BILLING**

#### **U. 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.C.(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.C.(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.

PSC No: 19 - Electricity  
Rochester Gas and Electric Corporation  
Initial Effective Date: January 1, 2025  
Issued in compliance with Order in Case No. 24-E-0084, dated October 16, 2024

Leaf No. 86.24.0  
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Superseding Revision:

#### GENERAL INFORMATION

### **4. METERING AND BILLING**

#### **U. Low Income Program (Cont'd)**

6. Renewable Energy Access and Community Help (“REACH”) Program  
A customer participating in the Company’s Low-Income Program that also resides within an area deemed to be a Disadvantaged Community by the Climate Justice Working Group (“CJWG”), which may be modified at the discretion of the CJWG may receive a monthly credit under the REACH Program pursuant to Rule 40.

## GENERAL INFORMATION

### **4. METERING AND BILLING**

#### **U. 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**

#### **U. 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.