P.S.C. No. 19 - ELECTRICITY
SUPERSEDING P.S.C. No. 14

ROCHESTER GAS AND ELECTRIC CORPORATION

SCHEDULE

FOR

ELECTRIC SERVICE

APPLICABLE
IN
ENTIRE TERRITORY

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GENERAL INFORMATION
PART I - TERRITORY TO WHICH SCHEDULE APPLIES

ROCHESTER DISTRICT

Monroe County					Wayne County
City	Villages	Towns			Towns
Rochester	East Rochester	Brighton	Henrietta*	Penfield*	
	Hilton	Chili	Irondequoit	Perinton*	Walworth*
	Pittsford	Gates	Mendon*	Pittsford	Macedon*
	Webster	Greece	Ogden*	Webster	
			Parma*		

CANANDAIGUA-FINGER LAKES DISTRICT

Ontario County			
City	Villages	Towns	
Canandaigua	Bloomfield	Bristol	Hopewell*
	Holcomb	Canandaigua	Manchester*
	Manchester	East Bloomfield	South Bristol
	Shortsville	Farmington	Victor
	Victor		

LAKE SHORE DISTRICT

Wayne County			Cayuga County	
Villages	Towns		Villages	Towns
Red Creek	Butler	Savannah*	Cato	Cato
Sodus	Huron	Sodus	Fair Haven	Conquest
Sodus Point	Marion	Williamson	Meridian	Ira
Wolcott	Ontario	Wolcott		Sterling
		Rose		Victory

GENESEE DISTRICT

Allegany County			Livingston County	
Villages	Towns		Villages	Towns
Belmont	Allen	Friendship	Geneseo	Geneseo*
Bolivar	Amity	Genesee	Mr. Morris	Leicester*
Fillmore	Angelica*	Granger	Nunda	Mt. Morris*
Friendship	Belfast	Hume		Nunda
Richburg	Bolivar	Rushford		Portage
	Caneadea	Wirt		
	Clarksville			

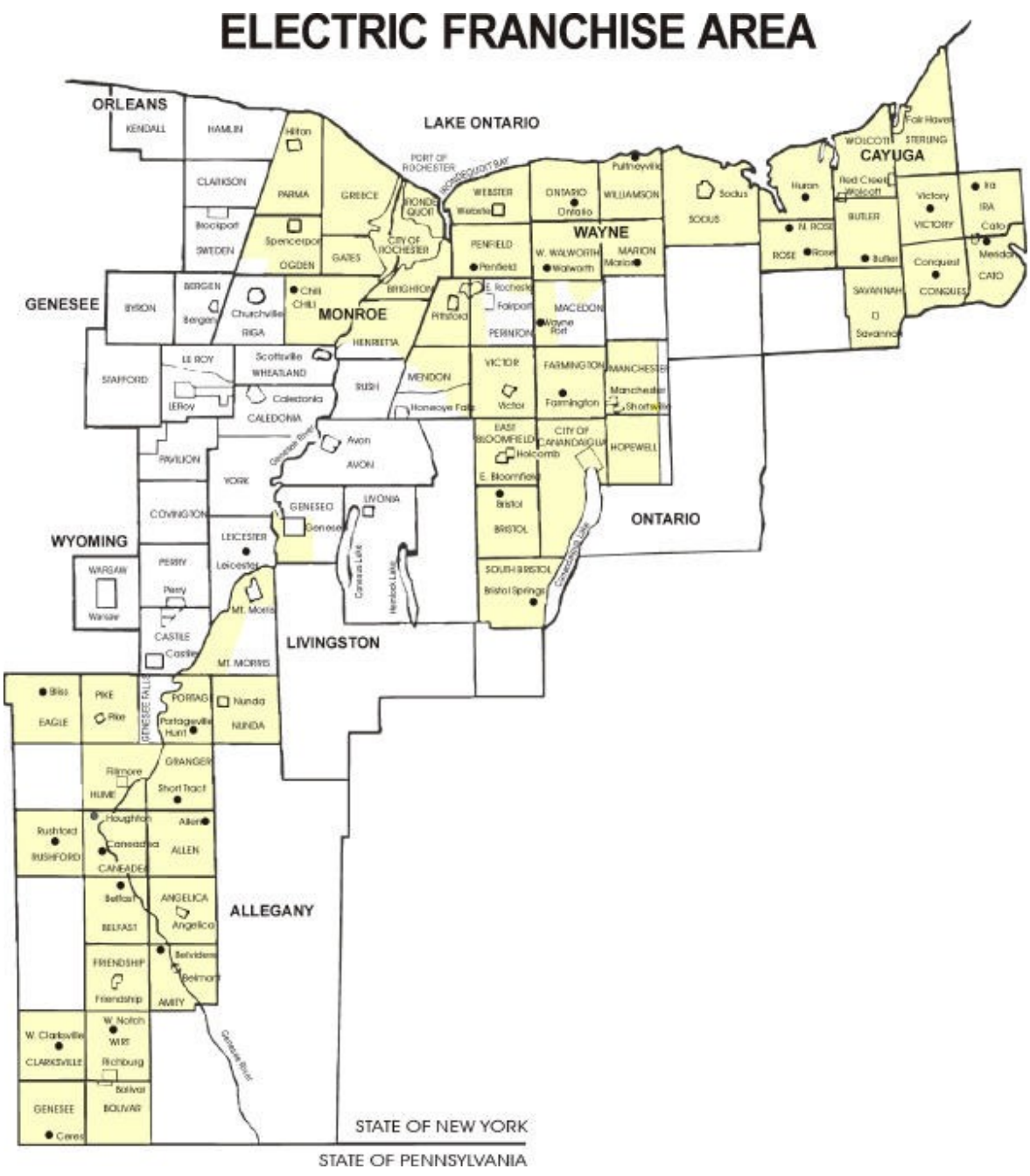
Wyoming County	
Village	Towns
Pike	Arcade*
	Eagle
	Genesee Falls *
	Pike

*Portion

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

GENERAL INFORMATION

PART I - TERRITORY TO WHICH SCHEDULE APPLIES (Cont'd)



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

GENERAL INFORMATION

PART II RULES AND REGULATIONS

1. DEFINITIONS AND ABBREVIATIONS

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

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

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

Aggregation: Receiving, validating and summing day-ahead forecasts for ESCOs.

Ancillary Services: Those services necessary to support the transmission of energy from generation resources to loads while maintaining reliability of the electric system. Ancillary Services are described and provided for in the NYISO (defined below).

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

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

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

Residing Applicant: A residing applicant is a person or governmental agency requesting electric service be provided where there is no service currently available, where that service shall be used at a premises that shall be occupied as the applicant's primary residence or, in the case of a governmental agency, occupied as a residence by an individual client.

Non-residing Applicant: A non-residing applicant is a developer, builder, person, partnership, association, corporation or governmental agency requesting electric service be provided where there is no service currently available, where that service shall be used in a residence occupied by others.

Appurtenant Facilities: The necessary and ancillary accessories to an electric line that enables the transportation and distribution of electric energy.

Arrears: Charges for service for which payment has not been made more than 20 calendar days after payment was due.

PART II RULES AND REGULATIONS

1. DEFINITIONS AND ABBREVIATIONS

Backbill: That portion of any bill, other than a budget bill, which represents charges not previously billed for service that was actually delivered to the customer during a period before the current billing cycle. A bill based on an actual reading rendered after one or more bills based on estimated or customer readings (commonly called a catch-up bill) which exceeds by 50% or more the bill that would have been rendered under the Company's standard estimation program is presumed to be a backbill.

Balancing and Settlement: Load Balancing and Settlement is the process of reconciling (1) scheduled deliveries of Electric Power Supply by an ESCO/DC to serve their own needs or those of Customers, to (2) total actual customer load of the ESCO or a DC's load, on an hourly basis. The NYISO provides energy imbalance service (also known as Balancing and Settlement) in accordance with the NYISO Market Services Tariff.

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

Business Days: Any Monday through Friday when the Company's business offices are open.

Capability Period: The periods defined by the NYISO for the purposes of determining Installed Capability requirements. The summer Capability Period includes the months of May through October. The winter Capability period includes all other months.

Capacity: Space on a pipeline allowing the Company or shippers to move gas from a receipt point to citygate for distribution on the Company's system.

GENERAL INFORMATION

PART II RULES AND REGULATIONS

1. DEFINITIONS AND ABBREVIATIONS

Combination Account: A common account for both gas and electric service for the purpose of combined gas and electric billing by the Company. A Combination Account is served under P.S.C. No. 16 - Gas and under this Schedule.

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

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

Compatible Meter: A meter suitable for the Company's metering, meter reading, and electrical infrastructure, as determined by the Company.

Control Area: In this Tariff, the Control Area is the Company's electric franchise area, as shown in Part I. More generally, a Control Area is an electric power system or combination of electric power systems to which a common automatic generation control scheme is applied in order to: 1) match, at all times, the power output of the generators within the electric power system(s) and capacity and energy purchased from entities outside the electric power system(s), with the load within the electric power system(s); 2) maintain scheduled interchange with other Control Areas, within the limits of Good Utility Practice; 3) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice; and 4) provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice.

Corporation: See Company.

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

Curtail: To reduce Distribution Service or Energy, Capacity, and/or Ancillary Service transactions.

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

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

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.

Dedicated Facilities: The equipment and facilities on the Company's transmission and/or distribution system necessary to permit operation of a distributed generation Unit in parallel with the Company's system.

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.

Deliveries: Energy delivered to the Company's Interconnection Point.

Demand Customer: A customer who is billed for demand charges.

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

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

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

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

Distributed Generation: A small generating facility, with a generator nameplate rating of 5 MW or less, (aggregated on the customer side of the point of common coupling) connected in parallel with the Company's utility distribution system.

Distribution Facilities: A system of poles, conduits, wires or cables, transformers, fixtures and accessory equipment for the distribution of electricity to the customers of the Company.

Distribution Line: A system of poles or conduits, wires or cables, transformers, fixtures and accessory equipment that is used or may reasonably be expected to supply service to more than one customer premises.

Distribution Point(s) of Delivery: Point(s) on the Distribution System where the Company delivers electric Energy.

Distribution Point(s) of Receipt/Receipt Point(s): Point(s) at which the Company receives electric energy on the Transmission and/or Distribution System from other sources.

GENERAL INFORMATION

PART II RULES AND REGULATIONS

1. DEFINITIONS AND ABBREVIATIONS

Distribution System: The facilities owned, controlled or operated by the Company that are used to provide electric Distribution Service under this Tariff.

Electric Power Supply: The electricity required to meet the Customer's needs, including energy, Energy Losses, Unaccounted for Energy ("UFE"), Capacity, Capacity Reserves, Capacity Losses, Ancillary Services, NYPA Transmission Access Charges ("NTAC") transmission project costs allocated to the Company under the NYISO tariff as approved by FERC, and a Supply Adjustment Charge. ESCOs/DCs are responsible for providing the full Electric Power Supply requirements of their customers.

Elementary Diagram: A One Line Diagram that also shows the connections of protection and control components. The devices in switching equipment are referred to by numbers based on a system adopted in IEEE C37.2.

Emergency Service Call: A request for service to be rendered by the Company involving an electrical power outage or interruption or a threat to the health or safety of property.

Energy: A quantity of electricity bid, purchased, sold, or transmitted over a period of time, and measured in Megawatthours (MWH) or kilowatthours (kWh). One MWH = 1,000 kWh.

Energy Losses: The unusable energy that results from the generation, transformation, transmission and distribution of Electric Power Supply to a Customer's meter. Unaccounted For Energy ("UFE") is also included.

Excess Line Extension: Distribution line facility needed to provide service to an applicant that is in excess of the line extension facilities required to be provided without contribution.

Farm Operation: The land and on-farm buildings, equipment, manure processing and handling facilities, and practices which contribute to the production, preparation and marketing of crops, livestock and livestock products as a commercial enterprise, including a "commercial horse boarding operation" as defined in Subdivision 11 of Section 301 of New York State Agriculture and Markets Law.

FERC: Federal Energy Regulatory Commission, or any successor agency thereto.

Force Majeure: A superior force, "act of God" or unexpected and disruptive event, which may serve to relieve a party from a contract or obligation.

Good Utility Practice: Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Hourly Meter: A meter that has the capability to register consumption and/or demand within specified periods of one hour or smaller in a given day.

Installed Capability: The verified and tested generating capacity available to meet the maximum system peak demand for the given capability period (including any NYISO required reserve margin). Installed capability may consist of both spinning and non-spinning reserves.

Integrated Energy Data Resource ("IEDR"): A centralized platform for collecting, integrating, managing, and accessing customer and system data.

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

GENERAL INFORMATION

PART II RULES AND REGULATIONS

1. DEFINITIONS AND ABBREVIATIONS

Kilowatt (kW): The electrical unit of power or rate of doing work. It is 1,000 watts, where a watt is the rate of energy transfer equivalent to one ampere flowing under a pressure of one volt at unity power factor. A Kilowatt is the common unit of electrical power consumption.

Kilowatthour (kWh): The basic unit of electric energy equal to one Kilowatt of power supplied to or taken from an electric circuit steadily for one hour. A Kilowatthour is the standard unit of measure for electricity.

Late Payment: Any payment made more than 20 calendar days after the date payment was due. Payment is due as specified by the Company on its bill, provided such date does not occur before personal service of the bill or three calendar days after the mailing of the bill.

Line: See "Distribution Line."

Load: A consumer of electric Energy and/or Capacity.

Load Factor: The ratio of the average consumption to maximum consumption for a given time period.

Load Shedding: The systematic reduction of system demand by temporarily decreasing load consumption in response to Distribution System or area Capacity shortages, system instability, or voltage control considerations.

Make-Whole Charge or Make-Whole Rate: In accordance with Public Service Commission Order issued October 12, 2023 in Case 22-E-0319, the Make-Whole Energy Charge/Make-Whole Rate recovers shortfalls in delivery revenues such that the Company and their customers would be in the same position had Rate Year 1 rates gone into effect on May 1, 2023. The Make-Whole Energy Charge/Make-Whole Rate commences November 1, 2023 and remains in effect through April 30, 2026.

Marketer: An Energy Services Company ("ESCO").

Megawatt ("MW"): 1,000 Kilowatts.

Megawatthour ("MWH"): 1,000 Kilowatthours.

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

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

New Construction: The installation of new electric distribution lines, service lines and appurtenant facilities on any Right-of-Way where no such electric distribution line exists, and may also include (in connection with such installation) the addition of appurtenant facilities (other than replacement facilities) to existing distribution lines. Comment: The installation of a new facility parallel to and on the same Right-of-Way as an existing underground facility also constitutes the new construction of such facility.

GENERAL INFORMATION

PART II RULES AND REGULATIONS

1. DEFINITIONS AND ABBREVIATIONS

New Customer: A customer who was not the last previous customer at the premises to be served, regardless of whether such customer previously was or is still a customer of the Company at a different location.

New York Independent System Operator ("NYISO"): An organization formed under FERC approval to provide equal access to the transmission system of New York State and to maintain system reliability, and any successor organization thereto.

New York State Reliability Council ("NYSRC"): An organization established by agreement among the transmission owners of New York State to promote and maintain the reliability of the New York State power system.

GENERAL INFORMATION

PART II RULES AND REGULATIONS

1. DEFINITIONS AND ABBREVIATIONS

New York State Transmission System: The entire New York State electric transmission system as defined in the NYISO Transmission Tariffs.

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

Non-Spinning Reserves: Generation not connected to the system but capable of being brought on-line to serve additional demand within a specified period of time.

North American Electric Reliability Council ("NERC"): A council formed in 1968 to promote the reliability and adequacy of the bulk power supply by the electric systems of North America.

Northeast Power Coordinating Council ("NPCC"): One of nine NERC regions. Its purpose is to promote maximum reliability and efficiency of electric service in the interconnected systems of the signatory parties by extending the coordination of their system planning and operating procedures.

NYISO Open Access Transmission Tariff ("NYISO OATT"): The tariff filed with and approved by FERC as the same may be revised, modified, amended, clarified, supplemented or superseded, that sets forth the rates, terms and conditions under which the NYISO provides open access transmission service.

NYISO Tariffs: The NYISO OATT (defined above) and the NYISO Market Services Tariff, as well as NYISO technical bulletins, procedures and any other guidelines issued by the NYISO that set forth the rates, terms and conditions under which the NYISO provides open access transmission services.

One Line Diagram: A diagram which shows by means of single lines and graphic symbols, the connections between major three phase components of a generation station or substation.

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

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

Parallel Generation Facilities: Power producing equipment connected to the electric system and operated in conjunction with the Company's electric transmission and distribution system.

Parties: The Company and the ESCO receiving service under this Tariff.

Payment: Is considered to be made on the date when it is received by the Company or one of its authorized collection agents.

Point of Supply: The point (or connection) where the Company's Distribution Lines and/or Company-owned Service Lines end and the Customer-owned facilities begin.

Power Exchange ("PE"): A company to provide a vehicle through which buyers and sellers may participate in the markets for Energy, Capacity and Ancillary Services. PE's may be formed after establishment of the NYISO.

GENERAL INFORMATION

PART II RULES AND REGULATIONS

1. DEFINITIONS AND ABBREVIATIONS

Power Quality: Concerns of voltage deviations, harmonic distortions and power interruptions experienced by the Customer or Company that can damage, or adversely affect operation of, Customer or Company equipment.

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

Public Service Commission ("PSC"): New York State Public Service Commission, or any successor organization thereto. A state regulatory body with authority over electric, gas, communications, water, and cable utilities in New York State. It is charged by law with ensuring that safe and reliable service is made available at reasonable rates while, at the same time, allowing the utility the opportunity to earn a return on its investment that is sufficient to maintain its credit and enable it to continue raising the capital necessary to provide satisfactory service in the future.

Qualification: The process by which an ESCO or a DC receives approval to serve Customers under the terms of this Tariff.

Radial Distribution Feeder: A Distribution line that branches out from a substation and is normally not connected to another substation or another circuit sharing the common supply.

Radial Transmission Line: A subtransmission line that is used to supply power from a source station to one or more distribution stations for the purpose of delivering energy to customers.

Reactive Demand: Demand of an installation or system is the load at the receiving terminals averaged over a specified period of time. Reactive demand is the magnetizing component of power required by the circuit. The reactive unit of measure of electric power is referred to as voltamperes or VARS.

Reconciliation: Reconciling the total of all retail Loads in the Control Area with metered total Control Area Loads on an hourly basis.

Residential Subdivision: A tract of land divided into five or more lots for the construction of five or more new residential buildings, or the land on which new multiple occupancy buildings are to be constructed, the development of either of which if required, has been approved (or was required to be approved) by governmental authorities having jurisdiction over land use.

Right-of-Way: A right to pass over, occupy or use another's land for placing and maintaining utility facilities.

Seasonal Customer: A customer who applies for and receives electric service periodically each year, intermittently during the year, or at other irregular intervals.

Seasons:
Summer: June 1 - September 30, inclusive
Winter: December 1 - February 28/29, inclusive
Base: All other days

GENERAL INFORMATION

PART II RULES AND REGULATIONS

1. DEFINITIONS AND ABBREVIATIONS

Service Class Load Profiles: The electric power consumption (kWh) as measured in one hour intervals, statistically valid for a specified service classification of Customers.

Service Entrance: Customer's wiring from the point of attachment or termination of the service lateral to and including the main service switch on the customer's premises.

Service Lateral: A system of conductors and equipment for delivering electricity from the Company's distribution system to the customer's wiring system of a single building or customer premises.

Service Line: See "Service Lateral".

Service Point: The Service Point shall normally be at the connection point between the Company's Service Line and the Service Entrance; or, if the Service Line is not owned by the Company, the Service Point is the connection point of the Company's Distribution System to the Customer's or Applicant's Service Line. If both the Customer or Applicant and the Company own a portion of the Service Line, the Service Point is the connection between the Company's portion and the Customer's or Applicant's portion.

Service-Point-Related Charges: Charges for Company services for which the price is calculated based on the number of Service Points, Kilowatthours or Energy consumed, or Kilowatts of demand.

Spinning Reserves: Unloaded generation, which is synchronized to the system and ready to serve additional demand.

Standard Load: Load served at RG&E's standard tariff rates, terms and conditions.

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

Surcharge: A charge payable by the customer to the Company in addition to the charge for electricity under the applicable service classification.

System Impact Study: An engineering study performed for the purpose of evaluating a proposed distributed generation design for conformance with the interconnection requirements and the standards for transmission and distribution planning. This study also assesses the impact of the proposed design on the safety and reliability of the distribution and transmission system. It also shall identify necessary system modifications to accommodate the proposed design, or limitations on the operation of the generation facility.

Tampered Equipment: Any service related equipment that has been subjected either to unauthorized interference so as to reduce the accuracy or eliminate the measurement of a utility's service, or to unauthorized connection occurring after a utility has physically disconnected service.

GENERAL INFORMATION

PART II RULES AND REGULATIONS

1. DEFINITIONS AND ABBREVIATIONS

Trading Partner Agreement: The agreement that governs and applies only to data communications transmitted between RG&E and the ESCO/DC in connection with EDI and Rule 11, General Retail Access – Multi-Retailer Model.

Transmission Line: A set of overhead and/or underground conductors and associated equipment (poles, switches, breakers, etc.) that are used for the purpose of transporting bulk quantities of power between stations. Power flow can be in either direction.

Transmission Provider: The entity which operates the New York State Transmission System for the delivery of capacity and energy. Under this Tariff, the Transmission Provider is the New York State Independent Operator (NYISO).

Transmission Service: Point-To-Point, Network Integration, or Retail Access Transmission Service as provided for under the NYISO's OATT.

Transmission System: The facilities operated by the NYISO that are used to provide Transmission Service.

Unforced Capacity ("UCAP"): Power supply resources (maximum realizable generator capabilities adjusted for forced outage rates, also may include special case resources) obtained by an ESCO/DC to meet the peak load the ESCO/DC shall serve in a given Obligation Procurement Period.

Unforced Capacity Losses ("UCAP Losses"): The unusable energy and associated capacity that results from the generation, transformation, transmission and distribution of energy to meet peak load.

Unforced Capacity Reserves ("UCAP Reserves"): Power supply resources (maximum realizable generator capabilities adjusted for forced outage rates, also may include special case resources) in excess of the system peak load required by the NYISO. The UCAP Reserves amount is set annually by the New York State Reliability Council ("NYSRC") or the NYISO.

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

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

Unit: A distributed generation facility located on the Customer's premises at the time the Company approves such facility for operation in parallel with the Company's system.

Utility: Rochester Gas and Electric Corporation (the Corporation) (the Company) (RG&E).

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

VSR: A visually significant resource which is:
(1) Designated primarily or exclusively because of its exceptional, outstanding, significant, special or unique scenic quality pursuant to State or Federal enabling legislation, and
(2) Listed in 16 NYCRR 99.2(h).

GENERAL INFORMATION

PART II RULES AND REGULATIONS

1. DEFINITIONS AND ABBREVIATIONS

Wholesale Distribution Service ("WDS"): service provided by the Company pursuant to the Company's Wholesale Distribution Service tariff on file with the Federal Energy Regulatory Commission ("FERC"), at such time that the WDS tariff becomes effective.

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

Abbreviations:

kW	-	Kilowatt(s) (1,000 watts of power)
kWh	-	Kilowatthour(s) (one kilowatt for one hour)
kV	-	Kilovolt (1,000 volts)
kVA	-	Kilovolt-ampere (volts times amperes in thousands)
kvar	-	Reactive kilovolt-ampere
MW	-	Megawatt
MWH	-	Megawatthours
DPS	-	Department of Public Service
FERC	-	Federal Energy Regulatory Commission
GAAP/FASB	-	Generally Accepted Accounting Principles/Financial Accounting Standards Board
NERC	-	North American Electric Reliability Council
NPCC	-	Northeast Power Coordinating Council
NRC	-	Nuclear Regulatory Commission
NYISO	-	New York Independent System Operator
NYPA	-	New York Power Authority, or the Power Authority of the State of New York
NYSRC	-	New York State Reliability Council
PSC	-	Public Service Commission
PE	-	Power Exchange
16 NYCRR	-	Title 16 of the Codes, Rules and Regulations of the State of New York. Numerical suffix denotes section or part.

GENERAL INFORMATION

2. HOW TO OBTAIN SERVICE

A APPLICATION FOR SERVICE

(1) Residential:

(a) Application

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

(i) There are arrears at the premises to be served and service was terminated for nonpayment or is subject to a final notice of termination; or

(ii) There is evidence of meter tampering or theft of service; or

(iii) The meter has advanced and there is no customer of record; or

(iv) The application is made by a third party on behalf of the person(s) who would receive service.

(v) Service will be rendered under a general service classification.

Whenever a written application for residential service is required, the Company shall so notify the applicant as soon as practicable after the request for service is made, and in no event more than two business days after such request, and shall state the basis for requiring a written application. A written application may require the submission of information required in an oral application and reasonable proof of the applicant's identity and responsibility for service at the premises to be served. All residential applicants that meet the conditions for requiring a written application may be asked to produce positive identification. Should the residential applicant refuse to provide positive identification, service may be denied to such applicants, pursuant to 16 NYCRR 11.3 or a deposit may be required pursuant to Rule 2.B.1.

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

No application or contract shall be modified or affected by any promise, agreement, or representation of any agent or employee of the Company which is not in conformance with the tariffs.

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

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

A. APPLICATION FOR SERVICE (Cont'd)
(1) Residential: (Cont'd)

(b) Former Indebtedness Paid - Residential

The Company shall not be obligated to provide service to a residential applicant who owes the Company money for residential service provided to a prior account in his or her name unless:

(i) The applicant makes full payment for residential service provided to any such prior account in his or her name; or

(ii) The applicant agrees to make payments under a deferred payment plan of any amounts due for service to a prior account in his or her name; or

(iii) The applicant has pending a billing dispute with respect to any amounts due for service to a prior account in his or her name and has paid any amounts required to be paid; or

(iv) The applicant is a recipient of, or an applicant for, public assistance, supplemental security income benefits or additional state payments pursuant to the Social Services Law, and the Company receives from an official of the social services district in which the applicant resides, or is notified by such an official that it is entitled to receive, payment for services due to a prior account in the applicant's name together with a guarantee of future payments to the extent authorized by the social services law; or

(v) The Commission or its authorized designee directs the provision of service.

(c) Obligation to Serve - Residential

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

(i) Where prevented by labor strikes or precluded by law;
(ii) where precluded by consideration of public safety;
(iii) where the applicant fails to pay, or agree in writing to pay, reasonably chargeable material and installation costs relating to temporary or permanent line extensions or service laterals as required by this tariff or fails to comply with the Residential Insulation Standards contained herein; or
(iv) where precluded by physical impediments including:
- adverse weather conditions;
- inability to gain access to premises in the possession of the applicant or others;
- incomplete construction of necessary facilities by the applicant or inspection thereof by the appropriate authorities; or
- incomplete construction of necessary facilities by the Company; or

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

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

A. APPLICATION FOR SERVICE (Cont'd)
(1) Residential: (Cont'd)

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

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

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

(d) Denial of Service – Residential

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

(e) Continuation of Service - Residential

Whenever a residential customer moves to a different dwelling within the service territory of the Company and for which the Company's tariff specifies a residential rate, and requests utility service within 60 days, he or she shall be eligible to receive service at the different dwelling, subject to Rule 2.A.(1)(a) and (b) above, and such service will be considered a continuation of service in all respects, with any deferred payment agreement honored, and with all rights provided, however, that such customer's prior service was not terminated for nonpayment, meter tampering or theft of services.

(f) Residential Penalty

If the Company fails to initiate residential service within the time required by this section it will forfeit and pay to the applicant the sum of $25.00 per day for each day that service is not supplied unless the Public Service Commission finds that the Company had good cause for not initiating service in the required time.

GENERAL INFORMATION

2. HOW TO OBTAIN SERVICE (Cont'd)

A. APPLICATION FOR SERVICE (Cont'd)

(2) Nonresidential:

(a) Application

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

(i) Provide appropriate documentation to verify the information provided on the written application, including establishment of responsibility for the service as owner or occupant, the correct service classification, and the person who controls access to the meter;

(ii) Comply with the Company's tariff or any applicable state, city or local laws or ordinances;

(iii) Fulfill any applicable requirements of obtaining service found in Rules 2.A.(2)(a) and 2.B. of this tariff relating to line extension and service.

(iv) Fulfill any applicable requirements of 16 NYCRR 98 and 99; and

(v) Make full payment for all amounts due and payable that are not the subject of a pending billing dispute (pursuant to 16 NYCRR 13.15) or of an existing deferred payment agreement that is in good standing. This includes:

(aa) Service provided and billed in accordance with 16 NYCRR 13.11 to prior accounts and current accounts in the applicant's name or other accounts for which the applicant is legally responsible; or

(bb) Other tariff fees, charges or penalties; or

GENERAL INFORMATION

2. HOW TO OBTAIN SERVICE (Cont'd)

A. APPLICATION FOR SERVICE (Cont'd)

(2) Nonresidential (Cont'd)

(a) (Cont'd)

(v) (Cont'd)

(cc) Any reasonably chargeable material or installation costs relating to temporary or permanent line or main extensions or service laterals as authorized under 16 NYCRR 98 and required by the Company's tariff, provided the costs are itemized and given to the applicant in writing; or

(dd) Any special service charges as applicable under the Company's tariff, provided the charges are itemized and given to the applicant in writing; or

(ee) A security deposit if requested by the Company in accordance with Rule 2.B.

The Company shall provide service to any accepted applicant whose application for service was previously denied solely for failure to make full payment as provided in 2.A(2)(a) (v) above, as soon as reasonably possible, but no later than three business days, or such later time as may be specified by the applicant, after payment is made, or ten calendar days of the receipt of the original application, whichever is later, except as provided in Rule 2.A.(2)(c).

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

(b) Former Indebtedness Paid -Non-Residential

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

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

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

A. APPLICATION FOR SERVICE (Cont'd)

(2) Nonresidential (Cont'd)

(c) Obligation to Serve - Non-Residential

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

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

The Company shall make reasonable efforts to eliminate conditions preventing extensions of service and will pursue completion of any facilities it must construct with due diligence. The Company shall provide service to any accepted applicant whose application for service was previously denied solely for failure to make full payment as provided in Rule 2.A.(2)(b), as soon as reasonably possible, but no later than three business days, or such later time as may be specified by the applicant, after payment is made, or ten calendar days after receipt of the original application, whichever is later, except as provided above.

(d) Denial of Service – Non-Residential

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

(3) Forms - Residential and Non-Residential:

Forms of the applications, together with the schedule of rates, rules, and regulations, are made available upon request. Where more than one Service Classification is applicable, the applicant shall select a classification upon which his service will be based.

(4) Retail Access Service:

New residential or non-residential Customers wishing to initiate electric service may contact the Company or an alternative non-utility supplier (referred to herein as an ESCO). The process for applying for service from the Company is set forth above; however, the process for initiating service through an ESCO is set forth in Rule 11, General Retail Access - Multi Retailer Model.

GENERAL INFORMATION

2. HOW TO OBTAIN SERVICE (Cont'd)

(5) Customer Consent to Contact:

a. By accepting electric service from the Company pursuant to the terms of this tariff, the customer hereby expressly consents to receive autodialed and prerecorded/automated calls and texts (collectively, "calls") closely related to the utility service, unless the customer opts out as described below.

b. Such calls shall be limited to calls that warn/inform the customer about planned or unplanned service outages; provide updates about service outages or service restoration; ask for confirmation of service restoration or information about lack of service; provide notification of meter work, or other field work that affects the customer's utility service; notify customer of possible eligibility for subsidized or lower-cost services due to certain qualifiers such as, *e.g.*, age, low income or disability; or relate to handling, servicing, and billing for the customer's account. Calls may include contact from companies working on the Company's behalf to service the customer's account. Message and Data rates may apply.

c. The customer may stop/opt out of these types of messages by contacting the Company to request removal of their phone number using the following:

RG&E:
Customer Service (1-800-743-2110)
Via email to: customer_service@rge.com
Via regular mail to the following address: Rochester Gas and Electric Corporation, Attention Customer Service, 89 East Ave, Rochester, NY 14649-0001

GENERAL INFORMATION

2. HOW TO OBTAIN SERVICE (Cont'd)

Reserved for Future Use

GENERAL INFORMATION

2. HOW TO OBTAIN SERVICE (Cont'd)
Reserved for Future Use

GENERAL INFORMATION

2. HOW TO OBTAIN SERVICE (Cont'd)

B. CUSTOMER DEPOSIT

(1) Deposit Requirements

Residential

(a) The Company may require a customer deposit from:
  (i) Seasonal or short-term customers taking service for a term that does not exceed one year; or
  (ii) Applicants who do not provide proof of their identity upon application for service; or
  (iii) A customer as a condition of receiving service if such customer is delinquent in payment of their utility bills. A customer is delinquent for the purpose of a deposit assessment if such customer:
    (aa) Accumulates two consecutive months of arrears without making reasonable payment, defined as ½ of the total arrears, of such charges before the time that a late payment charge would become applicable, or fails to make a reasonable payment on a bi-monthly bill within 50 days after the bill is due; provided the Company requests such deposit within two months of such failure to pay; or
    (bb) Had service terminated for non-payment during the preceding six months.

Customers included in Rule 2.B.1 shall be provided a written notice, at least 20 days before the deposit is assessed, that failure to make timely payments shall permit the Company to require a deposit from such customer. If a deposit from a customer who is delinquent by virtue of his or her failure to make a reasonable payment of arrears, is required, the Company shall permit such customer to pay the deposit in installments over a period not to exceed 12 months.

Non-residential

(a) The Company may require a customer deposit from any new customer or from an existing customer:
  (i) Who is delinquent. A customer is delinquent for the purpose of deposit assessment if two or more late payments were made within the previous 12 month period; or
  (ii) Whose financial condition is such that it is likely that the customer may default in the future; provided, however, the Company must have reliable evidence of such condition; such as reports from accepted financial reporting services, or credit reporting agencies; or
  (iii) Who has filed for reorganization or bankruptcy; or
  (iv) Who has been rendered a backbill within the last 12 months for previously unbilled charges for service through tampered equipment.

GENERAL INFORMATION

2, HOW TO OBTAIN SERVICE (Cont'd)

B. CUSTOMER DEPOSIT (Cont'd)

(1) Deposit Requirements (Cont'd)

Non-residential (Cont'd)

(b) The Company shall offer an existing customer, from whom a deposit is required under Rule 2.B.(1)(a)(i) or (ii), the opportunity to pay the deposit in three installments, 50% down and two monthly payments of the balance.

(c) A request for a deposit or deposit increase shall be in writing and shall advise the Customer:

(i) why the deposit is being requested;
(ii) how the amount of the deposit was calculated;
(iii) that the deposit is subject to later upward or downward revision based on the Customer's subsequent billing history;
(iv) that the Customer may request that the Company review the account in order to assure that the deposit is not excessive;
(v) the circumstances under which the deposit shall be refunded;
(vi) that the Customer shall receive annual notice of the interest credited to the account;
(vii) about the available deposit alternatives; and
(viii) that for an existing customer from whom the deposit is being requested because of delinquency or financial condition, the deposit may be paid in three installments.

(d) The Company shall issue to every customer from whom a deposit is obtained, a receipt showing the date, the account number, the amount received, the form of the payment, and shall contain a notice explaining the manner in which interest shall accrue and be paid and that the receipt is neither negotiable nor transferable.

GENERAL INFORMATION

2. HOW TO OBTAIN SERVICE (Cont'd)

B. CUSTOMER DEPOSIT (Cont'd)

(2) Deposit Calculations

Residential

Deposits from applicants and customers may not exceed two times the estimated average monthly bill for a calendar year, except in the case of space heating customers, where deposits may not exceed twice the estimated average monthly bill for the heating season to secure payment for services actually rendered, or for the rental of fixtures, instruments and facilities actually supplied.

Non-Residential

Deposits from applicants and customers may not exceed twice the average monthly bill, except in the case of customers whose usage varies widely such as space heating or cooling customers, or certain manufacturing and industrial processors, where the deposit will not exceed the cost of twice the average monthly usage for the peak season, except:

(a) In the case of an existing customer who has 12 months or more of billing history, the amount of the deposit will be based on service used during the previous 12-month period as evidenced by the billing history.

(b) In the case of a new customer or a customer with less than 12 months of billing history, the amount of the deposit will be based on one or more of the following, as available:

(1) the billing history of the customer;
(2) information provided in the application by the customer about the expected load and use of service;
(3) information contained in a load study of the premises prepared by the utility; and
(4) the billing history of the previous customer, provided there have been no significant changes in the load.

GENERAL INFORMATION

2. HOW TO OBTAIN SERVICE (Cont'd)

Reserved for Future Use

GENERAL INFORMATION

2. HOW TO OBTAIN SERVICE (Cont'd)

B. CUSTOMER DEPOSIT (Cont'd)

(3) Deposit Review

Non-Residential

The Company shall, at the first anniversary of the receipt of the deposit and at least biennially thereafter, review the billing history of every customer who has a deposit with the Company, to assure the amount of the deposit conforms with Rule 2.B.(2)(c). The Company reserves the right to review the deposit at any other time at the Company's option.

(a) If a review shows that the deposit held falls short of the amount the Company may require by 25% or more, the Company may require the payment of a corresponding additional deposit amount from the customer.

(b) If a review shows that the deposit held exceeds the amount the Company may lawfully require by 25% or more, the Company shall refund the excess deposit to the customer in accordance with Rule 2.B.(2).

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

(4) Deposit Alternatives
The Company shall accept deposit alternatives which provide a level of security equivalent to cash, such as irrevocable bank letters of credit and surety bonds.

GENERAL INFORMATION

2. HOW TO OBTAIN SERVICE (Cont'd)

B. CUSTOMER DEPOSIT (Cont'd)

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

(a) Interest to residential customers shall be paid upon the return of the deposit, or where the deposit has been held for a period of one year, the interest shall be credited to the customer on the first billing for service rendered after the end of such period.

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

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

(6) Deposit Return
The Company has the right to require a future deposit in the event that the customer thereafter becomes delinquent.

Each depositor, upon ceasing to be a customer, shall promptly receive a refund of such deposit and all interest thereon not theretofore refunded or credited, upon surrendering the deposit certificate (or submitting satisfactory proof of the right to receive the deposit) and upon payment of all bills for which such deposit is security.

(a) A residential customer shall promptly receive such refund of the deposit as stated herein by reason of non-delinquency for a one-year period from the payment of the deposit.

(b) For non-residential customer:

i. The Company shall return a non-residential deposit or portion thereof plus the applicable interest in accordance with Rule 2.B.(3), as soon as reasonably possible, but no more than 30 calendar days after:

(1) the day an account is closed;

(2) the issuance date of the first cycle bill rendered after a three year period during which all bills were timely paid, provided there is no other basis for the Company to request a deposit under non-residential subparagraph Rule (1)(a) of this section; or

(3) a review pursuant to Rule 2.B. of this section shows that deposit reduction is warranted.

GENERAL INFORMATION

2. HOW TO OBTAIN SERVICE (Cont'd)

B. CUSTOMER DEPOSIT (Cont'd)

(6) Deposit Return (Cont'd)

(c) A deposit or portion thereof plus the applicable interest that is subject to return under Rule 2.B.

(1) will be credited to the account it secured in the amount of any outstanding charges;

(2) may be credited to the account it secured in the amount of the next projected cycle bill, if applicable; and

(3) may be credited to any other account of the customer not secured by a deposit, in the amount of the arrears on that account.

(d) If a balance remains after the Company has credited the customer's account(s) in accordance with Rule 2.B., a refund check shall be issued to the customer.

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

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

(7) Termination of Service:
A deposit shall not affect any right of the Corporation to terminate service to a customer.

(8) Residential Customers on Assistance Programs:
The Company shall not require any person it knows to be a recipient of public assistance, supplemental security income, or additional State payments to post a security deposit, nor shall it require or hold a deposit from any residential applicant or customer it knows is 62 years of age or older unless such customer has had service terminated by the Corporation for nonpayment of bills within the preceding six months.

(9) New Applicant Deposit Complaint:
The Corporation will extend service to any new applicant for service who has initiated a complaint on a deposit requested by the corporation and will continue to supply service during the pendency of the complaint, provided that the applicant keeps current on bills for service rendered and pays a reasonable amount as a deposit if the complaint challenges only the amount requested.

GENERAL INFORMATION

2. HOW TO OBTAIN SERVICE (Cont'd)

C. APPROVAL OF INSTALLATION

Before service is supplied at any location, a Certificate of approval from a competent inspection body, and/or any legally constituted authorities having jurisdiction, must be furnished by each applicant. The customer's electric equipment must be maintained according to the rules of the National Electric Code and the rules and regulations of the Company. If additional wiring or equipment is installed on such premises, the customer shall notify the Company, before its connection to the Company's service, and secure approval as indicated above.

As a guide for the applicant or the electrical contractor regarding an installation, the Company has prepared "Requirements for the Installation of Electric Services and Meters", copies of which are on file at the local offices. As issued and as modified from time to time, these specifications shall be enforced.

D. ACCESS TO PREMISES

(1) Any employee or agent of the Company who exhibits a photo-identification badge and written authority as provided in Section 65(9) of the Public Service Law has the authority, to enter at all reasonable times the Customer's premises supplied with gas for the purpose of:
   (a) reading a meter to ascertain the quantity of electricity supplied; and
   (b) inspecting and examining the meters, wires and works for supplying electricity. Inspecting and examining the meters, wires and works for supplying electricity to residential customers is limited to a non-holiday workday between 8 a.m. and 6 p.m., or at such other reasonable times as requested by a customer except
      (i) inspection and examination of any such equipment where an emergency may threaten the health and safety of a person, the surrounding area, or the Company's distribution system; or
      (ii) inspection and examination of any such equipment may be conducted between the hours of 8 a.m. and 9 p.m. on any day when there is evidence of meter tampering or theft of services.

A properly identified employee authorized to inspect and examine apparatus, may not enter a locked premises without the permission of the person lawfully in control on the premises, nor use any manner of force to carry out inspection and examination, except when an emergency may threaten the health or safety of a person, the surrounding area, or the Company's distribution system, or where authorized by a court order.

(2) Duty to Inspect:
The Company shall conduct a field inspection of non-residential apparatus as soon as reasonably possible and within 60-calendar days, except where prevented by circumstances beyond the Company's control when there is:
   (a) A request contained in a service application; or
   (b) A reasonable customer request; or
   (c) The issuance of a field inspection order in accordance with a Company bill review procedure; or
   (d) Notification from any reasonable source that service may not be correctly metered; or
   (e) A directive by Commission or its authorized designee.

GENERAL INFORMATION

2. HOW TO OBTAIN SERVICE (Cont'd)

D. ACCESS TO PREMISES (Cont'd)

(3) Meter Testing:
The Company shall maintain and test Company- or customer-owned meters according to the Company's internal operating practices and the PSC's rules and regulations. Customers may request the Company to make special, unscheduled tests of the accuracy of an installed meter at the customer's expense. The Company may elect to test the meter in place at the customer's site or at the Company central test facility.

(4) Penalty:
A non-residential customer or any other person, at any time, who directly or indirectly prevents or hinders a duly authorized officer or agent of this Company from entering the premises or from making an inspection or examination at any reasonable time, may be billed a $100.00 penalty charge for each such offense as provided in Section 65(9)(b) of the Public Service Law.

(5) Other Rights:
Nothing contained in this section shall be construed to impair the Company's rights as to any other person who prevents access to the Company – or customer-owned meters and/or equipment.

GENERAL INFORMATION

2. HOW TO OBTAIN SERVICE (Cont'd)

E. SUBMETERING OF ELECTRIC SERVICE

(1) General

Except as provided for under Rule 2.E.(2) and 2.E.(3), electric service shall not be supplied under any Service Classification of this Schedule for resale, remetering (or submetering) or other redisposition. On and after January 1, 1977, residential dwelling units shall be separately metered. Electric service shall not be provided to rent-inclusive residential buildings where the internal wiring has not been installed prior to January 1, 1977.

a) Master Metering Option for Senior Living Facilities Senior Living Facility, Defined: A Senior Living Facility ("SLF") is defined as a housing facility for senior citizens where the configuration resembles traditional apartment units. An SLF, by itself, serves the particular needs of senior citizens, with most or all services provided for a monthly fee.

Master Metering Option: A SLF being newly constructed, may choose master metering of the entire facility instead of having each dwelling unit separately metered.

Conversion: A SLF that was constructed with each dwelling unit separately metered may convert the facility's metering configuration to master metering. All costs associated with a conversion shall be borne by the SLF. Any costs incurred by the Company to accommodate the conversion shall be charged to the SLF in accordance with the provisions of Section 4.G of this Schedule, Charges for Special Services.

(2) Non-Residential

A customer may purchase electricity for resale under any service classification of this rate schedule that would be applicable if such electricity were not for resale and said customer may resell the electricity purchased to tenants on an individually metered basis subject to approval by the Public Service Commission in response to individual proposals concerning electric service furnished to:

A. Master metered, new or renovated non-residential buildings; and to commercial tenants who receive directly metered service; and

B. Commercial occupants of cooperatives, condominiums, campgrounds, recreational trailer parks or recreational marinas whose occupants were purchasing individually metered electric service on May 21, 1980.

GENERAL INFORMATION

2. HOW TO OBTAIN SERVICE (Cont'd)

E. SUBMETERING OF ELECTRIC SERVICE (Cont'd)

(3) Submetered Multi-unit Residential Premises
Submetering, remetering, or resale of electric service shall be permitted as provided in subparagraphs (a) through (d) of this Rule.

(a) Electric service shall only be provided to a multi-unit residential premises in which individual dwelling units in the premises receive submetered electric service if the submetering
  (i) is and continues to be authorized by PSC order where a PSC order was necessary;
  (ii) is and continues to be consistent with any conditions imposed by such order; and
  (iii) is and continues to be consistent with 16 NYCRR Part 96.

(b) Existing Direct Metered Multi-unit Residential Premises
  (1) Electric service provided to individual residential units in existing multi-unit residential premises through direct metering may not be discontinued or replaced by master metering unless a Petition to Submeter is filed that:
    (i) complies with the applicable requirements of 16 NYCRR 96.5 and 96.6;
    (ii) seeks to convert such premises from direct metering to master-metering with submetering; and
    (iii) demonstrates that the building or complex for which master metering with submetering is sought shall participate in building level demand response programs or shall employ on-site co-generation plant or an alternative, advanced energy efficiency design, the conversion to submetering may be authorized by the PSC.
  (2) All costs associated with a conversion to master metering shall be borne by the customer converting to master metering. Such costs shall be determined in accordance with Rule 4.G. Charges for Special Services.

(c) Assisted Living and Senior Living Facilities
  (1) Assisted Living and Senior Living Facilities may be exempted from residential individual metering requirements if they meet all of the following criteria:
    (i) The applicant shall submit sufficient documentation to enable the Company to determine the applicant's eligibility as an Assisted Living or Senior Living Facility.
      (aa) An Assisted Living Facility is a multi-unit residential premises, identified as assisted living facilities and certified by the NYS Department of Health.

GENERAL INFORMATION

2. HOW TO OBTAIN SERVICE (Cont'd)

E. SUBMETERING OF ELECTRIC SERVICE (Cont'd)

(3) Submetered Multi-unit Residential Premises (Cont'd)

(bb) A Senior Living Facility is a multi-unit residential premises in which energy-efficient housing or other services are provided, and shall be provided in the future, to resident senior citizens.

(ii) The Company shall inform the applicant if such documentation is insufficient to determine eligibility. Within 30 days of receipt of adequate documentation, the Company shall notify the applicant of its eligibility or ineligibility for master metering.

(2) All costs associated with a conversion to master metering shall be borne by the customer converting to master metering. Such costs shall be determined in accordance with Rule 4.G. Charges for Special Services.

(3) Assisted Living and Senior Living Facilities that no longer meet the above criteria or desire to convert to a different use shall no longer be exempt from individual metering requirements and shall either convert to individual metering or petition the PSC for approval of an alternative means of receiving electric service.

(d) Campgrounds, Recreational Trailer Parks, Marinas, and Parking Facilities
Electric service may be provided to the facility owner or operator of campgrounds, recreational trailer parks, marinas and parking facilities for redistribution to individual campsites, trailer, boat hookups, or plug-in electric vehicle charging stations with or without submetering. Master metering and submetering, at the facility owner's or operator's option, may be installed and used for billing without PSC approval and are not subject to submetering service conditions.

(4) Submetering in Master-metered Residential Cooperatives and Condominiums
Master-metering with submetering in residential cooperatives or condominiums shall be authorized:

(a) after filing a Notice of Intent to Submeter which includes the information, descriptions, plans, forms, certifications, and other materials and representations specified for such Notices in 16 NYCRR 96.5;
(b) after individual notices to owners or shareholders are provided pursuant to 16 NYCRR 96.3(c); and
(c) upon the PSC's determination and order approving such submetering as in the public interest and consistent with the provision of safe and adequate electric service to residents.

GENERAL INFORMATION

2. HOW TO OBTAIN SERVICE (Cont'd)

Reserved for Future Use

GENERAL INFORMATION

2. HOW TO OBTAIN SERVICE (Cont'd)

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

(1) General
The Company's offers of electric service included in and made pursuant to the provisions of the schedule and the service classifications to which it relates, including its offers in respect to extension of facilities, are each subject to and modified by the provisions, conditions, and limitations from time to time imposed by executive or administrative rules or orders issued from time to time by state or federal officers, commissions, boards or bodies having jurisdiction.

(2) Minimum Insulation Standards for the Provision of Electric Service
(a) Definitions
For the purpose of this rule, the following definitions shall apply:

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

(ii) Historical Building - Any building or structure designated historically significant by the State or local governing body, or listed (or determined by the Secretary of the Interior to be eligible to be listed) in "The National Register of Historic Places."

GENERAL INFORMATION

2. HOW TO OBTAIN SERVICE (Cont'd)

F. LIMITATIONS OF SERVICE OFFER (Cont'd)

(2) Minimum Insulation Standards for the Provision of Electric Service (Cont'd)

(b) Applicability and Compliance

All new dwellings shall not be eligible for electric service unless these dwellings comply with the New York State Energy Conservation Construction Code. Compliance with this Code shall be satisfied under any of the following circumstances:

(i) A building permit is obtained for the dwelling from a building code authority or similar authority empowered by local law to issue building permits; or,

(ii) An affirmation is given by the contractor or builder on a certificate of compliance (see Rule 7.E.(1)) that the construction of the dwelling shall comply with the Energy Conservation Construction Code within 30 days after occupancy; or,

(iii) A modification or variance from the requirements of the Energy Conservation Construction Code is issued by the State Board of Review as constituted pursuant to the Executive Law.

For any dwelling constructed after April 1, 1977, but before January 1, 1979, electric service shall not be provided without compliance with the Minimum Insulation Standards promulgated by the Commission in Opinion 77-10 (Case 26286, November 2, 1977) as amended.

GENERAL INFORMATION

2. HOW TO OBTAIN SERVICE (Cont'd)

F. LIMITATIONS OF SERVICE OFFER (Cont'd)

(2) Minimum Insulation Standards for the Provision of Electric Service (Cont'd)

(c) Waivers

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

(i) The Company when the overall heat loss for the building envelope does not exceed the total heat loss which would result from conformance to the individual requirements. The heat loss calculations shall be certified by a licensed engineer or architect.

(ii) The Company, if the applicant for service can establish through two estimates, one of which may be a Company audit, that the purchase price and installation charge (excluding financing charges) will be greater than seven times the anticipated annual savings to be obtained, (based on the present cost of the fuel currently used in the dwelling).

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

A copy of each waiver granted or denied shall be made available to the Commission, and each applicant denied a waiver shall be promptly informed by the Company of the right to appeal to the Commission.

GENERAL INFORMATION

2. HOW TO OBTAIN SERVICE (Cont'd)

F. LIMITATIONS OF SERVICE OFFER (Cont'd)

(2) Minimum Insulation Standards for the Provision of Electric Service (Cont'd)

(d) Certificate of Compliance

A Certificate of Compliance (see Rule 7.E.(1)) shall be used in all areas of the State where no local authority exists, to assure compliance with the insulation requirements of the Energy Conservation Construction Code.

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

(e) Compliance Procedures

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

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

GENERAL INFORMATION

2. HOW TO OBTAIN SERVICE (Cont'd)

F. LIMITATIONS OF SERVICE OFFER (Cont'd)

(2) Minimum Insulation Standards for the Provision of Electric Service (Cont'd)

(f) Penalties for Non-Compliance

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

The effective date of the surcharge rate shall be:

(i) Immediately after notice, in the event the owner is directly responsible for the non-compliance.

(ii) 90 days after notice, in the event the owner has not contributed to the deficiencies. No surcharge shall be applied if the owner brings the dwelling into compliance within 90 days.

In the event the owner is not billed for the provision of electric service, no surcharges shall be applied to the bills of the non-owner occupants of the dwelling. Instead, after notification to the owner that the dwelling is not in compliance, a surcharge shall be billed to the owner. The surcharge shall be 25% of the electric bills for the dwelling that is not in compliance.

In the event that circumstances prevent collecting the surcharge amount from the owner of the non-complying dwelling, the Company may refuse future connections for service to new tenants in the dwelling until it is brought into compliance.

Furthermore, if the owner is an occupant of the dwelling, but is not billed for any electric service, the surcharge shall be imposed on the bill for service to the unit occupied by the owner.

GENERAL INFORMATION

2. HOW TO OBTAIN SERVICE (Cont'd)

F. LIMITATIONS OF SERVICE OFFER (Cont'd)

(2) Minimum Insulation Standards for the Provision of Electric Service (Cont'd)

(g) Applicability and Conditions for Existing Dwelling Converting to Electric Space Heat
An existing dwelling shall not be supplied electric service for the purpose of converting to electric space heat unless:

(i) The roof/ceiling has at least six inches of insulation or insulation with an R value of 19 or greater;

(ii) The dwelling has storm windows, or thermal windows with multiple glazing; and

(iii) The entrances have storm doors or thermal doors.

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

(i) The applicant for service can establish through two estimates, one of which may be a Company audit, that the purchase price and installation charge (excluding interest charges) shall be greater than seven times the anticipated annual savings to be obtained (based on the present cost of the fuel currently used in the building); or

(ii) The dwelling is an historical building; or

(iii) Other measures have been taken so that the overall heat loss for the dwelling envelope does not exceed the total heat loss which would result from conformance with the minimum requirements of Rule 2.F.(2)(g). Such a heat loss calculation must be certified by a licensed architect or engineer.

GENERAL INFORMATION

2. HOW TO OBTAIN SERVICE (Cont'd)

F. LIMITATIONS OF SERVICE OFFER (Cont'd)

(2) Minimum Insulation Standards for the Provision of Electric Service (Cont'd)

(h) Waivers (Cont'd)

In the case of a dwelling having a flat roof, compliance with the roof insulation standard shall not be required if four or more inches of insulation are already in place or if insulation can be installed only by means of cutting an opening in the roof.

In the case of a dwelling having six or more stories, storm windows shall not be required as long as the Company certifies that the dwelling's windows are caulked and weatherstripped. This certification shall be made in writing to the Commission. A storm window shall not be required on any window opening onto a fire escape.

Copies of waivers granted or denied by the Company shall be made available to the Commission. Applicants denied waivers shall be informed of their right to appeal that denial to the Commission.

The Commission may grant a waiver of the requirements to Rule 2.F.(2)(g) for just cause after an applicant for electric service has been denied a waiver by the Company.

(i) Certificate of Compliance

A dwelling's compliance with Rule 2.F.(2)(g) shall be certified either by (1) the owner, (2) a contractor of the owner's choice who has inspected the dwelling, or (3) a Company representative who has inspected the dwelling at the owner's request. (See Rules 7.E.(2) and 7.E.(3))

The Company shall provide the Certificate of Compliance to the applicant at the time of application for service, so that the applicant shall be apprised of the requirements for service and the methods by which compliance can be certified.

GENERAL INFORMATION

2. HOW TO OBTAIN SERVICE (Cont'd)

F. LIMITATIONS OF SERVICE OFFER (Cont'd)

(2) Minimum Insulation Standards for the Provision of Electric Service (Cont'd)

(j) Penalties for Non-Compliance

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

The effective date of the surcharge rate shall be:

(i) Immediately after notice, in the event the owner is directly responsible for the non-compliance.

(ii) 90 days after notice, in the event the owner has not contributed to the deficiencies. No surcharge shall be applied if the owner brings the dwelling into compliance within 90 days.

In the event the owner is not billed for the provision of electric service, no surcharges shall be applied to the bills of the non-owner occupants of the dwelling. Instead, after notification to the owner that the dwelling is not in compliance; a surcharge shall be billed to the owner. The surcharge shall be 25% of the electric bills for the dwelling that is not in compliance.

In the event that circumstances prevent collecting the surcharge amount from the owner of the non-complying dwelling, the Company may refuse future connections for service to new tenants in the dwelling until it is brought into compliance.

Furthermore, if the owner is an occupant of the dwelling, but is not billed for any electric service the surcharge shall be imposed on the bill for service to the unit occupied by the owner.

GENERAL INFORMATION

2. HOW TO OBTAIN SERVICE (Cont'd)

G. KIND OF SERVICE

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

H. POWER QUALITY

(1) Investigations

At the customer's request, the Company will perform an investigation of power quality problems (e.g. dim lights when a large appliance cycles on, etc.). If the investigation by the Company determines that the power quality problems are not the result of the electric supply services provided by the Company, any continued investigation to determine what customer-owned equipment or facility is the cause of the degradation in power quality will be the responsibility of the customer.

(2) High Inrush Current Devices

(a) Voltage Disturbances

Except for customers served under Service Classification No. 7, customers taking service for operation of arc-furnaces, welders, X-ray machines or any other devices having a highly fluctuating or large instantaneous demand which causes undue voltage disturbance on the circuit from which service is taken, thereby interfering with the service taken by such customer or other customers, shall install or pay for corrective equipment and facilities to avoid such interference with service or, failing to do so, shall pay in addition to the applicable charge for service, $2.88 per kilovolt ampere per month for such additional corrective equipment.

For customers taking service under Service Classification No. 7 for operation of arc-furnaces, welders, X-ray machines or any other devices having a highly fluctuating or large instantaneous demand which causes undue voltage disturbance on the circuit from which service is taken, thereby interfering with the service taken by such customer or other customers, the provisions of Rule 2 of the Minimum Demand Charge section of Service Classification No. 7 apply.

(b) Motors

All motors of five horsepower or less connected to the Company's lines shall normally be single phase, and motors over five horsepower shall normally be three phase, but customers should contact Company in advance to ascertain the applicable conditions. Single phase motors rated in excess of one-half horsepower must be connected for 240 (208) volt operation. All motors connected to Company's lines shall be of a type that shall not require starting current deemed unreasonably by Company, or shall have starting devices to restrict the starting current within the limits considered reasonably by the Company, or both.

(Continued on the next leaf)

GENERAL INFORMATION

2. HOW TO OBTAIN SERVICE (Cont'd)

H. POWER QUALITY (Cont'd)

(3) Correction/Remediation

If the customer causes or contributes to a power quality condition that adversely affects the Company's system or other customers, the Company shall notify the customer of such condition. The customer shall be responsible for correcting that condition in a manner deemed adequate by the Company, by:

(a) Installing and maintaining at its own expense, corrective equipment on its facilities to remedy the condition; or

(b) Paying the costs and expenses for installation of corrective equipment by the Company, on its side of the point of delivery, to effect such correction.

I. APPLICATION OF OTHER EXTENSION PLANS

Where the Company acquires facilities from another utility and the customers are served from a line extension constructed under a surcharge plan, the Company will continue to bill such customers the same surcharges as previously paid, or surcharges computed in accordance with the provision of the plan outlined in this Schedule, whichever may be lower.

J. RESERVED FOR FUTURE USE

GENERAL INFORMATION

3. EXTENSION AND MAINTENANCE OF COMPANY FACILITIES TO SERVE CUSTOMER

A. DISTRIBUTION LINE EXTENSIONS

(1) Facilities within Highway or Private Right-of-way

Subject to the provisions of 16NYCRR Parts 98, 99 and 100, the Company shall furnish, place, construct, operate, maintain and when necessary replace at its own cost and expense all electric distribution lines, service connections and other facilities within the territorial limits of any street, avenue, road or way that is for any highway purpose under the jurisdiction of the legislative body of any city, town, village, county or the State of New York, or on a private right-of-way when the Company elects to use such a route in lieu of construction within such limits, used by the Company for supplying electricity to its customers. In the case where facilities are damaged, destroyed, caused to be replaced or reconstructed by an act or omission of any customer, person, corporation or other entity, the Company may recover its costs and expenses for such replacement or reconstruction from the party responsible for such act or omission.

(2) Company Obligations

When a written request for electric service is made to the Company by an applicant whose property abuts on or has access to any public right-of-way (other than a controlled access highway) in which the governmental authority having jurisdiction shall permit the utility to install and maintain facilities, the Company shall:

(a) Render the service requested in accordance with the provisions of this tariff;

(b) Furnish, place, construct, operate, maintain and (when determined to be necessary by the Company or the Commission) reconstruct, or replace all electric facilities within a public right-of-way or other right-of-way when the Company elects to use such right-of-way in lieu of constructing facilities within the public right-of-way, at its own cost and expense, subject to the provisions of this tariff, which cost and expense shall include the amounts paid to governmental authorities for permits to do the work required and any additional amounts paid for the right(s) to make such elective use of other right-of-ways;

(c) Grant the appropriate footage allowance as required by Rule 3.A.(6) and 3.A.(7) of this tariff; and

GENERAL INFORMATION

3. EXTENSION AND MAINTENANCE OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)

A. DISTRIBUTION LINE EXTENSIONS (Cont'd)

(3) Obligations of all Applicants

Whenever an applicant, owner or occupant whose property abuts on any street, avenue, road or way upon which there is no electric line appropriate to the service requested for said property, makes a written application to the Company for service, the Company shall furnish, place and construct such lines to serve said property provided that the applicant:

(a) has first provided reasonable assurance to the Company that the use for which the service is requested shall be permanent;

(b) has paid, or agreed in writing to pay, all costs (including materials, installation costs and the associated overhead costs based on average historical costs) relating to any portion of the distribution line, service line and appurtenant facilities, (other than Account 368 "Transformers" or Account 370 "Meters"), that exceed the portion that the Company shall provide without a contribution from the applicant as stated in 3.A.(6) and 3.A.(7). The costs (to be paid to the Company in a lump sum or as a 10-year surcharge payment as further described in this Tariff) shall be determined based on the Company's Engineering estimate for each individual case.

(c) has either:

(i) delivered to the Company, free from cost, any necessary easements or rights-of-ways; or

(ii) paid or agreed to pay in writing any charge relating to the Company's acquisition of the necessary easements or rights-of-way. The applicant must indicate to the Company, in writing, that they have been unable to obtain such easements or rights-of-way; and

(iii) has furnished reasonable security, based on the estimated construction costs of the portion of the line extension in excess of what the Company provides without charge, if so required by the Company.

GENERAL INFORMATION

3. EXTENSION AND MAINTENANCE OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)

A. DISTRIBUTION LINE EXTENSIONS (Cont'd)

(4) Additional Obligations of Residing Applicants
Before service is provided, a residing applicant shall comply with the "Obligations of all Applicants" and in addition shall comply with the following requirements:

(a) Signed, or agreed to all the provisions on the Application for Electric Service; and

(b) Agreed to pay the Company the rates charged like customers; and

(c) Paid or agreed to pay the Company for the installation costs and expenses of any distribution lines, service lines, right-of-way and appurtenant facilities in excess of any allowances under this Rule, prior to the commencement of construction. The costs and expenses for each applicant shall be determined as follows;

(i) Service Lines - the costs and expenses for all facilities in excess of any allowances provided under Rule 3.A.(6).

(ii) Distribution Lines - the costs and expenses for all facilities in excess of any allowances provided under Rule 3.A.(6) for any distribution line required exclusively to provide service to the applicant's property and a pro rata portion of the costs and expenses for all facilities in excess of any allowances provided under Rule 3.A.(6) for any portion of the distribution line that provides service to more than one applicant's or customer's property. The pro rata portion shall be calculated as follows: each applicant shall be provided a distribution footage allowance of up to the distribution footage allowance under Rule 3.A.(6) as required for each customer property to be served. Each individual applicant's distribution allowances shall then be totaled to determine the aggregate footage allowance for the distribution line. If an applicant is taking service within this aggregate footage allowance section of distribution provided without cost, then the applicant shall not be required to pay for distribution costs. For any sections of distribution beyond the aggregate distribution footage allowances, each applicant of the section beyond the aggregate footage allowances shall pay for that portion of the costs and expenses for that distribution section divided by the number of customers served by that distribution section. If, within 10 years from the date that the extension went into service, any new customer is added to the extension any allowances provided to such an applicant shall be first applied to the existing extension and, if the extension branches or diverges from the existing extension, then and thereafter to the new or additional distribution extension.

(d) A residing applicant may elect to either:

(i) Pay a lump sum payment for the costs and expenses of such facilities. If, within 10 years from the date that the extension went into service, either (1) any new customer is added to the extension the payment amounts shall be recalculated and the applicant that paid a lump sum payment shall receive a pro rata refund, without interest, for the cost of that additional portion of distribution lines that the applicant would have received without contribution or (2) the total revenue from all customers served by the distribution extension exceeds 1.5 times the Company's costs and expenses in each of any two consecutive calendar years, the applicant shall receive a prorated refund, without interest, of the lump sum payment based upon the number of years which elapsed before the revenue test was met; or

GENERAL INFORMATION

3. EXTENSION AND MAINTENANCE OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)

A. DISTRIBUTION LINE EXTENSIONS (Cont'd)

(4) Additional Obligations of Residing Applicants (Cont'd)

(ii) Pay a monthly payment for such facilities. The surcharge shall be applicable for 10 years, and billed in monthly installments by the Company as set forth below. When any new customer is added to the extension, the surcharge shall be recalculated and the payment amount adjusted for the remaining years. However, the interest factor shall remain constant for the life of the surcharge.

(iii) The monthly payment shall be calculated as follows:

Monthly payment = L x R
where:

L = Total cost of excess facilities, including appropriate Right-of-Way costs if requested by the customer, less down payment.

R = Monthly capital recovery factor = $I \div (1-\{1+I\}^{-120})$

I = C ÷ 12

C = Company's weighted pre-tax cost of capital as established in its most recent rate proceeding.

Note: If the initial amount of excess construction charges is less than $1,000, the applicant must make a lump sum payment as specified in Rule 3.A(4).

(iv) At any time, the applicant may make a lump sum payment for the outstanding principal balance. Such lump sum payment shall be subject to refund for the remaining term of the original 10-year agreement as customers are added to the excess line extension.

(v) Any applicant who may be served within the distance of the aggregate free allowance shall incur no cost for the distribution line.

(vi) The remainder of any unpaid installment charges shall be collectible from any subsequent owner of the premises served provided the original surcharge agreement contains the bold face notice: **"THE APPLICANT IS REQUIRED TO INFORM A PROSPECTIVE OWNER OF SUCH OBLIGATION."**

(e) Within 10 years from the commencement of service any new applicants taking service from excess cost distribution lines are subject to either a lump sum payment or a monthly payment based on a 10 year plan. Such adjusted payment shall be recalculated in accordance with Rules 3.A.(4)(c) and (f).

GENERAL INFORMATION

3. EXTENSION AND MAINTENANCE OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)

A. DISTRIBUTION LINE EXTENSIONS (Cont'd)

(4) Additional Obligations of Residing Applicants (Cont'd)

(f) Line extension costs shall cease or be adjusted as follows:

(i) If within 10 years of the commencement of service more than one applicant is served from such distribution line, each applicant shall bear a portion of the distribution line cost prorated based upon the applicant's distance along the extension After ten years from the commencement of service from such distribution line extension, applicants requesting service from that extension shall not be subject to excess line extension costs.

(ii) Within 10 years of the commencement of service from such distribution line, whenever the aggregate entitlement (combined total of each individual's actual free allowance which shall be the applicant's actual required footage up to 500 feet) of the customers then served from the line equals or exceeds its length, the charge for excess distribution line extension shall terminate to all customers served from such distribution line.

(iii) Each applicant's share of the costs for distribution line beyond the aggregate free allowances shall be the prorated share of the costs and expenses for the section of distribution line required to serve that customer. No applicant/customer shall be responsible for any of the cost of distribution line footage which extends beyond the point on the distribution line from which the applicant/customer receives service.

(iv) Charges for the excess distribution line extension shall cease, whenever the total revenue from all customers served from the associated distribution line extension exceeds 1.5 times the actual capital cost of such extension for each of any two consecutive calendar years occurring within 10 years from the date the first customer took service. Where a customer has made a lump sum payment, an appropriate prorated refund shall be made based on the number of years the line has been available for service prior to the revenue test being satisfied.

(v) No excess distribution line extension charges shall be imposed if the Company estimates that the total revenue to be received from all customers served from the associated distribution line extension shall exceed 1.5 times the actual capital cost of such extension for each of any two consecutive calendar years occurring within 10 years from the date the first customer takes service from that extension.

GENERAL INFORMATION

3. EXTENSION AND MAINTENANCE OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)

A. DISTRIBUTION LINE EXTENSIONS (Cont'd)

(5) Additional Obligations Of Non-Residing Applicants
Before service is provided a non-residing applicant shall comply with the requirements required of the applicants, Rule 3.A.(3), and in addition shall have:

(a) Cleared any right-of-way conveyed to the utility of tree stumps, brush and other obstructions and graded such right-of-way to within six inches of final grade at no charge to the Company where electric distribution lines, service lines, or appurtenant facilities are required to be installed underground or shall be placed underground at the request of the applicant;

(b) Provided a survey map certified by a licensed professional engineer or land surveyor and certified to as final by the applicant, showing the location of each dwelling (if known), lot, sidewalk and roadway;

(c) Placed and agreed to continue to maintain survey stakes indicating grade and property lines;

(d) Furnished to the Company or agreed to furnish a map showing the location of all existing and proposed underground facilities, as soon as the location of such facilities is known, and prior to commencement of construction by the Customer;

(e) Agreed to maintain the required clearance and grading during construction by the Company,

(f) if required by the Company, paid contributions and deposits in accordance with Rule 3.J.(2).

(6) Underground Allowances for Provision of Service.

(a) Allowance for Required Residential Underground Service.
Where the Company is required, by the Commission or a governmental authority having jurisdiction to do so, to provide residential underground service, the costs and expenses which the Company must bear, except as otherwise provided in this tariff, shall include all costs for up to a total equivalent of 100 feet underground electric facilities (including supply line, distribution line and service line) per dwelling unit served, measured from the Company's existing overhead electric system (from the connection point on the bottom of the riser pole for overhead to underground connections) to each applicant's meter or point of attachment with respect to each residential building. Where the application is for service to a multiple occupancy building, the Company shall bear the material and installation cost for up to 100 feet of underground line times the average number of residential dwelling units per floor.

(i) Agree to maintain the required clearance and grading during construction by the Company.

GENERAL INFORMATION

3. EXTENSION AND MAINTENANCE OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)

A. DISTRIBUTION LINE EXTENSIONS (Cont'd)

(6) Underground Allowances for Provision of Service (Cont'd)

(b) Allowance for Non-mandatory Residential Underground Service:
Where an applicant requests a residential underground service line in situations other than those described in (1), the cost and expense which the Company must bear shall include the material and installation costs equivalent to those relating to the length of overhead service line which the applicant would otherwise be entitled under Rule 3.A.(7)(a) measured from the Company's existing electric system (from the connection point on the bottom of the riser pole for overhead to underground connections) to each applicant's meter or point of attachment with respect to each residential building.

(c) Allowance for Residential and Non-Residential Underground Service elected by the Company:
Where the Company chooses to provide residential or non-residential underground service, the cost and expense which the Company must bear shall include the material and installation costs relating to the necessary Company facilities that exceed the amount which the applicant would be required to pay if such facilities were installed overhead.

(d) Provision of Mandatory or Non-mandatory Non-Residential Underground Service:
Where the Company is requested to provide a non-residential underground service to an applicant, or where a governmental authority having jurisdiction to do so requires undergrounding, the cost and expense which the Company must bear shall include the material and installation costs equivalent to those relating to the provision of non-residential overhead service to which the applicant would otherwise be entitled under Rule 3.A.(7)(b).

(7) Overhead Allowances for Provision of Service:

(a) Allowance for Residential Overhead Service.
Where the Company is permitted to provide residential overhead service, the cost and expense which the Company must bear shall be equal to the material and installation costs for up to 500 feet of single phase overhead distribution line and up to 100 feet of service line.

(b) Allowance for Non-residential Overhead Service.
Where permitted to provide nonresidential overhead service, the cost and expense which the Company must bear shall be equal to the material and installation costs for up to 500 or 300 feet of overhead distribution line, for single-phase and three-phase service, respectively.

(c) Allowance for a Combination of Overhead and Underground Service.
The costs and expenses the Company must bear shall be equal to the material and installation costs equivalent to those allowances contained in Rule 3.A.(7)(a) or Rule 3.A.(7)(b), respectively.

(8) Facilities in Excess of Those Allowed in Rule 3.A.(7).
When an applicant requires facilities in addition to the allowances provided in Rule 3.A.(7), such costs and expenses shall be paid for by the applicant.

B. RESERVED FOR FUTURE USE

GENERAL INFORMATION

3. EXTENSION AND MAINTENANCE OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)

C. PERMANENT SERVICE LATERALS

An overhead service lateral for a residential applicant or customer shall be installed, owned, operated and maintained by the Company.

An overhead service lateral for a non-residential applicant or customer may be installed by the Company, or by the applicant or customer, or the Company and the applicant or customer may each install a portion of the lateral.

An underground service lateral may be installed by an applicant or customer or by the Company.

The applicant or customer and the Company are each responsible for the ownership, operation, and maintenance of the portion of the service lateral, if any, on its side of the service point.

Normal maintenance of a service lateral by the Company shall not be considered an increase in service capacity. Increases in service capacity shall be made in accordance with Rule 3.C.(7), except where the customer requires an increase in voltage or number of phases, in which case such increase shall be considered a new service installation. Replacement of a Company owned service lateral shall also be considered a new service application. In both cases, the customer will be entitled to the appropriate allowances.

The installation of a service lateral by an applicant or customer shall be approved by the New York Board of Fire Underwriters, Middle Department Inspection Agency or any legally constituted authority having jurisdiction in that municipality prior to the energization of such lateral by the Company. If the premises served by the service lateral has been vacant or its account inactive for 6 months or more (except for seasonal accounts), or if the service lateral or service entrance has been damaged, the Company reserves the right to require that the service lateral be inspected prior to being re-energized.

The Company reserves the right to designate the service connection point of the service lateral to the applicant's or customer's wiring, the connection point to the distribution system, the location of any appurtenant facilities, and the path of any portion of the service lateral installed by the Company.

GENERAL INFORMATION

3. EXTENSION AND MAINTENANCE OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)

C. PERMANENT SERVICE LATERALS (Cont'd)

All service to an applicant's or customer's premises, location or building shall be rendered through a single service lateral, except:

(i) When two or more service connections are necessary to provide service at the least expense to the Company or in order to render proper and reliable service without undue interruptions.

(ii) When an applicant requests or requires the installation of two or more services to a single premise, location or building, the customer shall bear the costs and expenses for the additional services.

If a residential applicant, because of the length of the service line or other conditions, requires that a service line or portion of the service line be installed at a primary voltage or with a transformer located on the applicant's property, the Company shall install and maintain the primary portion of the service line. The applicant shall bear the costs and expenses for the primary portion of the service line, transformer pad installation, and secondary voltage service line less a dollar allowance equivalent to the allowance for residential service lines under Rule 3.A.(6)(a) for underground service or 3.A.(7)(a) for overhead service. For underground service lines, the applicant may provide for any trenching, provided however that the trench must meet the Company's specifications. If there is any delay or rework occasioned by incomplete or inadequate applicant trenching, the Company may charge the customer any costs and expenses incurred as a result.

GENERAL INFORMATION

3. EXTENSION AND MAINTENANCE OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)

C. PERMANENT SERVICE LATERALS (Cont'd)

The applicant or Customer shall pay for a Company-installed service lateral (excluding transformers, accessories and switching equipment) as follows:

(1) Overhead Service Lateral

(a) At voltages not exceeding 12.5 kilovolts when either an overhead service lateral requires installation of a pole (not including a pole installed for distribution purposes) or the route of the service lateral requires installation of facilities in excess of any allowance provided for under Rule 3.A.(6), the applicant or Customer shall be charged for the costs and expenses based on the Company's costs and expenses.

Special Construction Charges
Whenever special requirements of the applicant or Customer or the physical properties of the installation site necessitate construction methods or installations other than standard, the applicant or Customer shall be responsible for any costs and expenses associated with such non-standard construction.

(b) When voltage exceeds 12.5 kilovolts, the applicant or Customer shall be charged for the Company's costs and expenses for that portion of the service lateral on the applicant's or Customer's property which is in excess of any allowance provided for under Rule 3.A.(6).

(2) Underground Service Lateral Supplied from an Existing Residential Subdivision Underground Distribution System
The applicant or Customer shall be responsible for all Company costs and expenses for that portion of the service lateral on the applicant's or Customer's property in excess of the service line allowance under Rule 3.A.(6)(a).

GENERAL INFORMATION

3. EXTENSION AND MAINTENANCE OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)

C. PERMANENT SERVICE LATERALS (Cont'd)

(3) Underground Service Lateral Supplied from an Overhead Distribution System
The applicant or customer shall be responsible for all Company costs and expenses for the service lateral from the connection point on the distribution line to the service entrance, less an allowance as specified in Rule 3.A.(6)(a) for residential installations or Rule 3.A.(6)(d) for non-residential.

(4) Combination Overhead and Underground Service Lateral
The applicant or customer shall be responsible for all Company costs and expenses for the service lateral, less an allowance for an overhead service line.

(5) Relocation of a Service Lateral
The applicant or customer shall be responsible for all Company costs and expenses unless the relocation requires only a reconnection or is for Company convenience.

(6) Replacement of an Overhead Service Lateral with an Underground Service Lateral
The applicant or customer shall be responsible for all Company costs and expenses for the service lateral from connection point on the distribution line to service entrance, if requested by the customer or mandated by governmental authority. See Rule 3.C.(7) when replacement of overhead facilities with underground facilities is required due to increased service capacity.

GENERAL INFORMATION

3. EXTENSION AND MAINTENANCE OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)

C. PERMANENT SERVICE LATERALS (Cont'd)

(7) Increase in Service Capacity

(a) The Company will, at its own expense, increase the capacity of an existing, permanent, Company-owned underground Service Lateral in the same location provided the increased capacity does not require the installation of pad mounted transformer(s) on the customer's property. When pad mounted transformer(s) are installed on the customer's property, the Company will be responsible for the installation and maintenance of the transformer(s) and related services plus that portion of the service lateral between the transformer(s) and the Company's distribution facilities. The customer will be responsible for the costs of installation and maintenance of foundation(s) for the transformer(s) and related devices, plus that portion of the service lateral between the pad mounted transformer(s) and the service entrance.

(b) The Company will, at its own expense, increase the capacity of an existing, permanent, Company-owned overhead service lateral in the same location provided the transformer capacity does not exceed 500 kilovolt-amperes. Transformer capacity in excess of 500 kilovolt-amperes will require the installation of pad mounted transformer(s) and the replacement of all or a portion of the overhead service lateral with an underground service lateral.

The Company will be responsible for the overhead portion of the service lateral, the installation and maintenance of the transformer(s) and related devices, plus that portion of the underground service lateral between the pad mounted transformer(s) and the connection point on the overhead line at a terminal pole to be located adjacent to the transformer installation. The customer will be responsible for the costs of installation and maintenance of the foundation(s) for the transformer(s) and related devices, plus that portion of underground service lateral between the pad mounted transformer(s) and the service entrance.

(c) A customer requesting a temporary increase in service capacity will pay for the enlarged facilities in accordance with Rule 3.H.

(d) Where the customer's equipment and/or method of operation requires the installation of service facilities (transformers, etc.) in excess of that considered by the Company as required for normal utilization of service ("excess facilities"), such excess facilities shall be installed and the customer shall pay the Company its costs and expenses for such excess facilities.

GENERAL INFORMATION

3. EXTENSION AND MAINTENANCE OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)

D. PLURALITY OF SERVICES

(1) General Rule

All service to a customer's premises shall be rendered through a single service lateral and meter.

The conditions and circumstances enumerated in Rules 3.D.(2) and 3.D.(3) provide for the exceptions to the General Rule.

(2) Separate Meters - Separate Billing

At the Company's option, the Company shall install as many meters as a customer shall reasonably require because of unique physical or load conditions, provided that the circuit or circuits connected to each meter are kept separate from all other circuits. The service rendered through each of such meters shall be computed separately and billed on the applicable filed Rate Schedule. The installation of an additional meter at a building under this provision shall not entitle an applicant or customer to an additional allowance under Rule 3.B.

Additional meters shall not be installed for the purpose of qualifying the customer's load for service under a different service classification than that otherwise applicable under Rule 3.D.(1).

When one service is used for both residential and non-residential purposes, the customer may elect to have the residential portion of his use separately metered and billed on the applicable residential service classification.

GENERAL INFORMATION

3. EXTENSION AND MAINTENANCE OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)

D. PLURALITY OF SERVICES (Cont'd)

(3) Multiple Meters - Combined Billing

The rates set forth in the individual service classification in the respective schedule for electric service are based upon the supply of service to one customer through one meter on one premises and service measured through two or more meters on the same premises will not be combined for billing purposes except in the following instances:

(a) When a single meter cannot correctly measure the total service rendered.

(b) When two or more service connections are necessary to provide service at the least expense to the Company.

(c) When, in order to render proper and reliable service without undue interruptions, more than one service connection is necessary and a meter or meters are connected with each service connection

When the Company elects to supply the customer's premises through more than one service connection of a single type of current, the energy (kWh) and the noncoincident monthly maximum demands (kW) for each service connection will be added for billing, unless the expense for wiring and additional meter equipment necessary for the measurement of coincident demands is borne by the customer.

GENERAL INFORMATION

3. EXTENSION AND MAINTENANCE OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)

E. SERVICE CONNECTIONS/METER

(1) General:

The Company shall furnish and install the meter or meters to measure the electricity used by the Customer in accordance with the provisions of the Service Classification applicable to the service. Such meter or meters shall be installed on the Customer's side of the point of supply. Meters installed by the Company shall remain the property of the Company except as provided for in Rule 3.E(2). The Customer shall protect the meter and furnish sufficient and proper space for its installation.

a. The Company shall furnish a meter necessary to provide the Company's basic billing determinants consistent with the customer's Service Classification and connect its distribution lines with the customer's service entrance. The wiring equipment, meter board, self-contained meter enclosure, fuse box, service switch, stand-pipe, and appurtenances shall be furnished by the customer and shall be installed and maintained in an approved location, readily accessible at all reasonable times to employees of the Company.

   The Company shall furnish commercial (single and polyphase) meter enclosures, residential polyphase meter enclosures, and residential single-phase, transformer-rated meter enclosures, when deemed necessary by the Company, at its own expense.

The costs and expenses of the meter enclosure and socket shall be borne by the Customer and/or applicant. All meter enclosures and sockets must be approved by the Company. For metering installations which require instrument transformers be included as part of the meter enclosure, the meter enclosure must be approved by and purchased from the Company. Customers are required to buy the ct enclosure.

Where high tension/primary voltage service is supplied, the customer at their expense and in a manner satisfactory to the Company shall furnish, install and maintain on their premises, such switches, transformers, regulators and other equipment as the Company may deem necessary.

A customer may obtain an underground service connection with the Company's overhead distribution system by installing, maintaining and relocating, as required, the underground service connection at their own expense.

b. Existing meters installed at customer sites shall be used to derive basic billing determinants for the Company. The Company may elect to replace an existing Company-owned meter or install additional metering equipment at the customer site to obtain load profile data. The Company shall purchase, install and operate all meters and metering equipment that is necessary to provide the basic billing determinants and load profile data consistent with the customer's Service Classification as required for Company purposes.

If a meter or service entrance equipment has been found to be tampered with, or a theft of service has occurred, the Company may charge the Customer its costs and expenses for investigating, repairing and replacing the meters and associated service equipment and the Company's costs and expenses for removing the meter and installing it in a secure location.

(2) Meter Owned by Customer, Installed by the Company:

a. Large Commercial and Industrial Time-of-use customers (not third parties) with a basic demand of not less than 300 kW during any three of the previous 12 months, have the option of owning a Commission-approved meter compatible with the Company's metering infrastructure with the Company retaining sole control of that meter. Such metering shall be installed, operated and maintained by the Company at the customer's expense. The customer shall be responsible for all costs or expenses incurred by the Company and associated with the request to own a meter. Customers must contact the Company to obtain an application for meter ownership. A written meter application, completed by the customer, shall serve to notify the Company of the customer's election to own their meter.

GENERAL INFORMATION

3. EXTENSION AND MAINTENANCE OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)

E. SERVICE CONNECTIONS/METER (Cont'd)

(2) Meter Owned by Customer, Installed by the Company (Cont'd)

i. Customers, as specified in paragraph 2.a above, shall not be charged the monthly Meter Ownership Charge applicable to the customer's Service Classification and voltage level.

b. Any customer may request the installation of a Commission-approved meter compatible with the Company metering infrastructure which provides other than the basic billing determinants consistent with the customer's service classification. Such metering, subject to the availability of equipment, shall be installed, operated and maintained by the Company at the customer's expense.

c. Only Commission-approved meters compatible with the Company's metering infrastructure shall be installed. The infrastructure requirements include compatibility with the utility's meter reading systems, meter communication systems, billing, testing procedures, maintenance requirements, installation specifications and procedures, and security and safety requirements.

d. The Company shall perform any operations, including, but not limited, to programming, installing, reading, disconnecting, reconnecting, sealing, testing, maintenance, and removing meters and metering equipment in connection with providing service to the customer.

e. The customer shall provide, at their own expense, any communication service and equipment necessary to remotely communicate with a customer-owned or requested meter or if the Company requires remote communications to access the unique meter requirements.

(3) Reserved for Future Use

GENERAL INFORMATION

3. EXTENSION AND MAINTENANCE OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)

E. SERVICE CONNECTIONS/METER (Cont'd)

(4) Outdoor Meters:
The Company requires an applicant for service to install its service wiring so that the meter is accessible to the Company employees from the outside of the applicant's building. The cost of the installation of facilities to accept an outdoor meter, or to relocate an existing non-accessible meter, shall be borne by the customer.

The Company's authorized employees shall have the ability to access and seal the metering equipment.

Meters shall be installed outside, unless approved by the Company.

(5) Company Property:
The rules below apply in the case of Company-provided or Company-controlled meters.

a. Any appliances or devices furnished, excluding meter enclosures, which by tariff, are customer owned, at the expense of the Company shall remain its property and may be removed by it at any time on the termination or the discontinuance of service.
b. The Company retains sole control of customer-owned meters which may be removed by the Company at any time on the termination or the discontinuance of service, or for defects or conditions which interfere with normal Company operations.
c. The customer shall be responsible for the safekeeping of the property of the Company on its premises and shall take all reasonable precaution against unlawful interference with such property.
d. Customers who own their meter may relinquish ownership to the Company if the Company agrees. They shall be responsible for all expenses incurred by the Company as a result of this request.
e. A meter removal charge of $150 shall be assessed to any customer who requires the Company to relocate a customer-owned meter.
f. In order to protect its equipment and service, the Company may furnish and install main fuses, wherever applicable, and is authorized to and shall seal the service switch and/or other devices on the customer's premises to prevent access by unauthorized persons. The customer shall not interfere with or alter the Company- or customer-owned meters, seals, or other property used in connection with rendering electric service or permit same to be done by other than the authorized agents or employees of the Company.

Damage caused directly or indirectly by the customer to the Company's property shall be paid for by the customer. Damage to or removal of the Company's seals may be considered as sufficient reason for discontinuance of service to a customer until the Company has received satisfactory assurance that its equipment shall be free from future interference. Discontinuance of residential service shall be delayed, pending review, provided service can be rendered safely, if it is determined that a resident is likely to suffer a serious impairment to health or safety as a result of discontinuance.

GENERAL INFORMATION

3. EXTENSION AND MAINTENANCE OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)

E. SERVICE CONNECTIONS/METER (Cont'd)

(6) Customer Requested Automated Meter Reading Services

For Company owned meters, Customers may request and obtain Automated Meter Reading (AMR) Services from the Company. The Company's AMR Services shall consist of:

(a) A device (an interval meter that stores real-time data in an AMR recorder) which can be used to determine usage information that is read and transmitted to the Company remotely via a telephone line;

(b) Real-time information including hourly usage on a regular and ongoing twenty-four hour lagged basis, which shall be made available to a Customer on an electronic bulletin board or via an electronic transfer; and

(c) A 10-year guarantee on newly installed AMR device capabilities or a five-year guarantee on existing AMR device capabilities.

Installation of a dedicated telephone line, determined by the Company to be suitable for use by the AMR device, shall be the responsibility of the Customer, who must coordinate scheduling of that installation with the Company. Maintenance of, and repairs to, the telephone line shall be the responsibility of the Customer, and shall be performed in a timely fashion. Should the company incur additional costs and expenses to retrieve data as a result of an inoperable telephone line, the Customer shall be responsible for such costs and expenses.

The Customer shall be charged a monthly fee for AMR Services of $20.75 for each service point for real-time hourly information, in addition to any one-time charges associated with installation.

For AMR services requested by the Customer, the Company shall determine what shall be necessary for the service based on the following criteria:

(i) For installation of a new AMR recorder on an existing meter, which is compatible to receive the AMR recorder, the Customer shall be charged a one-time charge of $1,729.00 for the AMR recorder and installation at a Customer's service point; or

(ii) For installation of a new AMR recorder and a new meter, the Company shall charge a one-time charge of $ 2,276.00 for the AMR device and installation at a Customer's service point.

The Company shall limit the AMR services to a total of 1,000 Customer service points until June 30, 1999.

(7) Automated Meter Reading Services Installed at the Discretion of the Company

At any time after the Company installs an AMR device at its own discretion, the Company may choose to remove the AMR device, and shall notify the Customer prior to such removal. The Customer shall have90 days from the date of notification to request that the AMR device remain at the Customer's service point. Upon notification to the Company, the Customer shall be assessed a one-time charge per AMR recorder of $482.00, and the monthly fee of $20.75. If notification from the Customer is not received during such 90 days, the Company may replace, at the Company's discretion, the AMR recorder with a meter compatible with the Company's metering infrastructure, at no cost to the Customer.

If the charges for the telephone line are currently being paid by the Company, those charges must be transferred to the Customer's name at that service point by the end of that 90 day period. If transfer of such telephone charges is not completed by such date, or subsequent AMR usage data is unobtainable due to non-payment of telephone charges by the Customer, the Company, may at its own discretion, replace the AMR recorder at the service point with a meter compatible with the Company's metering infrastructure.

(Continued on next leaf)

GENERAL INFORMATION

3. EXTENSION AND MAINTENANCE OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)

E. SERVICE CONNECTIONS/METERS (Cont'd)

(8) Reserved for Future Use

GENERAL INFORMATION

3. EXTENSION AND MAINTENANCE OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)

F. TRANSFORMER VAULTS

Whenever a transformer vault is necessary to supply a customer with alternating current service in the network district, the customer shall provide space satisfactory to the Company in which space the Company shall construct, at its expense, a transformer vault for housing its transformers and necessary switching equipment. These transformers may, if desired by the Company, be tied in with the Company's secondary distribution system.

Where a transformer vault already available or in service on the customer's premises is adequate for service in the judgment of the Company, and the customer requires a change in the location of the vault, such a change shall only be made at the expense of the customer.

G. STANDBY: AUXILIARY OR BREAKDOWN SERVICE

Customers operating power generating equipment and having equipment that may be operated by privately generated power or by purchased power, may contract for service under an applicable Service Classification.

The customer shall not operate their own power generating equipment in parallel with the Company's service except under control by, and with the Company's consent.

GENERAL INFORMATION

3. EXTENSION & MAINTENANCE OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)

H. TEMPORARY SERVICE

Temporary service is nonrecurring service intended to be used for a short time only, seasonal, or service to a building, structure or personal property which is nonpermanent in that it may be readily removed or relocated. An applicant or customer requiring temporary service for other than a permanent residential dwelling unit shall, upon signing for such service, pay to the Company a nonrefundable amount equal to the estimated cost to the Company for labor, material and all other costs occasioned by the installation and removal of the service.

When the installation presents unusual difficulties as to metering the energy supplied, the Company may estimate the amount of energy consumed and may bill the customer in accordance with such estimated amount applied to applicable rate classification.

If a distribution line is required to be extended in order to provide the temporary service, the applicant shall pay the Company's full costs and expenses for the installation and removal of the distribution line.

As a general rule a trailer is considered to be a non permanent installation. A trailer, building or structure shall be considered permanent when it is not movable and set on and permanently attached to a masonry foundation and connected to a permanent water supply and septic/sewer system. The permanent water supply and the septic/sewer system must be approved by the appropriate municipality or agency having jurisdiction in the area. A foundation under this Rule does not include a concrete or cement pad.

Temporary service shall be furnished under the applicable Service Classification without term limitation.

GENERAL INFORMATION

3. EXTENSION AND MAINTENANCE OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)

I. UNUSUAL CONDITIONS AND INCREASED LOADS

(1) Where the Company cannot be assured that the business to be served shall be permanent or where unusual expenditures are necessary to supply service because of the location, size, or character of the applicant's or customer's installation, facilities shall be constructed only when applicant or customer makes an adequate contribution toward the cost of such facilities, or guarantees continued payment of bills for electric service, or makes other satisfactory arrangements which would be sufficient to warrant the Company to undertake the investment and expense involved.

(2) The customer should give the Company any reasonable advanced written notice, of any proposed new or increased service required, setting forth in such notice the amount, character and the expected duration of time the new or increased service shall be required. If such new or increased load exceeds 150 kilovolt-amperes and if it necessitates new or added or enlarged facilities (other than metering equipment) for the sole use of the customer, the Company may require the customer to make a reasonable contribution to the cost of the new or added or enlarged facilities whenever the customer fails to give assurance, satisfactory to the Company, that the taking of the new or increased service shall be of sufficient duration to render the supply thereof reasonably compensatory to the Company. The customer or the Company may apply to the Public Service Commission for a ruling as to the necessity for and reasonableness of the contribution required.

(3) If a customer is found to be the source of any disturbances, variations, or harmonics that affect the service of another customer or area, the customer causing such disturbances, variation or harmonics shall install the necessary equipment or change operating practices to alleviate such disturbances, variations, or harmonics. If such customer refuses or fails to install such equipment or change operating practices, then the Company shall install the necessary equipment to alleviate the problem. The customer causing such disturbances, variations, or harmonics shall bear the Company's full costs and expenses incurred in remedying the situation.

GENERAL INFORMATION

3. EXTENSION AND MAINTENANCE OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)

J. NEW CONSTRUCTION OF UNDERGROUND FACILITIES IN RESIDENTIAL SUBDIVISIONS

(1) Right-of-Way:
An applicant for service requiring the extension of underground lines shall execute and deliver to the Company free from cost, and in reasonable time to meet service requirements, permanent easements or rights-of-way in accordance with the policies stated in Rules 3.A.(3) and 3.A.(5) of this tariff.

(2) Application and Installation:
For purposes of this Rule 3.J., a subdivision is a tract of land divided into five or more lots for the construction of new buildings, or the land on which new multiple-occupancy buildings are to be constructed, the development of either of which has been approved or was required to have been approved by the governmental authorities having jurisdiction over land use.

Any distribution line, service line and appurtenant facilities necessary to furnish permanent electric service to one or more new multiple-occupancy buildings containing four or more individual dwelling units, and any such facilities necessary to furnish permanent electric service within a residential subdivision in which it is planned to build five or more new residential buildings, and upon compliance by the applicant with the requirements of this Rule, shall be installed underground in accordance with the provisions contained herein:

(a) If the residential subdivision shall require no more than 200 trench feet of facilities per dwelling unit planned within the subdivision; or,
(b) If the developer of the residential subdivision applies for underground service; or,
(c) If underground service is required by a municipal ordinance, or other governmental authority having control of land use.

Upon receipt of written application, the Company shall inform the telephone and CATV companies that service the area in which the residential subdivision is located, of the receipt of such application. Upon compliance by the applicant with the requirements of these rules, the Company shall install underground electric distribution lines with sufficient capacity and of suitable material which, in its judgment, shall assure that the applicant shall receive safe and adequate electric service. The applicant shall provide the Company sufficient building design and electric load information to facilitate the Company's electrical design and adequate space for facility installation.

Such installation shall be made at a time appropriate to render service as determined by the Company, but the Company shall not delay construction after a timely application is received so that the applicant shall be delayed in the sale or other disposal of the buildings or lots, except where such delay is caused by strikes, fire, flood, inclement weather, unavailability of material, civil disorders, or other conditions beyond the control of the Company.

No overhead circuits, including street lighting circuits shall thereafter be installed by the Company within a residential subdivision having underground distribution lines.

Under certain conditions as set forth in Rule 3.J.(10), the Company may install overhead distribution lines in new subdivisions.

(1) Pre-conditions
Prior to construction, the applicant shall:

(a) Execute the Application for Underground Residential Distribution System (shown under Rule 7.D.); and

(b) Comply with any applicable provisions of Rule 3.

GENERAL INFORMATION

3. EXTENSION AND MAINTENANCE OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)

J. NEW CONSTRUCTION OF UNDERGROUND FACILITIES IN RESIDENTIAL SUBDIVISIONS (Cont'd)

(3) Service Connection:

The Company shall designate the service connection point to a building or to a multiple occupancy building and the point at which the service lateral shall connect to the Company's electric distribution lines or equipment. Each service lateral within the lot line and running to each building shall be installed by the applicant in accordance with the Company's specifications.

(4) Excessive Costs:

If the Company receives an application for underground service and the estimated per foot cost of installation for the subdivision is greater than two times the charge per foot filed with the Public Service Commission, the Company or applicant may petition the Public Service Commission to allow overhead service. The petition shall set forth the relevant economic, engineering, or environmental factors. If the necessary facilities are proposed to be in a VSR, the procedures set forth in 16 NYCRR Part 99.2 shall apply.

(5) Connection to Supply System:

The connection from the existing electric distribution system to the underground distribution lines installed within the applicant's subdivision shall be made by the Company.

Allowances, as stated in 3.A.(6)(a), shall be applied to the distribution line within the subdivision and service lines in the subdivision, in that order, unless a governmental requirement mandates the supply line to be placed underground, in which case such allowances shall be applied to the supply line first. Any underground line extension requirements to provide service to the applicant, that exceed the designated allowances, shall be constructed by the Company, but shall require a contribution by the applicant.

Where any part of the supply line, in excess of that portion included in the Company's allowance, is to be placed overhead, an applicant must submit a written application to the Company at least 75 days prior to the projected commencement of the construction of the supply line. The Company must report such projected construction to the Commission no later than 45 days before such construction is commenced. The Commission reserves the right to require the underground installation of particular lines, on the basis of the relevant economic, engineering, or environmental factors.

In the event the Company either intends, at its own discretion, or is required pursuant to this tariff to place underground connecting supply lines between an existing electric system and the underground distribution lines installed within an applicant's residential subdivision, the Company shall inform the telephone company and cable television company serving the area in which the residential subdivision is located. If a new common access route from the existing electric system to the residential subdivision shall be used, the connecting supply lines of the utility and the telephone company and cable television company shall be places underground.

If a governmental authority having jurisdiction to require undergrounding, has required that underground facilities be installed, the Company shall furnish and construct, when necessary, an amount of underground supply circuit from the boundary line of the subdivision to the Company's existing distribution system. The "supply line" shall be charged by actual costs as specified in the URD Statement at the end of this Schedule (P.S.C. No. 19 – Electricity).

GENERAL INFORMATION

3. EXTENSION AND MAINTENANCE OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)

J. NEW CONSTRUCTION OF UNDERGROUND FACILITIES IN RESIDENTIAL SUBDIVISIONS (Cont'd)

(6) Contributions (Deposit Info)

In order to guarantee performance, the Company may require from the applicant before construction is commenced a deposit in a reasonable amount, but in no event more than the estimated total cost of construction. The deposit is in addition to the applicant's payment (contribution) of its share of costs for installation and shall be returned, with interest, to the applicant, on a pro rata basis based on the number of dwelling units connected to and receiving service from the system, when each dwelling unit is connected to the system.

Any portion of the deposit remaining unrefunded five years from the date the Company is first ready to render service from the underground system shall be retained by the Company.

A bond may be posted in lieu of any deposit providing the terms can be mutually agreed upon by the Company and the applicant.

In addition, the Company may require provision for collection in advance of a reasonable sum for administrative costs. The deposit refund interest rate shall be the rate specified by the Commission for interest on deposits.

When the developer is not primarily engaged in the construction of dwelling units within the subdivision and there is no governmental authority requiring undergrounding and overhead facilities are proposed to be installed under Rule 3.J.(10)(a); the Company may require a deposit of the full costs and expenses for the overhead distribution system prior to the start of construction. This deposit shall be returned, with interest, to the applicant, on a pro rata basis based on the number of dwelling units connected t and receiving service from the system, when each dwelling unit is connected to the system.

The foregoing per-foot contribution may be modified by the Company by a filing with the Public Service Commission on or before May 1 of each year. The average cost per foot for these services shall be based upon the simple averaging of the most recent five years annual average costs. If, after the underground system construction is completed, the development of the subdivision is modified by the addition of dwelling units which then take service from the distribution line within the boundaries of the subdivision, the Company shall recalculate the contribution and make an appropriate refund, without interest, but in no case shall the refund exceed the original contribution. Any portion of the charge remaining unrefunded five years from the date the Company is first ready to render service shall be retained by the Company. Any footage allowances provided under Rule 3.A. shall be first applied to the distribution system, including supply lines where supply lines are required to be underground, then to any service lines.

(7) Cooperation

Each applicant shall cooperate with the Company in an effort to keep the costs of construction and installation of the underground electric distribution lines, service lines, and appurtenant facilities, as low as possible, consistent with requirements for safe and adequate service, including reasonable provision for load growth and requirements of 16 NYCRR Part 101.

All sewers, water facilities and drainage facilities shall be installed before the Company commences construction.

(8) Applicant Trenching in Subdivision

A non-residing applicant for underground service to a residential subdivision has the option to do his own trenching, or have it done, and receive payment from the Company for the amount per foot specified in the URD Statement found at the end of this Schedule. For any excavation work done by the applicant, the Company may charge a fee to inspect the applicant's work and insure compliance with Company specifications.

(9) Underground Electric Service Lateral

Underground electric service laterals shall be installed in accordance with the provisions of Rule 3.C.

GENERAL INFORMATION

3. NEW EXTENSION AND MAINTENANCE OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)

J. UNDERGROUND RESIDENTIAL DISTRIBUTION SYSTEMS IN SUBDIVISIONS (Cont'd)

(10) Exceptions to the General Rule

The installation of overhead distribution facilities may be allowed under the following circumstances:

(a) Large Lots

When the average trench footage per dwelling unit planned within a subdivision exceeds 200 feet, and the developer does not request nor has a governmental authority with jurisdiction to do so required that underground facilities be installed, overhead lines may be installed.

(b) Excessive Cost

Where the trench cost per foot would be greater than twice the filed cost per foot shown in the Statement of Underground Residential Distribution Contribution (URD Statement), the Company or applicant may petition the Public Service Commission to allow overhead lines or grant other appropriate relief, if a governmental authority having jurisdiction to do so has not required that underground facilities be installed.

(c) Slow Development of a Subdivision

The Company may install overhead distribution lines in a residential subdivision or section thereof otherwise required to have underground distribution lines when;

(i) The developer of the residential subdivision is not primarily engaged in the construction of dwelling units within the subdivision;
(ii) No governmental authority having jurisdiction to do so has required underground service; and
(iii) Either:

1) Five years have elapsed from the sale of the first lot within the residential subdivision to the first application for installation and the Company has no indication that there shall be any other new applicants in the residential subdivision within six months, or
2) Five years have elapsed from the time of final approval of the residential subdivision and less than 25% of the lots have been sold in the subdivision, or any section thereof except where 10% or more of the lots in the residential subdivision or any section thereof have been sold within the last two years.

In case where overhead installation would be permissible in accordance with conditions (iii), except that less than five years have elapsed and the Company has reason to believe that the residential subdivision shall not be developed sufficiently soon to permit the orderly utilization of underground lines installed to serve the initial applicant(s), the Company may petition the Commission to allow overhead installation. Such petition shall set forth the relevant economic, engineering, or environmental factors.

The petition shall be granted or denied based on those factors.

GENERAL INFORMATION

3. EXTENSION AND MAINTENANCE OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)

J. NEW UNDERGROUND RESIDENTIAL DISTRIBUTION SYSTEMS IN SUBDIVISIONS (Cont'd)

(10) Exceptions to the General Rule (Cont'd)

(d) Environmental Effects

When the Company or applicant believes the installation of overhead lines would be more environmentally desirable than underground facilities, the Company or applicant may petition the Public Service Commission to allow overhead lines, if a governmental authority having jurisdiction to do so has not required that underground facilities be installed.

(i) Service to a residential subdivision may be supplied overhead if no governmental authority having jurisdiction to do so has required undergrounding and the Company can provide service to the entire residential subdivision under the following circumstances:
- By extending its facilities no more than 600 feet in a cul-de-sac where a position of the street within the residential subdivision is served by overhead facilities within or at the entrance of the cul-de-sac; or
- By connecting an area between existing overhead facilities for a distance of 1,200 feet, or less.

(ii) If no governmental authority having jurisdiction to do so has required undergrounding, service to a residential subdivision may be supplied overhead by installing service laterals to new applicants from existing overhead lines.

Where the Company constructs overhead lines because of reasons in paragraph (i) it shall report such overhead construction to the Commission quarterly along with a description of the project. Notwithstanding the foregoing provisions, if the necessary facilities are proposed to be in a VSR, refer to the procedures set forth in 16 NYCRR Part 99.2 shall apply.

(e) Cul-de-sac

Overhead facilities may be installed when no more than 600 feet of overhead extension is required to serve a cul-de-sac where a portion of the street within the subdivision is served by overhead facilities within or at the entrance to the cul-de-sac, if a governmental authority having jurisdiction to do so has not required that underground facilities be installed.

(f) Connection of Existing Overhead Lines

Overhead facilities may be installed when existing overhead distribution lines can be connected by no more than 1,200 feet of extension, if a governmental authority having jurisdiction to do so has not required that underground facilities be installed.

(g) One-pole Extension

Where a one-pole extension, including but not limited to road crossing pole extensions, would enable an existing overhead distribution line to be connected to a proposed distribution line in a residential subdivision, such extension may be installed overhead, rather than underground; provided, however, that if the necessary facilities are proposed to be in a VSR refer to the procedures set forth in 16 NYCRR Part 99.

(h) Service Laterals

Overhead service laterals may be installed in new subdivisions from existing overhead distribution lines, if a governmental authority having jurisdiction to do so has not required that underground facilities be installed.

In unusual circumstances when the application of these rules appears impracticable or unjust to either party or discriminatory to other customers, the applicant or the Company may refer the matter to the Public Service Commission for a special ruling or for approval of special conditions mutually agreed upon prior to commencing construction.

In cases where overhead installation would be permissible in accordance with conditions in 3.J.(10)(c)(iii), except that less than five years have elapsed and the Company has reason to believe that the residential subdivision shall not be developed sufficiently soon to permit the orderly utilization of underground lines installed to serve the initial applicant(s), the Company may petition the Commission to allow overhead installation. Such petition shall set forth the relevant economic, engineering, or environmental factors. The petition shall be granted or denied based on those factors.

GENERAL INFORMATION

3. EXTENSION AND MAINTENANCE OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)

K. INSTALLATION OF FACILITIES IN VISUALLY SIGNIFICANT RESOURCE (VSR) AREAS

All new lines in Visually Significant Resource (VSR) Areas will be evaluated in accordance with 16 NYCRR Part 99 to determine whether underground or overhead construction is appropriate, provided the Company has not expended up to its maximum obligation as set forth in 16 NYCRR Part 99.2.

This section applies to new construction on public and private land in VSRs, where a qualified agency:

(i) has no statutory authority to require the underground construction of a particular distribution or service line; and

(ii) has supplied to the Company and to the Commission, and the Commission has accepted and approved a map(s) of the particular VSR, at a scale appropriate to such VSR, showing its boundaries in sufficient detail to permit the Company to comply with the requirements of this Rule, and should be accompanied by a textual description where clarification of the VSR boundaries is desirable.

If it is determined after the report and assessment required by 16 NYCRR 99.2(b) and (j) that an extension will be installed underground within a VSR, the Company will be responsible for that portion of the costs and expenses of both the distribution line extension and service line that exceeds the amount that the applicant would have been required to pay for the installation of comparable overhead facilities.

Where any telephone company has been permitted to install a distribution or feeder facility necessary to furnish permanent telephone service overhead in a particular VSR, the Company may install a distribution or service line necessary to furnish permanent electric service overhead using the poles which were used for the telephone facility.

VSR(s) located in the Company's Franchise Area are set forth on the statement titled "Statement of Visually Significant Resource Areas" filed with the Public Service Commission. Such Statement shall be filed with the Public Service Commission whenever changes are warranted pursuant to 16 NYCRR Part 99.

GENERAL INFORMATION

3. EXTENSION AND MAINTENANCE OF COMPANY FACILITIES TO SERVE CUSTOMER (Cont'd)

K. INSTALLATION OF FACILITIES IN VISUALLY SIGNIFICANT RESOURCE (VSR) AREAS (Cont'd)

The Company will provide a written report to the agency which designated or administers the VSR, any agency having jurisdiction over affected public land and the Commission, of its intention to install, or provide for the installation of, the necessary facilities underground or overhead, at least 60 days before construction is planned to commence.

The Company may provide the written report described therein within 30 days after the commencement of construction if the necessary distribution or service line is installed overhead on a temporary basis, pending the review of the Company's report.

The Company may install permanent overhead facilities if the Company, before installation:

(i) determines that the situation is an emergency; and
(ii) obtains the written approval of the appropriate agency (ies); and
(iii) upon written request, obtains the written approval of the Secretary of the Commission.

If undergrounding is otherwise required in a VSR, and the per-foot cost of installing the necessary facilities will be greater than two times the Company's annual cost per foot, the Company or the applicant may petition the Secretary of the Commission to allow overhead installation.

If an agency intends to supply a map or maps of a VSR(s) to the Company and the Commission, such agency shall consult with the Company and the Commission's Staff as to the appropriate scale(s) and other details of such map(s) prior to the filing of such map(s) with the Commission.

The length of time in which the Company can respond to a request for electric service and install such service for qualified applicants may be affected by project reporting procedures and conditions governing construction practices of undergrounding facilities as set forth in Part 101 of the Public Service Commission's regulations, 16 NYCRR Parts 99, 100 and 101

This Rule shall remain in full force and effect for a period of five years ending November 21, 1998.

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.

(Continued on next leaf)

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.

(Continued on next leaf)

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.

(Continued on next leaf)

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.

(Continued on next leaf)

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 under-billing, 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.

(Continued on next leaf)

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.

(Continued on next leaf)

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. A Community Distributed Generation ("CDG") satellite customer, as described in Rule 23, who has not received an invoice within 75 days from the end of the Host's applicable billing period , shall receive a credit of $10 on their invoice. The customer shall receive an additional $10 credit for each month beyond the initial 75-day period that the CDG credits are applied, and invoiced ("Monthly Credit").
    a. Monthly Credits shall not be provided in instances where the delay in credit allocation is caused by the CDG Host not providing the Company with a timely up-to-date subscriber list and/or allocation form, metering data inputs, or other factors not within the Company's control.

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.

(Continued on next leaf)

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 + 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 1st. 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 a Commission Order. 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:
The CEF surcharge rate collects funds associated with clean energy activities administered by NYSERDA for the CEF and includes the following program activities: NYSERDA Low- to Moderate-Income (LMI) and Non- LMI Energy Efficiency and Building Electrification (EEBE) Portfolios. 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.
3. The NYSERDA LMI EE/BE Surcharge shall collect funds for the LMI EE/BE Portfolio for the 2026-2032 period. Costs to be included shall be specified by the Commission under Case No. 25-M-0249. The rate shall be set annually with LMI EE/BE program costs divided by projected sales, plus or minus any under- or over-collections, with uncommitted funds and accrued interest used to offset future collections.
4. The NYSERDA Non-LMI EE/BE Surcharge shall collect funds for the Non-LMI EE/BE Portfolio for the 2026-2032 period. Costs to be included shall be specified by the Commission under Case No. 25-M-0248. The rate shall be set annually with Non-LMI EE/BE program costs divided by projected sales, plus or minus any under- or over-collections, with uncommitted funds and accrued interest used to offset future collections.

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. Company-Administered Energy Efficiency/Building Electrification ("EE/BE") Programs Surcharge
Costs associated with the Company-administered EE/BE programs shall be recovered from customers through the SBC. Costs shall be allocated to customers using the same allocations as included in base rate recoveries for the most recent rate case and recovered from customers on a per kWh basis for non-demand billed service classes, on a per kW basis for demand billed service classes, and on a On-Peak As-Used demand basis for SC-14 and SC-15.

GENERAL INFORMATION

4. METERING AND BILLING (Cont'd)

Reserved for Future Use

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.

G. Innovation and Research ("I&R") Portfolio Surcharge

The Company shall recover costs associated with the NYSERDA administered I&R portfolio.

The rate shall be set annually to recover costs associated with NYSERDA I&R portfolio, set forth by the Commission under Case No. 25-M-0421, divided by projected sales to recover the necessary collections, plus or minus any under- or over-collections, with uncommitted funds and accrued interest used to offset future collections as directed by the Commission.

The exemptions identified in Rule 4.L.D. above 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 (DSR) 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. DSR Target for the Rate Year is set forth in accordance with the Commission Order issued and effective on May 14, 2026. The Delivery Service Revenue Target for the Rate Year 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 (including EV Phase-In Rate TOU Energy Charges established in Rule 19) for delivery (per kWh), Contract Demand Change (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, the Rate Year shall be effective May 1st through April 30th of the following year.

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 pro-rated 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.

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

GENERAL INFORMATION

4. METERING AND BILLING (Cont'd)

L.1 **RESERVED FOR FUTURE USE**

GENERAL INFORMATION

4. METERING AND BILLING (Cont'd)

Reserved For Future Use

GENERAL INFORMATION

4. METERING AND BILLING (Cont'd)

Reserved For Future Use

4. METERING AND BILLING (Cont'd)

Reserved for Future Use

GENERAL INFORMATION

4. METERING AND BILLING (Cont'd)

Reserved for Future Use

GENERAL INFORMATION

4. METERING AND BILLING (Cont'd)

L.2 Reserved for Future Use

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.

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

GENERAL INFORMATION

4. METERING AND BILLING (Cont'd)

L.4 Reserved for Future Use

GENERAL INFORMATION

4. METERING AND BILLING (Cont'd)

Reserved for Future Use

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

Issued in compliance with Orders in Case Nos. 19-E-0380, dated November 19, 2020 and Case No. 20-E-0376, dated July 29, 2020.

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-l, 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 a severe weather, prevent the Company from performing as planned.

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 72nd 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.

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 72nd 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 72nd 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.

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.

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 94% 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.

d. A customer participating in the New York Independent System Operator Distributed Energy Resource Aggregation Program shall not be eligible to receive Performance Payments under this 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).

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.

   Energy Storage System (ESS): A Customer's Energy Storage equipment that allows the Company to remotely control the equipment when an Event is called. For purposes of this Program, Energy Storage System means one or more devices as may be required to control the equipment. Each Energy Storage System contains a feature that allows the customer to override the Company's control of the customer's equipment. The system must be provided, installed, and connected to the Internet by the Customer or its Service Provider and the system must be able to communicate with RG&E's control system.

   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.

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

T. Direct Load Control Program

4. Definitions (Cont'd)

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. Customers Enrolling an Energy Storage System through a Service Provider
Eligible Customers with ESS who enroll in the Program through a Service Provider, with their own Control Device or a Control Device provided by the Service Provider shall be eligible for a performance incentive at the end of each Capability Period in which they participate, based upon their average calculated performance across all Events called during the Capability Period. With written consent from the Customer, this annual incentive may be made payable directly to the Customer's Service Provider.

9. 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.

GENERAL INFORMATION

4. METERING AND BILLING (Cont'd)

T. Direct Load Control Program (Cont'd)

10. 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 18 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 18 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.

E. Statewide Solar For All ("S-SFA") 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 S-SFA Program pursuant to Rule 39.

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 applythe 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.

3. Enhanced Energy Affordability Program

The Enhanced Energy Affordability Program ("EEAP") provides monthly bill discounts to eligible residential customers who do not qualify for the Company's Low-Income Program (EAP) but whose household income is below the State Median Income ("SMI").

GENERAL INFORMATION

4. METERING AND BILLING

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

3. Enhanced Energy Affordability Program (Cont'd)

A. Eligibility
To qualify for EEAP, a customer must:
a. Be a residential electric customer of the Company taking service under Service Classification No. 1 or Service Classification No. 4 of this schedule, and/or a residential gas customer of the Company taking service under PSC No.16, Service Classification No. 1.
b. Have a verified household income below 100% of SMI.
c. Have been previously unable to qualify for and enroll in EAP.

B. Enrollment
Enrollment shall be conducted through a self-certification process with income verification, subject to audit. The Company may utilize a third-party clearinghouse or other verification mechanism approved by the Commission.
a. After 18 months of enrollment, Customers must recertify eligibility for EEAP.

C. Discounts
Monthly discounts shall be calculated using the methodology approved by the Commission for the Company's Energy Affordability Program (Rule 4.U.1. Low Income Program), adjusted for EEAP income tiers. Discounts shall be applied to the total bill, including both delivery and supply charges, regardless of the customer's energy supplier.

Monthly Discounts shall be calculated based on the following income tiers:
a. Tier 1: less than 60% of SMI
b. Tier 2: 60-80% of SMI
c. Tier 3: 80-100% of SMI

Minimum monthly discounts shall be:
a. Discounts for Tier 1 customers shall be equivalent to Tier 1 of the Company's Low Income Program, set forth on the EAP Statement.
b. $3.00 for Tier 2 customers
c. $1.00 for Tier 3 customers

GENERAL INFORMATION

5. TERMINATION OF SERVICE

A. TERMINATION OF SERVICE DUE TO DEFAULT

(1)Conditions for Termination:

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

(a) Fails to pay any tariff charge due on the customer's account for which a written bill has been rendered,
  (i) For a residential customer, if the charges are for service rendered during periods in excess of the 12 month period, termination shall be permitted in cases involving billing disputes during the 12 month period, estimated bills, the culpable conduct of the customer or excusable Company delays, and provided that the Company commences billing not more than four months after the resolution of the billing dispute, the adjustments to estimated bills, or the cessation of excusable delays by the Company or customer,
  (ii) For a non-residential customer, if the charges reflect service used more than six years prior to the time the bill first containing these charges was rendered, then the charges must be pursued by other methods of collection; or

(b) Fails to pay amounts due under a deferred payment agreement; or

(c) Fails to pay a lawfully required security deposit requested in accordance with Rule 2.B.; or

(d) Fails to comply with a provision of the Company's schedule which permits the Company to refuse to supply or to terminate service; or

(e) Is a non-residential customer, and fails to provide reasonable access to the premises for necessary or proper purposes in connection with rendering of service, including meter installation, reading, testing, maintenance, removal, or securing, of the Company's property, and the customer has not advised the Company that the customer does not control access to the meter, nor advised the Company who does have control over access.

(2)Notice of Termination:

(a) Time:
  (i) Residential - The Company may terminate the supply of electricity at least 15 days after a final termination notice has been served personally upon the customer or mailed to the customer. This notice may not be issued until at least 20 days have elapsed from the date payment was due.
  (ii) Non-residential - The Company may terminate the supply of electricity:
    (aa) At least five days after a final termination notice has been served personally upon the customer; or
    (bb) At least eight days after mailing a final termination notice in post- paid wrapper to the customer, addressed to such customer at premises where service is rendered; or
    (cc) At least five days after the customer has either signed for or refused a registered letter containing a final termination notice, addressed to such customer at premises where service is rendered.

If the customer in Rules (i) or (ii) above has specified to the Company in writing an alternate address for billing purposes, the final termination notice shall be sent to such alternate address rather than to the premises where service is rendered. The notice shall contain the requested information set forth in Rule (2)(b).

GENERAL INFORMATION

5. TERMINATION OF SERVICE

A. TERMINATION OF SERVICE DUE TO DEFAULT

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

(b) Format:
Every notice indicating termination of service will:

(i) clearly indicate in non-technical language:

(aa) the reason for service termination;

(bb) the total amount required to be paid by the customer to avoid termination of service, indicating the amount for which the customer's account is either in arrears or the required deposit, if any, which must be posted by the customer, or both;

(cc) a method whereby the customer may tender payment of the full sum due and owing, including any required deposit, to avoid the termination of his service;

(dd) the availability of Company procedures to consider customer complaints prior to termination, including the address and telephone number of the office of the Company the customer may contact in reference to his account; and

(ee) the earliest date on which termination may be attempted; and

(ii) have printed on the face therefore in a size type capable of attracting immediate attention, the following:
"THIS IS A FINAL TERMINATION NOTICE." "PLEASE BRING THIS NOTICE TO THE ATTENTION OF THE COMPANY WHEN PAYING THIS BILL."

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

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

(aa) a statement that Commission procedures are available for considering customer complaints when a customer is not satisfied with the Company's handling of the complaint, and including the address and phone number of the Commission.

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

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

(3) Verification of Delinquent Account Prior to Termination
The Company will not terminate service for non-payment of bills rendered or for failure to post a required deposit unless:

(a) It has verified that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the notice period required by Rule 5.A.(2); and

(b) It has verified on the day termination occurs that payment has not been posted to the customer's account as of the opening of business on that day, or has complied with procedures established pursuant to Rule 5.A.(4)(b).

(4) Rapid Posting of Payments in Response to Notices of Termination
The Company shall take reasonable steps to establish procedures to insure that any payments made in response to notices of termination, when the customer brings the fact that such notice has been issued to the attention of the Company or its authorized collection agents, are either:

(a) Posted to the customer's account on the day payment is received; or

(b) Processed in some manner so that termination will not occur.

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

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

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

(a) Residential - The Company shall not terminate service, except as provided by Rule 5.G, for non-payment of bills or failure to post a required deposit on:

(i) A Friday, Saturday, Sunday or public holiday; or

(ii) A day on which the business offices of the Company or the Commission are closed; or

(iii) A day immediately preceding either a public holiday or day on which the Company's business offices are closed; or

(iv) During a two-week period encompassing Christmas and New Year's Day.

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

(b) Non-residential - The Company shall not terminate service, except as provided by Rule 5.G, for non-payment of bills or failure to post a required deposit or failure to provide access on:

(i) A Saturday, Sunday or public holiday; or

(ii) A day on which the business offices of the Company or the Commission are closed.

(c) Disconnections shall only be made between the hours of 8:00 a.m. and 6:00 p.m., except that on days preceding the days listed in (b)(i) and (ii) above, termination may only occur after 3:00 p.m. if the customer is informed by personal contact prior to termination that termination is about to occur and the Company is prepared to accept a check for payment required to avoid termination. The term public holiday as used in (a) and (b) refers to those holidays defined in the General Construction Law.

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

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

(6) Voluntary Third Party Notice Prior to Termination of Service
The Company shall permit a residential customer to designate a third party to receive a copy of every notice of termination of service sent to such residential customer, provided that such third party indicates in writing his or her willingness to receive such notices. Residential customers shall be notified annually of the availability of the third party notice procedure.

(7) Termination of Service to Entire Multiple Dwellings
The Company shall not terminate service to an entire multiple dwelling (as defined in the Multiple Dwelling Law or the Multiple Residence Law) unless the notices specified in Section 33 of the Public Service Law have been given, provided that where any of the notices required thereunder are mailed in a post-paid wrapper there shall be no termination of service until at least 18 days after the mailing of such notices.

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

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

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

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

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

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

The Company shall not terminate residential service on any given day when the temperature is forecasted to be at or above 85 degrees Fahrenheit in a customer's geographic operating region. The forecast to be used shall be provided by the United States National Weather Service.

(10) Termination of Residential Service Special Procedure:
Special emergency procedures, required by 16 NYCRR Part 11.5 provide special protections for specified residential customers regarding the termination and restoration of service in cases involving medical emergencies, the elderly, blind or disabled, terminations during cold weather, and terminations during extreme heat.

Copies of the Company's special procedures are on file with the Commission and are available to the public upon request at Company offices where applications for service may be made.

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

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

(11) No Additional Notice Required When Payment by Check is Subsequently Dishonored
Receipt by the Company of a subsequently dishonored negotiable instrument in response to a notice of termination shall not constitute payment of a customer's account and the Company shall not be required to issue additional notice prior to termination. The Company shall charge the customer a handling charge as provided for under Rule 4.C.(3).

(12) Reconnection of Service
When a customer's service is terminated in accordance with Rule 5.A for non-payment of bills, the Company reserves the right to refuse to furnish service to:

(a) A residential customer at the same or any other location until:
  (i) The Company receives the full amount of arrears for which service was terminated; or
  (ii) The Company and the customer reach agreement on a deferred payment plan and the customer pays a down payment, if required; or
  (iii) The Commission or its designee so directs; or
  (iv) The Company receives a commitment of a direct payment or written guarantee of payment from the social services official of the social services district in which the customer resides; or
  (v) The Company has notice that a serious impairment to health or safety is likely to result if service is not reconnected. Doubts as to whether reconnection of service is required for health or safety reasons shall be resolved in favor of reconnection.
  (vi) The Company shall reconnect service to any customer that was suspended as a result of a Supplier-initiated request for suspension for non-payment of commodity service upon the expiration of one year after termination of commodity service by the Supplier. See Rule 5.J. of this Schedule, Termination of Service in Regard to the Purchase of ESCO Accounts Receivable Program (POR).

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

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

(12) Reconnection of Service (Cont'd)

(b) Non-residential customers at the same or any other location until receipt by the Company of all tariff charges including the lawful reconnection charge, any other charges, fees or penalties due, legal fees, court costs, and disbursements, if applicable, and either:

(i) The full amount of arrears and/or a security deposit for which service has been terminated and any other tariff charges billed after the issuance of the termination notice which are in arrears at the time reconnection is requested; or

(ii) The Company and customer reach agreement on, and sign, a deferred payment agreement for the amounts set forth in (b)(i) above and the customer pays a down payment if required; or

(iii) In the case where service was terminated solely for failure to provide access, the customer has allowed access and has made reasonable arrangements for future access; or

(iv) In the case where service was terminated solely for a violation of the tariff and, at the option of the Company, either receipt by the Company of adequate notice and documentation, or a field verification that the violation has been corrected; provided, however, that the field verification, if required, shall be arranged within two business days of the customer's request or such later time as may be specified by the customer; or

(v) If service was terminated for two or more independent reasons, and the customer has satisfied all conditions for reconnection. The reconnection will be accomplished within the time period applicable to the last condition satisfied; or

(vi) The Commission or its designee directs service to be reconnected.

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

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

(12) Reconnection of Service (Cont'd)

(c) The Company shall reconnect service, unless prevented by circumstances beyond the Company's control or where a customer requests otherwise, to any terminated customer not more than 24 hours after the above conditions of this rule have been satisfied. Whenever circumstances beyond the Company's control prevent reconnecting of service within 24 hours, service shall be reconnected within 24 hours after those circumstances cease to exist (including, but not limited to, times when a Supplier fails to timely notify the Company of Supplier's receipt of payments due).

(d) A reconnection charge shown in the Special Services Statement shall apply when (1) the conditions set forth above have been satisfied, or (2) the suspension of delivery service was at the request of an ESCO, as described in Section 5.J. of this Schedule, Termination of Service in Regard to the Purchase of ESCO Accounts Receivable Program (POR); and the customer requests restoration of service during or after normal business hours.

(e) The customer, or person who controls access to the meter, shall be responsible for the payment of any charges associated with a court action to gain access to and remove a meter(s) and discontinue service. Such charges shall not exceed 150% of the previous calendar year's average cost per incident.

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

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

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

(a) Residential

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

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

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

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

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

GENERAL INFORMATION
5. TERMINATION OF SERVICE (Cont'd)

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

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

(a) Residential (Cont'd)

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

(aa) A down payment up to 15% of the amount covered by the deferred payment agreement or the cost of one-half of one month's average usage, whichever is greater, unless such amount is less than the cost of one-half of one month's average usage, in which case the down payment may be up to 50% of such amount; and monthly installments of up to the cost of one-half of one month's average usage or one-tenth of the balance, whichever is greater.

(bb) Any specific terms for down payment and payment mutually agreed upon after negotiation by the Company and customer.

(cc) If the customer demonstrates financial need, no down payment and installments as low as $10 per month above current bills.

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

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

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

(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) An electric customer who, during the previous 12 months, had a combined average monthly billed demand for all its accounts with the Company in excess of 20 kW, or who registered any single demand or any account in excess of 40 kW; or

(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).

(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 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.

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)

(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.

B. TERMINATION OF SERVICE DUE TO FRAUD

If tampered equipment (as defined in Rule 1) is found on the customer's premises, or if any fraud upon the Company is practiced upon the customer's premises, the Company may, after giving notices required by law, and complying with 16 NYCRR 13 discontinue the supply of electric energy to the customer and remove its meter, apparatus and wires. Service shall not be restored to such a customer until he has paid the Company all damages occasioned or sustained, including the full costs and expenses of removing and restoring the meter, apparatus and service lateral.

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

C. Reserved For Future Use

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

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

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

E. TERMINATION OF SERVICE DUE TO CUSTOMER REQUEST

(1) Upon receipt of either oral or written notification from the residential customer that the customer will not require or be responsible for the electric service as of a certain date, the Company shall notify such customer of their right to an actual meter reading. At the customer's option, the Company shall attempt an actual meter read within 48 hours of such request for termination (provided that if circumstances beyond the control of the Company make an actual reading of the meter extremely difficult, the Company shall not be required to provide an actual meter read) and render a final bill.
   a. If the requested meter read is to be performed on a date other than the customer's regularly scheduled read, the Company may assess a Special Meter Read Fee equal to the charge shown in the Special Services Statement. The Special Meter Read Fee will be assessed per customer, per premises. A customer that is taking both electric and gas service from the Company shall only be assessed one Special Meter Reading fee per premises.

(2) Upon receipt of either oral or written notification from the non-residential customer that the customer will not require or be responsible for the electric service as of a certain date, the Company shall attempt to read the meter within 48 hours of such request for termination, render a final bill and at its option terminate the service.

(3) In the case where the Company was unable to obtain an actual final meter reading on the requested date, the Company may estimate the customer's final billing according to the best available information. The Company shall not be required to provide a physical meter reading during a holiday or non-work day, however, the Company shall provide such meter reading on the next working day.

F. TERMINATION OF SERVICE WHEN THERE IS NO CUSTOMER

Applicability:

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

(1) when there is no customer and service is being provided through tampered equipment;

(2) when, in the case of a Non-residential customer, there is no customer and the Company can show that the user shall require service for less than one week, provided the Company makes a reasonable effort to notify the user and provide the user with an opportunity to apply for service before termination;

(3) when there is no customer and the Company has provided advance written notice to the occupant stating the Company's intent to terminate service unless the responsible party applies for service and is accepted as a customer. Such notice shall be made either by posting 48 hours or by mailing at least five, but no more than 30 calendar days before disconnection.

(4) as permitted by Rule G of this part.

(5) Nothing in this section shall affect a utility's obligation to comply with the additional requirements set forth in Rule 5.A.7 of this part relating to termination of service to multiple dwellings and two family homes.

G. TERMINATION OF SERVICE DUE TO EMERGENCY CONDITIONS

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

(1) An emergency may threaten the health or safety of a person, a surrounding area or the Company's generation, transmission or distribution systems; or

(2) There is a need to make permanent or temporary repairs, changes, or improvement in any part of the Company's system; or

(3) There is a governmental order or directive requiring the utility to do so.

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

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

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

H. LOAD SHEDDING

Load shedding in response to system-wide or local abnormal or emergency events will be on a non-discriminatory basis without regard to the Energy Supplier that serves the affected customer. Load shedding procedures will be initiated under the following conditions:

(a) When system frequency drops below 59.3 Hertz and automatic under-frequency relays disconnect load in order to reverse the declining frequency.
(b) When the Company is ordered to shed load by the NYPP or ISO.
(c) When the Company responses, short of load shedding, to transmission or distribution emergencies are not successful, and time constraints do not allow for corrective actions other than load shedding.

Public notifications of load shedding will be made as soon as practicable.

I. TEMPORARY TERMINATION OF SERVICE DUE TO CUSTOMER REQUEST

A customer may request power outages in order to provide isolated work areas for maintenance or modification of its facilities. Should the Company incur additional costs and expenses in order to ensure a requested outage date and/or time can be satisfied, the Company will consult with the customer to consider rescheduling the outage to avoid or reduce costs. The Company will be compensated by the customer for any incremental costs and expenses incurred by the company in support of the requested outage.

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

J. DISCONTINUANCE OF SERVICE IN REGARD TO THE PURCHASE OF ESCO ACCOUNTS RECEIVABLE PROGRAM (POR)

Non-Residential Customers

The Company is authorized to disconnect its delivery service and the ESCO's commodity service, in accordance with 16 NYCRR Part 13, to non-residential customers where (i) the customer fails to make full payment of all amounts due on the consolidated billing; (ii) the Company has purchased the ESCO receivable; and (iii) the ESCO furnishes the Company an affidavit from an officer of the ESCO representing to the Company that the ESCO has notified its current non-residential customers and shall notify its future non-residential customers that the Company is permitted to disconnect the customer for non-payment of the ESCO charges. The ESCO shall indemnify the Company for any cost, expense, or penalty if the customer's service is discontinued for non-payment and the customer establishes that it did not receive such notification. ESCOs participating in the POR waive the right to seek termination for non-payment of ESCO commodity service and/or to request suspension of the Company's distribution service.

Residential Customers

The Company, in accordance with applicable provisions of law, may disconnect its delivery service and the ESCO's commodity service (collectively, "utility service") to residential customers who fail to make full payment of all amounts due on the consolidated billing, including the amount of the purchased ESCO receivables. Residential customer disconnected from utility service under the POR shall be reconnected to service upon the payment of the arrears that were the subject of the disconnection, which may include both delivery and supply charges, or a lesser amount as specified in Public Service Law Section 32(5)(d). ESCOs participating in the POR waive the right to seek termination of ESCO commodity service and/or to request suspension of the Company's distribution service.

Reserved for Future Use

GENERAL INFORMATION

6. LIABILITY

A. CONTINUITY OF SUPPLY

The Company shall endeavor at all times to provide a regular and uninterrupted supply of service (except where the terms and conditions of a particular Service Classification provide otherwise), but in case the supply of service shall be interrupted or irregular or defective or fail from causes beyond the Company's control (including without limiting the generality of the foregoing, executive or administrative rules or orders issued from time to time by State or Federal officers, commissions, boards or bodies having jurisdiction), or because of the ordinary negligence of the Company, its employees, contractors, subcontractors, servants or agents, the Company shall not be liable therefore.

Customers requiring service which is uninterrupted, unreduced or unimpaired on a continuous basis should provide their own emergency or back-up capability.

Notwithstanding the foregoing, Section 4.Q governs the Companies' obligation to pay bill credits and reimbursement for spoiled food or medicine following a qualifying Widespread Prolonged Outage.

GENERAL INFORMATION

6. LIABILITY (Cont'd)

Reserved for Future Use

GENERAL INFORMATION

6. LIABILITY (Cont'd)

B. CUSTOMER'S EQUIPMENT

Neither by inspection nor non-rejection, nor in any other way, does the Company give any warranty, expressed or implied, as to the adequacy, safety or other characteristics of any structures, equipment, wires, conduit, appliances or devices owned, installed or maintained by the customer or leased by the customer from third parties.

C. COMPANY EQUIPMENT

The Company will not be liable for any injury, casualty or damage resulting in any way from the supply or use of electricity or from the presence or operation of the Company's structures, equipment, wires, conduit, appliances or devices on the customer's premises, except injuries or damages resulting from the negligence of the Company.

D. IMPROPER TURN OFF

In cases where intentional disconnections of individual customers are made in error, the Company will:

(a) reimburse residential customers served either directly or indirectly for their losses actually sustained, not to exceed $100 for any one consumer for any one incident, as the result of improper turn offs of service lasting more than 12 hours, when such losses consist of the spoilage of food or medicine for the lack of refrigeration.

(b) reimburse non-residential customers served either directly or indirectly for their losses actually sustained, not to exceed $2000 for any one customer for any one incident, as the result of improper turn offs of service lasting more than 12 hours when such losses consist of the spoilage of perishable merchandise for lack of refrigeration.

Customer claims in the above cases must be made within a 90-day period following the improper turn off incident.

E. INTEGRATED ENERGY DATA RESOURCE

The Company has provided non-anonymized and non-aggregated customer specific data to the State's Integrated Energy Data Resource ("IEDR") pursuant to the New York Public Service Commission's Order Addressing Integrated Energy Data Resource Matters issued on October 13, 2023 in Case 20-M-0082. If such data is improperly released from the IEDR as the result of a cyber-related incident, or inadvertently disclosed by the IEDR administrator or its agents or contractors due to an operational error, the Company will not be liable for such release or disclosure. Consistent with the Commission's policies regarding data ownership, the customer (not the utility), is the owner of the customer's data.

GENERAL INFORMATION
7. FORMS

A. RESIDENTIAL SERVICE APPLICATION FORM

RESIDENTIAL SERVICE AGREEMENT

INSTRUCTIONS: This is a written application for RG&E service. You may use this to apply for residential gas and/or electric service. Unless certain conditions apply, you are not required to complete a written application for service. You may call RG&E at 1-800-RGE-2110 to apply for service by telephone. If a written application is required, you will be notified at that time.

INFORMATION (Completed by Applicant)			
Billing Name:			
Address Where You Want Service:	City:	State:	Zip:
Mailing Address:	City:	State:	Zip:
Day Phone #:	Evening Phone #:	Fax #:	
Date Responsible for Service:	Service Requested ☐ Electric:- RG&E Supply Service ☐ Gas		
Date RG&E can have access to read the meters: _____	Customer Turn-on Readings: ☐ Electric: _____ ☐ Gas: _____		
Do you control access to the property? ☐ Yes ☐ No. List the name, address and phone number of the person who controls access.			
Name:	Phone #:		
Address:	City:	State:	Zip:

IDENTIFICATION (Completed by Applicant)			
INSTRUCTIONS: Provide RG&E with two forms of verifiable identification.			
NY Driver's License Number: ☐ New York State ☐ Other State Please List			
Non-Drivers State Identification Number: ☐ New York State ☐ Other State (Please List			
Social Security Number:			
ID Type:	ID Number:	ID Type:	ID Number:
Previous Service Address:	City:	State:	Zip:
Previous Service Address:	City:	State:	Zip:
How long will you need the service?: ☐ < 1 year ☐ > 1 years ☐ Seasonal	Do you ☐Own property		☐Rent property?
If you rent, what is the term of the lease? ☐ 1 Year ☐ Monthly ☐ Weekly ☐ Daily ☐ None ☐ Other (list)			
Are there any residents that are on Life Support Devices or have a serious medical condition? ☐ No ☐ Yes. Please detail below			

OFFICE USE (Completed by RG&E)		
Account #:	Amount:	Reason: ☐ Short Term /Seasonal ☐ Other (specify)
Is a deposit required? ☐ No ☐ Yes		
☐ ID Verified ☐ Service Responsibility Verified ☐ Payment Agreement Made		

Balance Owed: $	Account #:	Account Balance: $
Balance Owed: $	Account # :	Account Balance: $
Payment Required to Obtain Service: $		
Additional Notes:		

SIGNATURE (Applicant must sign; otherwise, the application will not be accepted))

Applicant: As indicated, I hereby apply for gas or electric service, or both at the above address. I have accurately completed this application to the best of my knowledge and ability. I agree to comply with the applicable provisions of RG&E's Tariffs and agree to pay all charges under the appropriate service classification. I further understand that when I move I must contact RG&E to have service shut-off. If I am denied service, I have the right to a written reply stating the reasons for the denial. If not satisfied, I may contact the Public Service Commission at 1-800-342-3355.

Applicant Name (Print) _____

Applicant Signature _____ Date: _____

RG&E Signature _____ Date: _____

GENERAL INFORMATION
7. FORMS (Cont'd)

B. GENERAL SERVICE APPLICATION FORM

NON-RESIDENTIAL SERVICE AGREEMENT

INSTRUCTIONS: Applicants, complete the following sections of this form: Information, Service Location, Service Type Requested, and Signature sections. This information is required as a condition of obtaining service from RG&E. If this application is for more than one service location, then please provide a separate signed list of additional service addresses requested.

INFORMATION (Completed by Applicant)			
Account Name:			Suite / Store #:
Service Address:	City:	State:	Zip:
Mailing Address:	City:	State:	Zip:
Day Phone #:	Evening Phone #	Fax #:	
Address of Prior / Existing RG&E Service Using Same Account Name:	City:	State:	Zip:
Primary Contact Person:	Phone # (if different):		
For Partnerships & DBAs, enclose a copy of the filed DBA or Partnership papers: ☐ Required ☐ Not required (on file)			
☐ Individual ☐ Partnership ☐ Corporation ☐ DBA (specify name)			
Name:	Social Security #:	Employer Tax ID #:	
Home Address:			
Name:	Social Security #:	Employer Tax ID # :	
Home Address:			
For Corporations, enclose a copy of the certificate of incorporation, which lists principal officers: ☐ Required ☐ Not required (on file)			
Employer Tax ID #:			
Tax Exempt Status: ☐ Taxable ☐ Exempt ☐ Partial Exempt. If partial or exempt, enclose a copy of exemption certificate			

SERVICE LOCATION INFORMATION (Completed by Applicant)	**Additional Protections may be available under Part 11 of 16 NYCRR for residential uses.**
If residential, specify the number of residential units:	
Do you control access to the meter? ☐ Yes ☐ No. List name, address ,and phone number of the person controlling access below:	
Name:	Phone:
Address:	City: State: Zip:
Will this service be used exclusively for religious purposes by a religious corporation or association? ☐ **Yes** ☐ **No**	
Will this service be used by a post or hall owned or leased by a not-for-profit corporation that is a veterans' organization? ☐ **Yes** ☐ **No**	
Will this service be used exclusively by a not-for-profit corporation in a community residence for the mentally disabled? ☐ **Yes** ☐ **No**	

SERVICE TYPE REQUESTED (Completed by Applicant)

The questions that follow are designed to assist RG&E in placing you on the proper and most beneficial service classification. **The information you supply will be used to determine your service classification**. A complete description of all service classifications and their terms are listed in RG&E's Gas and Electric Tariffs, which are available for inspection at any RG&E office as well as on RG&E's website (www.rge.com).

☐ **ELECTRIC SERVICE**
Will consumption be similar to prior customer?
Requested Effective Date: _____
☐ Yes, same service classification as prior.
☐ No. Has Electric Service Request Form been completed?
☐ Yes
☐ No Contact RG&E Marketing and Sales Department at (585) 771-6040 for an Electric Service Request Form.

☐ AREA LIGHTING

☐ **GAS SERVICE**
Will consumption be similar to prior customer?
Requested Effective Date: _____
☐ Yes, same service classification as prior.
☐ No. Has Gas Service Request Form been completed?
☐ Yes
☐ No Contact RG&E Marketing and Sales Department at (585) 771-6040 for Gas Service Request Form.

☐ **OTHER SERVICE**
Requested Effective Date: _____
☐ Facility Relocation (Describe) _____
☐ Disconnect / Reconnect
☐ Other (specify) _____

GENERAL INFORMATION
7. FORMS (Cont'd)
B. GENERAL SERVICE APPLICATION FORM
NON-RESIDENTIAL SERVICE AGREEMENT Page 2

CONNECTION / OTHER CHARGES (Completed by RG&E)

Electric Connection Charge	$	
Gas Connection Charge	$	
Other Service Charge	$	
Sales Tax @ __0___%	$	
TOTAL	$	Attach payment with application

Remarks _____

_____

DEPOSIT REQUEST (Completed by RG&E)

INSTRUCTIONS: RG&E completes this section to determine deposit requirement.

Is a deposit required? ☐ Yes, in the amount $_____ Attach payment with this application.

☐ No, (Specify reason)

_____

RG&E will also accept deposit alternatives, such as a bank irrevocable letter of credit or a surety bond. The terms and conditions upon which consumer's deposits are collected, held, and refunded are explained in RG&E's Tariffs and a brochure explaining customer's rights and responsibilities. (See attachment for RG&E's Deposit Policy)

SERVICE CLASSIFICATION (Completed by RG&E)

Service will be billed under the Account(s) and Service Classification (SC) Number(s) listed below. If different service addresses, then complete and sign the attached Blanket Addendum.

Service Type = (E)lectric or (G)as *Class = Service Classification (e.g., 1, 2, 3, etc.)* *Supply Service = (R) RG&E Supply, or (E)ESCO Supply*

Effective Date	Account #	Service Address	Meter #	Service Type/Class	Supply Service (R or E)

REMARKS / SPECIAL CONDITIONS (Completed by RG&E)

SIGNATURE (Completed by Applicant)

APPLICANT: I have accurately completed this application to the best of my knowledge and ability. I agree to comply with all the applicable provisions of RG&E's Tariffs and agree to pay for the charges under the appropriate service classification(s) as determined by this application.

By signing below, I am accepting responsibility for all usage on the meter assigned to the stated address. For multi-metered buildings, RG&E recommends that I verify the accuracy of the wiring connected to my electric meter through a licensed electrician; and/or that I verify the accuracy of the gas fuel line piping through a qualified heating/plumbing contractor.

Applicant Name (Print) _____ Date _____

Applicant Title _____

Applicant Signature _____

RG&E Name (Print) _____ Date _____

RG&E Signature _____

GENERAL INFORMATION
7. FORMS (Cont'd)

Reserved for Future Use

GENERAL INFORMATION

7. FORMS (Cont'd)

C. ELECTRIC LINE EXTENSION AGREEMENT FORM

ROCHESTER GAS & ELECTRIC CORPORATION
Line Extension Agreement

District _____ Extension Number _____

Applicant's Name _____ Date _____

The applicant hereby requests an electric line extension located at _____

_____

in the _____ of _____ County of _____

A surcharge is a monthly repayment with interest of the costs for the installation, materials and right-of-way acquisition costs for line extension and may include any costs for your service line. This payment is in addition to your monthly bill for service. The surcharge lasts for ten years. If new customers take service from this extension the surcharge will be recalculated to include the additional customers and your monthly payment adjusted. If you sell this residence, the remaining surcharge will be collected from the new owner and any refunds will be made to that new owner. Prior to the start of construction you may elect to make a lump-sum prepayment in lieu of the surcharge; the amount is listed below. In the future, if you wish, you may also make a lump-sum payment to end the surcharge.

The applicant agrees to:
1. Grant RG&E free of cost satisfactory permits, right-of-ways and easements for tree trimming and for the construction, maintenance and operation of the electric line and facilities through, upon, under and along the applicant's property.

2. Sign RG&E's application for service, use service as soon as it is available, be a permanent customer and pay for service at the regular rates as filed in RG&E's Electric Tariff.

3. Pay either a monthly surcharge or lump sum payment for the costs of any right-of-way, easement, permit, distribution cost (in excess of any allowances) and service line cost (in excess of any allowances). The terms of the lump sum payment or surcharge are detailed in RG&E's Electric Tariff. If the applicant qualifies and elects a surcharge, this surcharge will continue even if the property is sold. The remaining surcharge will be collected from any subsequent owners of the property. **THE APPLICANT HEREBY AGREES TO INFORM ALL PROSPECTIVE PURCHASERS OF THIS PROPERTY PRIOR TO PURCHASE THAT A UTILITY SURCHARGE IS IN EFFECT.**

	Feet	Cost	%Shared	Cost
Distribution Line Cost (Exclusive)	_____	$_____ x	_____% =	$_____
Distribution Line Cost (Shared)	_____	$_____ x	_____% =	$_____
Distribution Line Cost (Shared)	_____	$_____ x	_____% =	$_____
Distribution Line Cost (Shared)	_____	$_____ x	_____% =	$_____
Service Line Cost.	_____			$_____

Total Cost of Facilities (Lump Sum Amount) $_____

Surcharge Calculation. Total Cost of Facilities x Interest Factor = Monthly ten-year surcharge amount.

$_____ x _____ = $_____

The Applicant will pay: Lump Sum [ ], or Surcharge [ ].

Deposit Amount $_____

The applicant understands that the line(s) will not be built until all applicants have signed for service from the extension, all easements or rights-of-way granted, permits obtained, and the applicant's premises properly wired and inspected by the appropriate agency.

Applicant Signature _____ Date _____
Received By RGE& _____ Date _____

GENERAL INFORMATION
7. FORMS (Cont'd)

D. UNDERGROUND RESIDENTIAL DISTRIBUTION SYSTEM APPLICATION FORM

APPLICATION FOR
UNDERGROUND RESIDENTIAL DISTRIBUTION SYSTEM

THE UNDERSIGNED, (hereafter called "Applicant") hereby applies to ROCHESTER GAS AND ELECTRIC CORPORATION (hereinafter called "Company") to have Company furnish an underground electric distribution system for permanent residential service in:

_____

_____

_____

situated in the _____ of _____ , County of _____ .

Upon acceptance of this application, COMPANY AGREES to:

1. **Install, own, operate and maintain underground electric distribution lines of sufficient capacity to provide safe and adequate permanent electric service.**
2. **Install such appurtenant devices, equipment and materials as shall in the judgement of Company be safe, adequate and appropriate.**
3. **Notify the telephone and cable television companies of the execution and receipt of this application for an underground distribution system.**

The APPLICANT AGREES that before Company shall be obligated to make such installations, Applicant shall:

1. **Grant to Company permanent easement or rights of way in accordance with the provisions of Rule3.A(4) of Company's "Schedule for Electric Service."**
2. **Clear the easement areas of all brush, tree stumps and other obstructions to construction; grade within six inches (6") of final grade in a manner acceptable to Company; maintain during development of the subdivision such clearance and grading; and place and maintain stakes indicating grade, property lines and the location of all underground facilities.**
3. **Install all culverts and sewer, water and drainage facilities including any lateral lines thereof which may be located within or extend across Company's easement. Said easement shall be kept clear of water valves, sewer cleanouts or similar appurtenances.**
4. **Furnish a map approved by the appropriate municipal planning board or other governmental body having jurisdiction or a survey map certified by a licensed professional engineer or land surveyor and certified by Applicant as final, showing the location of each lot, roadway, sidewalk, curb/gutter/culvert, and grade and setback lines. Applicant shall also furnish map(s) showing the locations of all other existing and proposed underground facilities as soon as the location of such facilities is known.**
5. **Arrange with the telephone and cable television companies for any communication or cable television system.**
6. **If required by Company, make a deposit in accordance with the provisions of Rule 3.J.(2)(b) of Company's "Schedule for Electric Service."**
7. **Properly fill out an Application for Service acceptable to Company and otherwise comply with Company's "Schedule for Electric Service."**
8. **Pay a lump sum charge to cover the Applicant's contribution to the cost of the Distribution system in excess of the required footage allowance in accordance with Rule 3.J.(2)(a) of the Company's "Schedule for Electric Service."**

GENERAL INFORMATION
7. FORMS (Cont'd)

D. UNDERGROUND RESIDENTIAL DISTRIBUTION SYSTEM APPLICATION FORM (Cont'd)

THE APPLICANT SHALL ALSO:

1. **Upon demand, reimburse Company for costs incurred in the installation, replacement or relocation or Company facilities caused by subsequent changes in Applicant's plans, if any.**

2. **Provide the trenching and back filling for road crossings where, prior to the scheduled commencement of construction of the electric distribution system, the applicant requests the installation of road crossings or has installed the road binder and/or curbs.**

IT IS MUTUALLY AGREED THAT:

1. **Applicant shall make a contribution of $_____, plus sales tax, calculated in accordance with the appropriate provisions of the Company's "Schedule for Electric Service", for the installation of the underground electric distribution lines.**

2. **In accordance with the Rule3.B(1) of the Company's "Schedule for Electric Service", if the actual length of distribution line per dwelling unit ("actual footage") is less than the minimum allowance prescribed by the Public Service Commission ("allowance"), the Company will, as each service lateral is energized, pay to the Applicant an amount equal to the cost per foot of furnishing and installing a service lateral times the smaller of: (a) the difference between the allowance and the actual footage, or (b) the actual length of the service lateral.**

3. **The Applicant will install service laterals in accordance with the Company's specifications and have such installation approved in accordance with Rule 2.C of the Company's "Schedule for Electric Service".**

4. **The Company will connect service laterals to the distribution system.**

5. **The provisions of this agreement are subject to the rules, regulations and orders of the Public Service Commission, as modified from time to time.**

6. **The Company will perform all trenching required for installation of its distribution system unless the Applicant opts to perform such trenching by checking the box below.**

   ☐ **Applicant elects to perform trenching**

   If the Applicant elects to perform the trenching, the provisions of Rule 3.J.(6) of the Company's "Schedule for Electric Service" shall apply.

7. **If construction of the underground electric distribution system does not commence within one (1) year of the date of acceptance of this agreement, this agreement shall be voided, and the Applicant will be required to sign a new agreement.**

ACCEPTED:

ROCHESTER GAS AND ELECTRIC CORPORATION _____
(Applicant's Name)

By _____ **By** _____

Date _____ **Date** _____

GENERAL INFORMATION

7. FORMS (Cont'd)

E. MINIMUM INSULATION STANDARDS CERTIFICATE

(1) New Residential Construction

Certificate No. _____

Rochester Gas and Electric Corporation
CERTIFICATE OF COMPLIANCE
Minimum Standard Insulation for
New, or for Additions to Existing,
One-, Two- or Multi-family Residential Structures

The undersigned certifies that the

☐ **1 or 2 family residence** ☐ **multi-family residence**

at _____
(Location)

is or will be, not later than 30 days after time of occupancy, in compliance with one of the following statute provisions (check one):

☐ **Part 1:E101.6)**

☐ **Part 3)** **New York State Energy Conservation**

☐ **Part 4)** **Construction Code**

☐ **Part 5)**

☐ **Appendix A, Opinion 77-10, Minimum insulation Standards, New York State Public Service Commission (applies to buildings on which construction began between April 1, 1977 and January 1, 1979).**

It is understood that electric and/or gas service will, depending on the applicable circumstances, not be connected, be subject to a 25 percent surcharge on the utility bill until all violations are eliminated, or be disconnected, if, upon inspection the structure is found not to be in compliance with the conditions set forth above.

The undersigned certified that a properly executed copy of this certificate will be delivered to the owner prior to closing and further attests that all statements and representations contained in this certificate are true and accurate.

Date _____ _____
Signature of Builder or Contractor

GENERAL INFORMATION

7. FORMS (Cont'd)

E. MINIMUM INSULATION STANDARDS CERTIFICATE (Cont'd)

(2) Existing Residential Units Converting to Electric or Gas Heat - Owner's Certification

Certificate No. _____

Rochester Gas and Electric Corporation

CERTIFICATE OF COMPLIANCE

Minimum Standard Insulation for
Existing Residential Units Converting to Electric or Gas Heat

I _____ (owner) am aware that the Minimum Insulation Standards for Dwellings Converting to Gas or Electric Space Heat require my house to have storm doors, storm windows, and at least R-19 (usually six inches) roof insulation. I certify that my building at _____ (Location)

meets those requirements, or that I have obtained a waiver, and I understand that should my building be found not in compliance, a 15 percent surcharge on my utility bill may be imposed or electric or gas service may be discontinued.

The undersigned attests that all statements and representations contained in this certificate are true and accurate.

_____
Signature of Owner

Date _____

_____
Address

GENERAL INFORMATION

7. FORMS (Cont'd)

E. MINIMUM INSULATION STANDARDS CERTIFICATE (Cont'd)

(3) Existing Residential Units Converting to Electric or Gas Heat - Contractor or Utility Certification

Certificate No. _____

Rochester Gas and Electric Corporation

CERTIFICATE OF COMPLIANCE

Minimum Standard Insulation for
Existing Residential Units Converting to Electric or Gas Heat

I have inspected the building at _____
(Location)

owned by _____ **and certify that it meets the requirements of**
(Owner)
the Minimum Insulation Standards for Dwellings Converting to Gas or Electric Space Heat.

The undersigned certifies that a properly executed copy of this certificate will be delivered to the owner and further attests that all statements and representations contained in this certificate are true and accurate.

Date _____ _____

Signature of Contractor or
Utility Representative

GENERAL INFORMATION

7. FORMS (Cont'd)

F. DEFERRED PAYMENT AGREEMENT

Rochester Gas and Electric Corporation
89 East Avenue, Rochester, New York 14649
Nonresidential (General Service) Payment Agreement

Customer Name: _____ Account Number: _____

Service Address: _____ Telephone Number: _____

There is an outstanding balance owed to RG&E for the above account number by the customer. The amount consists of the following:

Outstanding Balance Due: $ _____
Deposit Amount Due: $ _____
TOTAL BALANCE OWED: $ _____

The outstanding balance may include amounts not included in the amount shown on the Final Termination Notice.

In consideration of the Company's agreement to continue to supply gas/electric service to the Customer at the above address, the Customer agrees to pay the arrears owing in accordance with the following:

The current bill and all future bills are to be paid by the last day to pay shown on the bill.

Payment of Outstanding Balance:

A down payment of $ _____ is to be received by _____

The remaining balance of $_____ is to be paid as follows:

$_____ a week on each _____ starting on_____

$_____ every two weeks on each _____ starting on _____.

$_____ a month beginning with the last day to pay date on your bill.

Payment of Deposit:

A down payment of $ _____ is to be received by _____

The deposit balance is to be paid in _____ installments of $_____ The first installment is to be received by _____, of each month _____ starting on _____. If all payments are made on time, the deposit installment will be completed on _____.

Late payment charges are assessed on the past due balance at a rate of 1.5% monthly, which is an annual rate of 18%. The late payment charge will be assessed after the last day to pay date on your monthly bill. If the agreement is kept, $ _____ per month will e applied to the outstanding balance. The balance will be paid in ____ months. The total late payment charges are estimated to be $ _____ The total amount of late payment charges may be greater or less depending on when payments are received.

The agreement may not be changed or modified except in writing, signed by both parties. If payments are not received as agreed upon, you may receive an immediate Termination Notice. This form must be returned along with the down payment, no later than _____ .

You may contact the Public Service Commission to assure that this agreement is in conformance with 16 NYCRR Part 13. they have a toll free number for your convenience: 1-800-342-3377

_____ _____

Company Representative – Date Customer Representative - Date

GENERAL INFORMATION
7. FORMS (Cont'd)

F. DEFERRED PAYMENT AGREEMENT

Rochester Gas and Electric Corporation
89 East Avenue, Rochester, New York 14649
Residential Payment Agreement

Customer Name: _____ Account Number: _____

Service Address: _____ Telephone Number: _____

The total amount owed to RG&E for this account as of _____ is $ _____.

RG&E is required to offer a payment agreement that you are able to pay considering your financial circumstances. This agreement should not be signed if you are not able to keep the terms. Alternate terms may be available if you can demonstrate financial need. This means no down payment and payments as low as $10 per month above your current bills. Also, assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office. If you sign and return this form, along with the down payment by , you will be entering into a payment agreement and by doing so avoid service termination. This agreement may be changed if your financial circumstances change significantly because of conditions beyond your control. If after entering into this agreement, you fail to comply with the terms, RG&E will send you a Final Termination Notice and may discontinue service. If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement please call RG&E at 1-877-266-3492.

All future bills are to be paid by the last day to pay shown on the bill.

Payment of Outstanding Balance:

A down payment of $ _____ is to be received by _____.
In addition to the current bill and late charge the remaining balance is to be paid as follows:

$ _____ is to be received by _____ of each _____ starting on _____.

Payment of Deposit:

A first payment of $ _____ is to be received by _____.
The deposit balance is to be paid as follows:

$ _____ is to be received by _____ of each _____ starting on _____.

Late payment charges are assessed on the past due balance at a rate of 1.5% monthly, which is an annual rate of 18%. Late payment charges will be assessed after the last day to pay date on your monthly bill. Late payment charges are part of the current bill. The total late payment charges are estimated to be _____.

You have the right to be placed on our Budget Billing Program immediately. The Budget allows you to make equal monthly payments for your bill. Call 1-877-266-3492 for information or, if you wish to enroll check the box below.

Yes! I would like Budget Billing [ ].

Acceptance Agreement:

Customer Signature **RE&E Representative**

_____ **Date** _____ _____ **Date** _____

_____ _____
Name (Print) **Name (Print)**

You may contact the Public Service Commission, if any further assistance is needed. They have a toll free number for your convenience 1-800-342-3355.

Return one copy of this agreement signed, with the down payment, by _____. If it is not signed and returned your service may be terminated.

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

GENERAL INFORMATION

8. CUSTOMER INQUIRIES AND COMPLAINTS

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

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

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

GENERAL INFORMATION

9. INTEREST ON CUSTOMER OVERPAYMENTS

A. The Company shall provide interest on customer overpayments in accordance with 16 NYCRR 145.

A customer overpayment is defined as payment by the customer to the Company in excess of the correct charge for electric service supplied to the customer which was caused by erroneous billing by the Company.

The rate of interest on customer overpayments shall be the greater of the unadjusted customer deposit rate specified by the Commission or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest shall be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment was refunded.

The Company shall be required to pay interest in the manner described above, on any refund returned to a customer, except where customer overpayments are refunded within thirty (30) days after such overpayment was received by the Company.