

GENERAL INFORMATION

PART II RULES AND REGULATIONS

1. DEFINITIONS AND ABBREVIATIONS

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

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

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

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

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

Deferred Payment Agreement ("DPA"): A written agreement for the payment of outstanding charges over a specified period of time. It must be signed in duplicate by a Company representative and the Customer, and each must receive a copy, before it becomes enforceable by either party.

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

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

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

Deliveries: Gas delivered to a Distribution Point of Receipt.

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

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

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

GENERAL INFORMATION

4. METERING AND BILLING (Cont'd)

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

(8) **Gas Cost Reconciliation-Interim**

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

(9) **Pipeline Refund**

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

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

(10) **Reserved for Future Use**

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

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

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

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

(13) Deferred Payment Agreements ("DPA/EDPA")

(a) Residential

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

The Company shall negotiate in good faith with any eligible customer or applicant in order to enter into an agreement that is fair and equitable considering the customer's or applicant's financial circumstances.

The Company may require a customer or applicant to complete a form detailing assets, income and expenses. Reasonable documentation to substantiate the information provided may also be required. The Company shall treat the financial information as confidential.

The Company shall make a written or electronic on-line offer of a deferred payment agreement, not less than seven calendar days (10 days if mailed) before the earliest date on which termination may occur, when payment of outstanding charges is a requirement for acceptance of an application for service, when payment of outstanding charges is a requirement for reconnection of service, or as required after a defaulted payment agreement that was for a term shorter than Rule 5.A.(13)(a)(ii)(aa) and 16 NYCRR 11.10.

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

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

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

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

(a) Residential (Cont'd)

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

- (aa) A down payment up to 15% of the amount covered by the deferred payment agreement or the cost of one-half of one month's average usage, whichever is greater, unless such amount is less than the cost of one-half of one month's average usage, in which case the down payment may be up to 50% of such amount, and monthly installments of up to the cost of one-half of one month's average usage or one-tenth of the balance, whichever is greater.
- (bb) Any specific terms for down payment and payment mutually agreed upon after negotiation by the Company and customer.
- (cc) If the customer demonstrates financial need, no down payment and installments as low as \$10 per month above current bills.

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

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

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

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

If by the 20th day after payment was due under the deferred payment agreement, the Company has neither received payment nor negotiated a new payment agreement, the Company may demand full payment of the total outstanding charges and send a final termination notice in accordance with Rule 5.A and 16 NYCRR 11.4 and 11.10.

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

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

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

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

(b) Non-residential

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

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

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

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

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

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

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

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

(b) Non-residential (Cont'd)

- (ii) A deferred payment agreement shall obligate the customer to make timely payments of all current charges and may require the customer:
 - (aa) To make a down payment of up to 30% of the arrears on which an outstanding termination notice is based, or the cost of twice the customer's average monthly usage, whichever is greater, plus the full amount of any charges billed after the issuance of the termination notice which are in arrears at the time the agreement is entered into; or
 - (bb) If a field visit to physically terminate service has been made, to make a down payment of up to 50% of the arrears on which an outstanding termination notice is based or the cost of four times the customer's average monthly usage, whichever is greater, plus the full amount of any charges billed after the issuance of the termination notice which are in arrears at the time the agreement is entered into; and
 - (cc) To pay the balance in monthly installments of up to the cost of the customer's average monthly usage or one-sixth of the balance, whichever is greater; and
 - (dd) To pay the late payment charges on any unpaid installments, including any unpaid regular bills issued for service provided during the period of the agreement; and
 - (ee) To pay a security deposit in three installments, 50% down and two monthly payments of the balance, provided the deposit was previously requested under Rule 2.B.(2); and.
 - (ff) To pay the outstanding charges in monthly installments of up to the cost of one-half of the customer's average monthly usage or one-twenty-fourth of such charges, whichever is greater, when a deferred payment agreement is offered to a customer with a backbill exceeding the cost of twice the average monthly usage or \$100.00, whichever is greater, pursuant to Rule 5.A.(13)(b)(i).

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

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

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

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

- (iii) A deferred payment agreement may provide for a greater or lesser down payment, a longer or shorter repayment period, and payment according to any schedule, if mutually agreed upon by both the Company and the customer. A deferred payment agreement can either be signed in duplicate or electronically by a Company Representative and the customer. The signed DPA/EDPA must be received by the Company before the agreement becomes enforceable by either party.
- (iv) If a customer fails to make timely payment in accordance with a deferred payment agreement, on the first occurrence the Company shall give the customer a reasonable opportunity to keep the agreement in force by paying any amounts due under the agreement. Otherwise, the Company may demand full payment of the total outstanding charges and send a final termination notice as provided under Rule 5.A.

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13. Reserved for Future Use

14. REVENUE DECOUPLING MECHANISM (RDM) ADJUSTMENT

1. Applicable to:

All customers taking service under Service Classification Nos. 1, 3, and 5 shall be subject to a RDM Adjustment as described below.

2. Definitions

- a. Delivery Service Revenue (DSR) Targets – monthly weather-normalized targets shall be developed based on the Company's delivery revenue requirement established in Case No 19-G-0381. Residential customers taking service under Service Classification No. 1 and Service Classification No. 5 shall be combined into monthly DSR Targets. Non-residential customers taking service under Service Classification Nos. 1, 3, and 5 shall be combined into monthly DSR Targets.
 - (i) The Company shall have two RDM classes for reconciliation purposes: one residential class consisting of residential Service Classification Nos. 1 and 5 customers; and one consolidated non-residential class consisting of non-residential Service Classification Nos. 1, 3, and 5 customers.
- b. "Delivery Revenues" - For the purpose of RDM, Delivery Revenues shall be measured as the sum of the billed base delivery revenues from all customers for each RDM classification (customer charges and per therm delivery rates). For the purposes of this calculation, billed Late Payment Charges shall be included in the Delivery Revenues. For purposes of this calculation, revenues related to the System Benefits Charge (SBC), Rate Adjustment Mechanism (RAM), Merchant Function Charge (MFC), Non-Pipes Alternative (NPA) Surcharge, Earnings Adjustment Mechanism (EAM) Surcharge, Transition Charge, and gross receipts taxes are excluded. All sales to economic incentive rate incentive customers and low-income customers shall be priced out at standard service classification rates in developing the DSR Targets.
- c. "Rate Year" – for the purposes of RDM, Rate Year 1 shall be effective May 1, 2023 through April 30, 2024. Each Rate Year thereafter shall begin on May 1 in all subsequent 12-month periods.

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14. REVENUE DECOUPLING MECHANISM (RDM) ADJUSTMENT (Cont'd)

3. Calculation

- a. Each month, actual billed delivery service revenues shall be reconciled to account for weather normalized delivery service revenues. Actual delivery service revenues are defined as the revenue received from base delivery rates (customer charges and per-therm delivery rates). Actual delivery service revenues shall reflect the weather normalization adjustment clause.
- b. At the end of the Rate Year, actual billed delivery service revenues by RDM class for the entire Rate Year shall be compared to the cumulative monthly targets for the entire Rate Year. Any variance from the cumulative monthly targets for the Rate Year shall be either surcharged or credited to customers over the 12-monthly periods of the immediately succeeding Rate Year. Surcharges or credits shall be developed on a RDM class basis. Any surcharge or credit amount shall reflect interest at the then effective other customer deposit rate. Any such surcharge or credit under the annual reconciliation or interim reconciliation process (refer to 3.d. below) shall be recovered or returned through RDM class specific rates. Surcharges or credits arrived at in the annual reconciliation shall reflect amounts already surcharged or refunded through the interim reconciliation process.
- c. The first two months of the Rate Year shall be adjusted upward to reverse the effect of proration between old and new rates in actual billed delivery service revenue. The actual billing determinants for each RDM applicable service class shall be multiplied by the approved rates for the Rate Year.
If at any time during the Rate Year the cumulative difference between the actual billed delivery service revenues and the cumulative target revenues is 1.50% or more, the Company may file an interim RDM Adjustment for each RDM classification.

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

4. Filing of Statements

- a. A Revenue Decoupling Mechanism (RDM) Statement setting forth the rate adjustment shall be filed with the Public Service Commission on not less than 30 days' notice.
- b. Should the Company file an interim RDM Adjustment as described above, such filing shall occur on not less than 10 days' notice.
- c. Such statement can be found at the end of this Schedule (P.S.C. No. 16 Gas).

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18. Earnings Adjustment Mechanism ("EAM") Surcharge

The EAM Surcharge is designed to recover incentives associated with Energy Efficiency or Peak Load Reduction Gas EAMs from all customers taking service under Service Classification Nos. 1, 3, 4, 5, 6, 7, 8, and 9.

A. Energy Efficiency ("EE")

- Gas Share the Savings ("GSTS") excluding Low- to Moderate-Income Customers ("LMI") EAM; or
- GSTS LMI Only EAM

The EE EAMs shall allocate EAM incentives to service classifications using the same allocation method to allocate the Energy Efficiency-EE Tracker costs to service classes, where 83.81% is based on energy and 16.19% is based on a peak day design demand allocator.

B. Peak Load Reduction

- Gas System Peak Reduction EAM; or
- Renewable Natural Gas ("RNG") Connection EAM

This Peak Load Reduction EAMs shall allocate EAM incentives to service classifications using a peak day design demand allocator.

C. Recovery of EAM Incentives

The Company shall recover any incentives earned under EAMs through an EAM Surcharge on a per therm basis beginning May 1, 2021. A Statement setting forth the EAM Surcharge rates shall be filed with the Commission on not less than 30 days' notice. Such statement may be found at the end of this Schedule.

PSC No: 16 - Gas
Rochester Gas and Electric Corporation
Initial Effective Date: June 24, 2022

Leaf No. 128
Revision: 24
Superseding Revision: 23

SERVICE CLASSIFICATION NO. 1
GENERAL SERVICE

APPLICABLE TO USE OF SERVICE FOR:

All purposes, in entire territory.

CHARACTER OF SERVICE:

Continuous; natural gas or a mixture of natural gas and other gas of not less than 1,000 Btu per cubic foot, supplied at pressures within the limits prescribed by the Public Service Commission.

RATE CHOICES AVAILABLE TO CUSTOMERS:

Pursuant to Rule 10, General Retail Access Multi-Retailer Model, of this Schedule, customers shall choose either a Retail Access Rate or a non-Retail Access Rate. This S.C. No. 1 is a non-Retail Access Rate, under which the Company shall provide Delivery and Commodity Service.

RATE: (Per month) Each customer shall be billed on a monthly basis for the following Company services:

Delivery Charge:

Usage	Rate Effective Date
First 3 therms or less	\$20.30
Next 97 therms, per therm	\$0.36883
Next 400 therms, per therm	\$0.34380
Next 500 therms, per therm	\$0.30645
Over 1,000 therms, per therm	\$0.13051

Bill Issuance Charge: \$ 0.99, as described in Rule 10.F

Gas Supply Charge or Incremental Gas Supply Charge:

The customer shall be subject to a gas supply charge or incremental gas supply charge, as explained in Rule 4.H. The net cost of gas is provided in the GSC and IGSC statements, as filed with the Public Service Commission each month.

Merchant Function Charge (MFC):

The customer shall be subject to an MFC, as explained in Rule 4.H. The MFC is provided in the MFC and GSC statements, as filed with the Public Service Commission each month.

Weather Normalization Adjustment (WNA):

All space-heating customers shall also be charged the applicable WNA pursuant to General Information Section 11 of this tariff.

System Benefits Charge (SBC):

The customer shall be subject to the SBC, as explained in Rule 12. The SBC is provided in the SBC Statement, as filed with the Public Service Commission.

RATE ADJUSTMENT MECHANISM ("RAM"):

The RAM shall be applied per therm to all therms delivered under this Service Classification (as explained in this schedule, General Information Rule 15). See RAM Statement.

EARNINGS ADJUSTMENT MECHANISM (EAM):

The EAM shall be applied per therm delivered under this Service Classification, (as explained in this Schedule General Information Rule 18). The rate shall be set forth on the EAM Statement.

NON PIPE ALTERNATIVE (NPA) SURCHARGE:

The NPA Surcharge shall be applied per therm delivered under this Service Classification, (as explained in this Schedule General Information Rule 19). The rate shall be set forth on the NPA Statement.

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

SERVICE CLASSIFICATION NO. 3

GAS SERVICE-POINT TRANSPORTATION SERVICE – S.C. NO. 3:

1. Applicable to Use of Service for:

All purposes in the entire territory by a Customer whose annual use at a given service point is 3500 dekatherms or more. The Customer must abide by all Company Tariff provisions and all other applicable laws, rules and provisions.

2. High Pressure Option:

Where service off the certified main (allowable pressures in excess of 125 psi) is available at the Customer's metering point, and where the customer elects to be served thereby, the high pressure rates set forth in this Service Classification shall apply.

3. Balancing Service:

All service points served under this service classification shall be required to be balanced using either the S.C. No. 3 Daily Balancing Service or S.C. No. 3 CSC Enhanced Daily Balancing Service, as specified Rule 10.G.

4. New Metered Service Points:

To initiate service for either a new Customer or an existing Customer with a new service point, the Customer must submit a signed General Service Application to the Marketing and Sales Department. The Customer must have installed daily metering equipment, and a Company approved method of communication with the daily meter reading device by the 20th calendar day of the month in order for service to be initiated on the 1st calendar day of the next month. All provisions of this service classification shall be initiated on the 1st calendar day of the month.

5. Existing Service Points Switching Service Providers:

To request a transfer of an existing Service Point from one ESCO's service to another, the Customer and ESCO must each submit a formal request on their letterhead to the Supplier Services Department 10 business days prior to the end of the month. The switch of the service point shall occur on the first calendar day of the next month.

6. Gas Transportation Service Rates and Charges:

	Transportation Rate
	Effective Date
S.C. No. 3 Monthly Usage	
First 1,000 therms or less	\$2,239.18
Next 29,000 therms, per therm	\$0.06511
Next 70,000 therms, per therm	\$0.05202
Next 900,000 therms, per therm	\$0.02013
Over 1,000,000 therms, per therm	\$0.00946
Bill Issuance Charge (per bill) \$0.99, as described in Rule 10.F.	

PSC No: 16 - Gas
Rochester Gas and Electric Corporation
Initial Effective Date: June 24, 2022

Leaf No. 130.6.1
Revision: 9
Superseding Revision: 8

SERVICE CLASSIFICATION NO. 3

GAS SERVICE-POINT TRANSPORTATION SERVICE – S.C. NO. 3 (Cont'd):

6. Gas Transportation Service Rates and Charges (cont'd):

S.C. No. 3 Monthly Usage	Transportation Rate High Pressure Option
	Effective Date
First 1,000 therms or less	\$1,670.42
Next 29,000 therms, per therm	\$0.04795
Next 70,000 therms, per therm	\$0.04795
Next 900,000 therms, per therm	\$0.04795
Over 1,000,000 therms, per therm	\$0.01189
Bill Issuance Charge \$0.99, as described in Rule 10.F.	

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

SERVICE CLASSIFICATION NO. 3

GAS SERVICE-POINT TRANSPORTATION SERVICE – S.C. NO. 3 (Cont'd):

7. Transportation Rate Adjustment:

The transportation rates set forth in this Service Classification shall be subject to a transportation rate adjustment per therm of gas distributed. The total Transportation Rate Adjustment for this service classification shall include the following components:

- i) Interdepartmental Sales Credit, and
- ii) Transition Cost Surcharge, and
- iii) Research and Development Surcharge, and
- iv) Heater Charge, and
- v) System Performance Adjustment, and
- vi) Pipeline Refund, if applicable.

8. Large General Service Transportation Rate Adjustment Statement

Not less than three days prior to the first day of each billing period, the Company shall file with the Public Service Commission a Statement showing the Service Classification No. 3 charges listed in items i) through iv) of Section 7, above. The Statement shall also list the charges per therm for Daily Balancing Service, and CSC Enhanced Daily Balancing Service. Such charges may be combined for billing purposes.

9. Weather Normalization Adjustment (WNA):

All space-heating customers shall also be charged the applicable WNA pursuant to General Information Section 11 of this tariff.

10. System Benefits Charge (SBC):

The customer shall be subject to the SBC, as explained in Rule 12. The SBC is provided in the SBC Statement, as filed with the Public Service Commission.

11. Reserved for Future Use

12. Revenue Decoupling Mechanism ("RDM"):

All customers taking service under this Service Classification shall be subject to a RDM Adjustment (as explained in this Schedule, General Information Section 14). See RDM Statement.

13. Rate Adjustment Mechanism ("RAM"):

The RAM shall be applied per therm to all therms delivered under this Service Classification (as explained in P.S.C. No. 16, General Information Section 15). See RAM Statement.

14. a. Capacity to Be Released- Applicable only to S.C. No. 3 Customers receiving a mandatory release of Company capacity as determined under Section 10.G. of the General Retail Access – Multi-Retailer Model

The Company shall provide the mandatory amount of capacity released between Dawn and Mendon shall include transportation capacity on TransCanada PipeLine Limited (TCPL), Empire State Pipeline Transportation (Empire Transportation), and Empire State Pipeline Storage (Empire Storage) to meet the demands of a customer's peak day.

To accommodate for the difference in released assets between Empire and TCPL, the ESCO must demonstrate it has non-recallable primary point capacity from the Dawn Hub to the citygate for its customers, or a firm supply contract with a reliable counterparty for delivery to Empire at Chippawa or a point downstream of Chippawa.

TCPL, Empire State Pipeline Transportation (Empire Transportation) Empire State Pipeline Storage (Empire Storage), assets shall be termed "Empire Capacity".

Capacity to be released between Southpoint and Caledonia shall include transportation and storage capacity on EGTS. These assets shall be termed "EGTS Capacity".

The total capacity available for release may be sufficient to meet the design day load of all Customers eligible for service under this service classification, as determined from time to time by the Company, as well as to meet the operational design requirements of the Company's distribution system. References to "release" of capacity are intended to include all transfers to ESCOs of rights and obligations pertaining to capacity held by the Company unless the context requires otherwise.

SERVICE CLASSIFICATION NO. 5

GAS SERVICE-POINT TRANSPORTATION SERVICE – S.C. NO. 5:

1. Applicable to Use of Service for:

All purposes in the entire territory by a Customer whose annual use at a given service point is greater than 3500 dekatherms, or by a group of Customers whose total annual use is greater than 5000 dekatherms that are served by a common ESCO. The Customer must abide by all Company Tariff provisions and all other applicable laws, rules and provisions.

2. Balancing Service:

All service points served under this service classification shall be required to be balanced using the S.C. No. 5 Balancing Service, as specified in Rule 10.G.

3. Gas Transportation Service Rates and Charges:

Transportation Rate	
	Effective Date
S.C. No. 5 Monthly Usage	
First 3 therms or less	\$20.30
Next 97 therms, per therm	\$0.36883
Next 400 therms, per therm	\$0.34380
Next 500 therms, per therm	\$0.30645
Over 1,000 therms, per therm	\$0.13051
Bill Issuance Charge, per bill \$0.99, as described in Rule 10.F.	

4. Transportation Rate Adjustment:

The transportation rates set forth in this Service Classification for this service classification shall be subject to a transportation rate adjustment per therm of gas distributed. The total Transportation Rate Adjustment for this service classification shall include the following components:

- i) The Interdepartmental Sales Credit; and
- ii) The Transition Cost Surcharge; and
- iii) The Research and Development Surcharge; and
- iv) Gas Reliability Surcharge; and
- v) Heater Charge. and
- vi) System Performance Adjustment; and
- vii) Pipeline Refund, if applicable.

SERVICE CLASSIFICATION NO. 6

**NON-RESIDENTIAL DISTRIBUTED GENERATION
FIRM GAS SALES SERVICE**

APPLICABLE TO THE USE OF SERVICE FOR:

Firm Sales Service to any new or existing gas fueled baseload distributed generation facility that represents generating units designed to provide electricity to a single customer or specific customers within a defined geographical location with generating capacity of less than 50 Megawatts (MW) that maintains a load factor of 50% or more. Load factor is defined herein as annual usage divided by the (peak winter day demand times 365 days). Such baseload distributed generation facilities may include, but not be limited to, reciprocating engines, gas turbines and emerging gas technologies such as fuel cells and microturbines. Where multiple units are installed at one location, the total size of all units metered through one meter shall govern the rates that shall apply. Service under this service classification is available throughout the Company's service territory to which this Schedule applies, providing the Company has facilities available and adequate for the load.

CHARACTER OF SERVICE:

Continuous - natural gas or a mixture of natural gas and other gas with a Btu content of not less than 1,000 Btu per cubic foot, supplied at limits prescribed by the Public Service Commission.

PRICE (per month):

The Company's charges are:

(1) Gas Delivery Charges:
Effective:

A. Small DG Customer – DG < 5MW

Annual use < 35,000 therms:

First 3 therms or less (All months): \$20.30

Bill Issuance Charge (per bill): \$0.99

Winter Rate: (November – March)

Next 97 therms, per therm \$0.15108

Next 400 therms, per therm \$0.13709

Next 500 therms, per therm \$0.12394

Over 1,000 therms, per therm \$0.05221

Summer Rate: (April – October)

Next 97 therms, per therm \$0.12885

Next 400 therms, per therm \$0.12011

Next 500 therms, per therm \$0.10706

Over 1,000 therms, per therm \$0.04559

B. Small DG Customer – DG < 5MW

Annual use > or = 35,000 therms:

Basic Service Charge:

First 1,000 therms or less (All months): \$2,239.18

Bill Issuance Charge (per bill): \$0.99

Winter Rate: (November – March)

Next 29,000 therms, per therm \$0.06218

Next 70,000 therms, per therm \$0.05013

Next 900,000 therms, per therm \$0.01935

Over 1,000,000 therms, per therm \$0.00957

Summer Rate: (April – October)

Next 29,000 therms, per therm \$0.05198

Next 70,000 therms, per therm \$0.04153

Next 900,000 therms, per therm \$0.01607

Over 1,000,000 therms, per therm \$0.00755

PSC No: 16 - Gas
Rochester Gas and Electric Corporation
Initial Effective Date: June 24, 2022

Leaf No. 134.1
Revision: 14
Superseding Revision: 13

SERVICE CLASSIFICATION NO. 6 (Cont'd)

**NON-RESIDENTIAL DISTRIBUTED GENERATION
FIRM GAS SALES SERVICE (Cont'd)**

PRICE (per month) (Cont'd):

(1) Gas Delivery Charges (Cont'd):
Effective (Cont'd):

C. Large DG Customer – DG 5MW - < 50 MW

All usage levels:

First 1,000 therms or less (All months)	\$2,239.18
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Winter Rate: (November – March)

Over 1,000 therms, per therm	\$0.00923
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Summer Rate: (April – October)

Over 1,000 therms, per therm	\$0.00755
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Demand Charge per therm of MDQ > 47 therms (All months):	\$0.46
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Bill Issuance Charge (per bill):	\$0.99
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PSC No. 16 Gas
Rochester Gas and Electric Corporation
Initial Effective Date: June 24, 2022

Leaf No.: 134.2
Revision: 6
Superseding Revision: 5

SERVICE CLASSIFICATION NO. 6 (Cont'd)

**NON-RESIDENTIAL DISTRIBUTED GENERATION
FIRM GAS SALES SERVICE (Cont'd)**

PRICE (per month) (Cont'd):

Reserved for Future Use

SERVICE CLASSIFICATION NO. 6 (Cont'd)

**NON-RESIDENTIAL DISTRIBUTED GENERATION
FIRM GAS SALES SERVICE (Cont'd)**

PRICE (per month) (Cont'd):

(2) Gas Supply Charge (GSC):

The customer shall be subject to a GSC, as explained in Rule 4.H. The GSC is provided in the GSC Statement, as filed with the Public Service Commission each month.

(3) Merchant Function Charge (MFC):

The customer shall be subject to an MFC as explained in Rule 4.H. The MFC is provided in the MFC and GSC statements, as filed with the Public Service Commission each month.

MINIMUM CHARGE:

The minimum monthly charge is the charge for the first 3 therms or less or the first 1,000 therms or less as noted under the Gas Delivery Charges plus the Bill Issuance Charge, if applicable. Additionally, for a Large DG Customer, the minimum charge shall also include the Demand Charge per therm of Maximum Daily Quantity (MDQ) excluding the therms included in the Basic Service Charge. The MDQ is the customer's highest estimated daily usage. The Minimum Charge shall appear on the Customer's bill whether or not any gas was used during the billing period.

SERVICE CLASSIFICATION NO. 7

FIRM GAS TRANSPORTATION SERVICE FOR DISTRIBUTED GENERATION FACILITIES < 50 MW
(Cont'd)

1. APPLICABLE TO THE USE OF SERVICE FOR:

Firm Transportation Service to any new or existing gas fueled baseload distributed generation facility that represents generating units designed to provide electricity to a single customer or specific customers within a defined geographical location with generating capacity of less than 50 Megawatts (MW) that maintains a load factor of 50% or more. Load factor is defined herein as annual usage divided by the (peak winter day demand times 365 days). Such baseload distributed generation facilities may include, but not be limited to, reciprocating engines, gas turbines and emerging gas technologies such as fuel cells and microturbines. Where multiple units are installed at one location, the total size of all units metered through one meter shall govern the rates that shall apply. Service under this service classification is available throughout the Company's service territory to which this Schedule applies, providing the Company has facilities available and adequate for the load.

2. Gas Transportation Service Rates and Charges:

The Company's charges are:

(1) Gas Delivery Charges:

i. Effective:

A. Small DG Customer – DG < 5MW

Annual use < 35,000 therms:

First 3 therms or less (All months) \$20.30

Bill Issuance Charge (per bill): \$0.99

Winter Rate: (November – March)

Next 97 therms, per therm \$0.15108

Next 400 therms, per therm \$0.13709

Next 500 therms, per therm \$0.12394

Over 1,000 therms, per therm \$0.05221

Summer Rate: (April – October)

Next 97 therms, per therm \$0.12885

Next 400 therms, per therm \$0.12011

Next 500 therms, per therm \$0.10706

Over 1,000 therms, per therm \$0.04559

B. Small DG Customer – DG < 5MW

Annual use > or = 35,000 therms:

Basic Service Charge:

First 1,000 therms or less (All months) \$2,239.18

Bill Issuance Charge (per bill): \$0.99

Winter Rate: (November – March)

Next 29,000 therms, per therm \$0.06218

Next 70,000 therms, per therm \$0.05013

Next 900,000 therms, per therm \$0.01935

Over 1,000,000 therms, per therm \$0.00957

Summer Rate: (April – October)

Next 29,000 therms, per therm \$0.05198

Next 70,000 therms, per therm \$0.04153

Next 900,000 therms, per therm \$0.01607

Over 1,000,000 therms, per therm \$0.00755

PSC No. 16 Gas
Rochester Gas and Electric Corporation
Initial Effective Date: June 24, 2022

Leaf No.: 145.1
Revision: 7
Superseding Revision: 6

SERVICE CLASSIFICATION NO. 7

FIRM GAS TRANSPORTATION SERVICE FOR DISTRIBUTED GENERATION FACILITIES < 50 MW
(Cont'd)

(1) Gas Delivery Charges (Cont'd):

i. Effective: Cont'd):

C. Large DG Customer – DG 5MW - < 50 MW

All usage levels:

First 1,000 therms or less (All months) \$2,239.18

Winter Rate: (November – March)

Over 1,000 therms, per therm \$0.00923

Summer Rate: (April – October)

Over 1,000 therms, per therm \$0.00755

Demand Charge per therm of MDQ > 47 therms (All months): \$0.46

Bill Issuance Charge (per bill): \$0.99

PSC No. 16 Gas
Rochester Gas and Electric Corporation
Initial Effective Date: June 24, 2022

Leaf No.: 145.2
Revision: 7
Superseding Revision: 6

SERVICE CLASSIFICATION NO. 7

FIRM GAS TRANSPORTATION SERVICE FOR DISTRIBUTED GENERATION FACILITIES < 50 MW
(Cont'd)

(1) Gas Delivery Charges (Cont'd):

Reserved for Future Use

SERVICE CLASSIFICATION NO. 7

FIRM GAS TRANSPORTATION SERVICE FOR DISTRIBUTED GENERATION FACILITIES < 50 MW
(Cont'd)

3. Minimum Charge:

The minimum monthly charge is the charge for the first 3 therms or less or the first 1,000 therms or less as noted under the Gas Delivery Charges, plus the Bill Issuance Charge, if applicable. Additionally, for a Large DG Customer, the minimum charge shall also include the Demand Charge per therm of Maximum Daily Quantity (MDQ) excluding the therms included in the Basic Service Charge. The MDQ is the customer's highest estimated daily usage. The Minimum Charge shall appear on the Customer's bill whether or not any gas was used during the billing period.

4. Transportation Rate Adjustment:

The transportation rates set forth in this service classification shall be subject to a transportation rate adjustment per therm of gas distributed. The total Transportation Rate Adjustment for this service classification shall be made up of the following components:

- a) The Interdepartmental Sales Credit; and
- b) The Transition Cost Surcharge; and
- c) The Research and Development Surcharge; and
- d) Gas Reliability Surcharge (S.C. No. 7A only); and
- e) Heater Charge; and
- f) System Performance Adjustment; and
- g) Pipeline Refund, if applicable.

5. Transportation Rate Adjustment Statement

Not less than three days prior to the first day of each billing period, the Distribution Provider shall file with the Public Service Commission a Statement showing the Service Classification No. 7 charges listed in items i) through iv) of Section 3, above. The Statement shall also list the charges per therm for the various balancing options and storage costs. Such charges may be combined for billing purposes.

SERVICE CLASSIFICATION NO. 8

**RESIDENTIAL DISTRIBUTED GENERATION
FIRM GAS SALES SERVICE**

APPLICABLE TO THE USE OF SERVICE FOR:

Firm Sales Service to any residential customer described below who has or installs a gas-fueled distributed generation (DG) facility that represents generating units designed to provide electricity to the customer. Such distributed generation facilities may include, but not be limited to, reciprocating engines, steam turbines, gas turbines and emerging gas technologies such as fuel cells and microturbines. Service under this service classification is available throughout the Company's service territory to which this schedule applies, providing the Company has facilities available and adequate for the load.

Residential service is applicable to individual private dwellings, including two-family dwellings where the customer is a resident, flats or apartments. It is applicable to all gas utilized exclusively in connection with religious purposes by any corporation, association or school organized and conducted in good faith for religious purposes; or any post or hall owned or leased by a not-for-profit corporation that is a veterans' organization. Residential service is also applicable to use exclusively in connection with a community residence for the mentally disabled, as defined in Subdivision 28, 28-a, or 28-b of Section 1.03 of the Mental Hygiene Law, provided that such residence is operated by a not-for-profit corporation and, if supervisory staff is on site 24 hours a day, that the residence provides living accommodations for 14 or fewer residents.

CHARACTER OF SERVICE:

Continuous - natural gas or a mixture of natural gas and other gas with a Btu content of not less than 1,000 Btu per cubic foot, supplied at limits prescribed by the Public Service Commission.

RATE (per month):

The Company's charges are:

(1) Gas Delivery Charges:

Effective Date

S.C. No. 8 Monthly Usage	
First 3 therms or less (All months)	\$20.30
Over 3 therms, per therm	\$0.17680
Minimum Monthly Charge	\$20.30

(2) Gas Supply Charge (GSC):

The customer shall be subject to a GSC, as explained in Rule 4.H. The GSC is provided in the GSC Statement, as filed with the Public Service Commission each month.

PSC No: 16 - Gas
Rochester Gas and Electric Corporation
Initial Effective Date: June 24, 2022

Leaf No. 147.3.1
Revision: 11
Superseding Revision: 10

SERVICE CLASSIFICATION NO. 9

RESIDENTIAL DISTRIBUTED GENERATION GAS TRANSPORTATION SERVICE (Cont'd)

MINIMUM CHARGE:

For each service agreement, see the applicable Service Classification for the minimum charge, exclusive of transportation rate adjustment charges.

RATE ADJUSTMENT MECHANISM ("RAM"):

The RAM shall be applied per therm to all therms delivered under this Service Classification (as explained in this schedule, General Information Rule 15). See RAM Statement.

EARNINGS ADJUSTMENT MECHANISM (EAM):

The EAM shall be applied per therm delivered under this Service Classification, (as explained in this Schedule General Information Rule 18). The rate shall be set forth on the EAM Statement.

NON-PIPE ALTERNATIVE (NPA) SURCHARGE:

The NPA Surcharge shall be applied per therm delivered under this Service Classification, (as explained in this Schedule General Information Rule 19). The rate shall be set forth on the NPA Statement.

INCREASE IN RATES AND CHARGES:

The rates and charges under this Schedule, including any minimum charge, are increased by the applicable effective aggregate percentage shown in Rule 4.I for service supplied within the municipality where the Customer is taking service.

OTHER CHARGES:

A. Interdepartmental Sales Credit

The interdepartmental sales credit shall be calculated as follows:

- (1) The interdepartmental rate per dekatherm shall be defined as the equivalent alternate fuel price less \$.05 per dekatherm, but that price shall not be less than a price which is the commodity cost of purchased gas plus \$.48 per dekatherm or greater than the average cost of purchased gas plus \$.48 per dekatherm except for gas used in the Company's gas turbine where the adder shall be \$.44 per dekatherm.

PSC No: 16 - Gas
Rochester Gas and Electric Corporation
Initial Effective Date: June 24, 2022

Leaf No. 147.8
Revision: 10
Superseding Revision: 9

SERVICE CLASSIFICATION NO. 9

RESIDENTIAL DISTRIBUTED GENERATION GAS TRANSPORTATION SERVICE (Cont'd)

Gas Transportation Service Rates and Charges:

1. Delivery Rates:

Effective Date

S.C. No. 9 Monthly Usage	
First 3 therms or less (All months)	\$20.30
Over 3 therms, per therm	\$0.17680
Minimum Monthly Charge	\$20.30

2. Transportation Rate Adjustment:

The transportation rates set forth in this Service Classification for this service classification shall be subject to a transportation rate adjustment per therm of gas distributed. The total Transportation Rate Adjustment for this service classification shall include the following components:

- i) The Interdepartmental Sales Credit; and
- ii) The Transition Cost Surcharge; and
- iii) The Research and Development Surcharge; and
- iv) Gas Reliability Surcharge; and
- v) Heater Charge; and
- vi) System Performance Adjustment; and
- vii) Pipeline Refund, if applicable.

PSC No: 16 - Gas
Rochester Gas and Electric Corporation
Effective Date: June 24, 2022

Leaf No. 152
Revision: 4
Superseding Revision: 3

SERVICE CLASSIFICATION NO. 15

INTERRUPTIBLE SALES SERVICE

APPLICABLE TO THE USE OF SERVICE FOR:

Customers that agree to take service on fully interruptible basis and maintain facilities and a sufficient supply of alternate fuel to operate continuously during periods when gas service is interrupted. This Service Classification is available to customers who otherwise would be eligible and take service under Service Classification No. 3 – Large Transportation Service. Under this Service Classification a customer must have the ability to use a minimum of 40,000 therms per billing month. If the customer does not meet the minimum use requirement, the customer shall be required to take firm service for which they qualify. In constrained areas, as determined by RG&E, the minimum use requirement may be waived by the Company.

CHARACTER OF SERVICE:

Interruptible - natural gas or a mixture of natural gas and synthetic natural gas of not less than 1,000 Btu per cubic foot, supplied at pressures within the limits prescribed by the Public Service Commission.

PRICE: (Per Month)

The monthly price per therm over the term of the service, shall be:

Delivery

Rate Effective Date

S.C. Nos. 15 and 16 Monthly Usage	
First 1,000 therms or less	\$2,239.18
Next 29,000 therms, per therm	\$0.04557
Next 70,000 therms, per therm	\$0.03641
Next 900,000 therms, per therm	\$0.01409
Over 1,000,000 therms, per therm	\$0.00662

The Company reserves the right to further adjust the delivery price to individual customers based on market conditions. If applicable, the adjusted delivery price shall be specified on the Interruptible Transportation Rate Statement which shall be filed with the PSC no later than three days before the effective date.

Supply

The daily price per therm shall be established at the end of each gas day for the Dominion/EGTS / Empire pooling area. The Daily Cost of Gas shall be summed and charged to the customer monthly. The daily Cost of Gas Rate ("Cost of Gas Rate") per therm shall be the average of: the sum of: (1) the daily midpoint index as published in the Platts GD Publication; plus (b) the published firm intrastate pipeline variable transportation rates and fuel rates; plus (c) the published firm intrastate pipeline demand rates, as defined below, at a 70% load factor, for Dominion/EGTS; and the sum of (d) the daily midpoint index as published in the Platts GD Publication; plus (e) the published firm intrastate pipeline variable transportation rates and fuel rates; plus (f) the published firm intrastate pipeline demand rates, as defined below, at a 70% load factor, for Empire.

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

SERVICE CLASSIFICATION NO. 15
INTERRUPTIBLE SALES SERVICE (Cont'd)

NEW METERED SERVICE POINTS:

To initiate service for either a new Customer or an existing Customer with a new service point, the Customer must submit a signed General Service Application to the Company. The Customer must have installed daily metering equipment, and a Company approved method of communication with the daily meter reading device by the 20th calendar day of the month in order for service to be initiated on the 1st calendar day of the next month. All provisions of this Service Classification shall be initiated on the 1st calendar day of the month.

SPECIAL PROVISIONS - ALL CUSTOMERS:

- A. All sales hereunder shall be subject to interruption, temporary curtailment or discontinuance, and permanent discontinuance, on not less than two hours' notice from the Company and Company shall not be in any way liable for any failure in whole or in part, temporary or permanent, to deliver gas under this Service Classification. Customers that fail to comply with a notification to interrupt, curtail or discontinue shall pay a charge, in addition to all other prices and charges payable by said customer, of \$2.50 per therm for all quantities consumed in violation of the notification, as determined by the Company.

A Customer that fails to comply with a notification to interrupt, curtail, or discontinue shall also be subject to the following:

- (a) The addition of one unannounced interruption test at the end of January. A waiver of this test shall be granted for interruptible customers interrupted due to weather within five days of a scheduled January test;
 - (b) A requirement to provide an affidavit attesting to compliance with the Company's tariff, except those customers that have elected to cease using natural gas when directed to by the Company in lieu of maintaining an alternate fuel inventory; and,
 - (c) The contact information for the customer's alternate fuel supplier is required to be included in the affidavit described in (b) above.
- B. A customer shall provide a signed affidavit by the close of business on October 1, or by the close of business on the following business day if October 1 falls on a weekend or holiday attesting the customer meets the requirements to take service under this Service Classification.. If a customer fails to provide the affidavit, the customer shall be subject to a Daily Penalty Charge. The Company may begin to assess the Daily Penalty Charge at the start of the winter period on November 1 and every day thereafter until the signed affidavit is received, or until the end of the winter season on April 1. The Daily Penalty Charge will be \$1,000 per day.
- C. Customer's natural gas equipment should have an alternative source of fuel, however this requirement may be waived by written permission of the Company. The Company reserves the right to conduct an on-site inspection of the Customer's alternate fuel facilities at any time to determine whether the equipment is properly installed, maintained, functioning and capable of serving the Customer's energy requirements at a level equivalent to that of the natural gas provided under this Service Classification. Natural gas equipment served under this Service Classification, may be transferred to an applicable firm Service Classification with the written permission of the Company. However, any such equipment cannot be resupplied under an interruptible Service Classification prior to the elapse of a minimum period of one year without permission of the Company.
- D. Customers taking service under this Service Classification will be required to install daily metering equipment, at the customer's expense, and have a dedicated telephone line available as set forth in the Gas Transportation Operating Procedures Manual.

SERVICE CLASSIFICATION NO. 15
INTERRUPTIBLE SALES SERVICE (Cont'd)

SPECIAL PROVISIONS - ALL CUSTOMERS: (Cont'd)

- E. The Customer shall provide the Company with an affidavit certifying the grade and sulphur content of fuel oil that can be utilized in the facilities served under this Service Classification or a description of the alternate fuel used.
- F. Customers taking service under this Service Classification must enter into an individual Service Agreement with the Company.
- G. The Company shall communicate daily with each interruptible customer facility location via email, text messages, fax or phone call. See the Company's GTOP Manual for specific details. Additionally, the Company shall communicate with each interruptible customer facility location at the end of every interruption to remind customers to replenish alternate fuel inventories as needed to maintain minimum levels.
- H. **Non-Compliance Charge:** A penalty assessed to an Interruptible customer when the Company becomes aware either by notification from a customer or by inspection, in accordance with Special Provision C, that a customer is currently incapable of interrupting and switching to their alternate fuel, and an interruption has not been called.

The Non-Compliance Charge shall be:

- (a) 130% of the applicable Interruptible Gas price as determined in PRICE: (Per Month) for interruptible sales customers, or
- (b) 130% of the applicable Interruptible transportation rate for interruptible transportation customers.

If a customer notifies the Company that they are currently incapable of interrupting and switching to their alternate fuel due to circumstances outside of the customer's control, the customer must resolve the issue within ten calendar days or the Company shall begin assessing the Non-Compliance Charge. If the Company becomes aware that a customer is currently incapable of interrupting and switching to their alternate fuel through an on-site inspection, the Company shall begin assessing the Non-Compliance Charge the following day.

The Non-Compliance Charge shall be assessed until the customer notifies the Company that they are now capable of interrupting and switching to their alternate fuel and the correction has been verified by Company personnel through an on-site inspection.

A Two-Violation Interruptible customer, defined below, shall also be subject to a Non-Compliance Charge for all gas consumed from the time of the second violation until the end of the current winter period.

If the Company calls for an interruption and the customer fails to interrupt as required, the Company shall impose the Unauthorized Use Charge set forth in Special Provision A., in lieu of the Non-Compliance Charge, for unauthorized gas usage during the interruption period. Following the interruption, the Company may resume imposing the Non-Compliance Charge through the end of the current winter period.

- I. Failure to interrupt the use of gas during an interruption shall be counted as a violation under the Two-Violation Rule.
 - 1. **Two-Violation Rule:** For each Winter Period, an Interruptible customer shall incur a violation if the customer fails to fully interrupt its use of gas at any time during an interruption, including any planned interruptions (except for any permitted use of gas for ignition purposes).
 - a. If a customer's second failure to interrupt occurs within 48 hours of an initial violation, the second failure shall not be considered a second violation. If a failure to interrupt is due to failure of Company-owned equipment that is not attributable to the customer, the failure to interrupt shall not be considered a violation.

PSC No: 16 - Gas
Rochester Gas and Electric Corporation
Effective Date: June 24, 2022

Leaf No. 157
Revision: 4
Superseding Revision: 3

SERVICE CLASSIFICATION NO. 16
INTERRUPTIBLE TRANSPORTATION SERVICE

APPLICABLE TO THE USE OF SERVICE FOR:

Customers that agree to take service on fully interruptible basis and maintain facilities and a sufficient supply of alternate fuel to operate continuously during periods when gas service is interrupted. This Service Classification is available to customers who otherwise would be eligible and take service under Service Classification No. 3 – Large Transportation Service. Under this Service Classification a customer must have the ability to use a minimum of 40,000 therms per billing month. If the customer does not meet the minimum use requirement, the customer shall be required to take firm service for which they qualify. In constrained areas, as determined by RG&E, the minimum use requirement may be waived by the Company.

CHARACTER OF SERVICE:

Transportation of Customer-owned, pipeline quality, natural gas shall be on an interruptible basis from a receipt point within the Company's service territory to which this Schedule applies to the facilities at the Customer's existing delivery point. The Company shall control the dispatch of such gas, and dispatch shall be provided as requested by the Customer, in accordance with General Information Rule 10 of this Schedule, provided, however, that acceptance of the Customer's application shall be conditioned upon the availability of the Company's system capacity.

DELIVERY PRICE: (Per Month)

The price per Therm, over the term of the service, shall be:

Transportation Rate Effective Date

S.C. Nos. 15 and 16 Monthly

Usage

First 1,000 therms or less	\$2,239.18
Next 29,000 therms, per therm	\$0.04557
Next 70,000 therms, per therm	\$0.03641
Next 900,000 therms, per therm	\$0.01409
Over 1,000,000 therms, per therm	\$0.00662

The Company reserves the right to adjust the delivery price to individual customers based on market conditions. The price may be revised monthly. If applicable, the adjusted delivery price will be specified on the Interruptible Transportation Rate Statement which will be filed with the PSC no later than three days before the effective date.

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

SERVICE CLASSIFICATION NO. 16

INTERRUPTIBLE TRANSPORTATION SERVICE (Cont'd)

SPECIAL PROVISIONS - ALL CUSTOMERS: (Cont'd)

- B. A customer shall provide a signed affidavit by the close of business on October 1, or by the close of business on the following business day if October 1 falls on a weekend or holiday attesting the customer meets the requirements to take service under this Service Classification. If a customer fails to provide the affidavit, the customer shall be subject to a Daily Penalty Charge. The Company may begin to assess the Daily Penalty Charge at the start of the winter period on November 1 and every day thereafter until the signed affidavit is received, or until the end of the winter season on April 1. The Daily Penalty Charge shall be \$1,000 per day.
- C. Customer's natural gas equipment should have an alternative source of fuel, however this requirement may be waived by written permission of the Company. The Company reserves the right to conduct an on-site inspection of the Customer's alternate fuel facilities at any time to determine whether the equipment is properly installed, maintained, functioning and capable of serving the Customer's energy requirements at a level equivalent to that of the natural gas provided under this Service Classification. Natural gas equipment served under this Service Classification, may be transferred to an applicable firm Service Classification with the written permission of the Company. However, any such equipment cannot be resupplied under an interruptible Service Classification prior to the elapse of a minimum period of one year without permission of the Company.
- D. The quantity to be billed under this Service Classification is the quantity delivered to the Company less the allowance for losses, in accordance with General Information Rule 10 of this Schedule.
- E. Daily imbalances, underruns and overruns under this Service Classification shall be calculated and reconciled as set forth in General Information Rule 10 of this Schedule.
- F. Customers taking service under this Service Classification shall be required to install daily metering equipment, at the Customer's expense, and have a dedicated telephone line available as set forth in the Gas Transportation Operating Procedures Manual.
- G. The Company shall implement daily communication with each interruptible customer facility location via email, text messages, fax or phone call. See the Company's GTOP Manual for specific details. Additionally, the Company shall communicate with each interruptible customer facility location at the end of every interruption to remind customers to replenish alternate fuel inventories as needed to maintain minimum levels.
- H. Non-Compliance Charge: A penalty assessed to an Interruptible customer when the Company becomes aware either by notification from a customer or by inspection, in accordance with Special Provision C, that a customer is currently incapable of interrupting and switching to their alternate fuel, and an interruption has not been called.

The Non-Compliance Charge shall be:

- (a) 130% of the applicable Interruptible Gas price as determined in Service Classification No. 15 - PRICE: (Per Month) for interruptible sales customers, or
- (b) 130% of the applicable Interruptible transportation rate for interruptible transportation customers.

SERVICE CLASSIFICATION NO. 16

INTERRUPTIBLE TRANSPORTATION SERVICE (Cont'd)

SPECIAL PROVISIONS - ALL CUSTOMERS: (Cont'd)

H. (Cont'd)

If a Customer notifies the Company that they are currently incapable of interrupting and switching to their alternate fuel due to circumstances outside of the customers control, the Customer must resolve the issue within 10 calendar days or the Company shall begin assessing the Non-Compliance Charge. If the Company becomes aware that a customer is currently incapable of interrupting and switching to their alternate fuel through an on-site inspection, the Company shall begin assessing the Non-Compliance Charge the following day.

The Non-Compliance Charge shall be assessed until the Customer notifies the Company that they are now capable of interrupting and switching to their alternate fuel and the correction has been verified by Company personnel through an on-site inspection.

A Two-Violation Interruptible customer, defined below, shall also be subject to a Non-Compliance Charge for all gas consumed from the time of the second violation until the end of the current winter period.

If the Company calls for an interruption and the customer fails to interrupt as required, the Company shall impose the Unauthorized Use Charge set forth in Special Provision A., in lieu of the Non-Compliance Charge, for unauthorized gas usage during the interruption period. Following the interruption, the Company may resume imposing the Non-Compliance Charge through the end of the current winter period.

I. Failure to interrupt the use of gas during an interruption shall be counted as a violation under the Two-Violation Rule.

1. **Two-Violation Rule:** For each Winter Period, an Interruptible customer shall incur a violation if the customer fails to fully interrupt its use of gas at any time during an interruption, including any planned interruptions (except for any permitted use of gas for ignition purposes).
 - a. If a customer's second failure to interrupt occurs within 48 hours of an initial violation, the second failure shall not be considered a second violation. If a failure to interrupt is due to failure of Company-owned equipment that is not attributable to the customer, the failure to interrupt shall not be considered a violation.
2. A customer's failure to interrupt its use of gas due to inoperable dual-fuel facilities (excluding, for purposes of this paragraph, associated customer-installed phone lines) counts as a violation towards the above-described two-violation rule except as follows:
 - a. During each Winter Period, a customer's failure to interrupt the use of gas during a planned interruption due to documented inoperable dual-fuel facilities shall not be counted as a violation provided that the customer:
 - i. notifies the Company within one hour of the failure of its equipment;
 - ii. repairs and makes operable its dual-fuel equipment within forty-eight (48) hours of the equipment's failure; and
 - iii. provides the Company with an affidavit or other sufficient documentation that it has repaired and made operable its dual-fuel equipment and immediately complies with the earlier of the ongoing interruption or a separate planned interruption.
 - b. The Company shall extend the 48-hour repair deadline to a period not to exceed seven (7) days provided the customer demonstrates to the Company's satisfaction that such extension was necessary due to the unavailability of a part and its installation during such 48-hour repair period.

SERVICE CLASSIFICATION NO. 16

INTERRUPTIBLE TRANSPORTATION SERVICE (Cont'd)

SPECIAL PROVISIONS - ALL CUSTOMERS: (Cont'd)

- I. Failure to interrupt the use of gas during an interruption shall be counted as a violation under the Two-Violation Rule.
(Cont'd)
 - c. All three conditions must be satisfied for this exception to the Two-Violation Rule to apply. During the 48-hour repair period, or, if applicable, the extended 7-day repair period, the customer shall be subject to applicable unauthorized use charges, an alternate fuel or energy non-compliance charge, minimum charges and imbalance charges as set forth in this Service Classification, the Company's GTOP, or this Rate Schedule.
 - d. If during the Winter Period, a customer interrupted the use of gas, as required, during the first planned interruption, then the customer shall be granted an additional one-time waiver subject to the customer meeting all of the requirements detailed in this section. If the customer elects to cease operations, this exemption does not apply.