

GENERAL INFORMATION
5. TERMINATION OF SERVICE

A. TERMINATION OF SERVICE DUE TO DEFAULT

(1) Conditions for Termination:

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

- (a) Fails to pay any tariff charge due on the customer's account for which a written bill has been rendered,
 - (i) For a residential customer, if the charges are for service rendered during periods in excess of the 12 month period, termination will be permitted in cases involving billing disputes during the 12 month period, estimated bills, the culpable conduct of the customer or excusable Company delays, and provided that the Company commences billing not more than four months after the resolution of the billing dispute, the adjustments to estimated bills, or the cessation of excusable delays by the Company or customer,
 - (ii) For a non-residential customer, if the charges reflect service used more than six (6) years prior to the time the bill first containing these charges was rendered, then the charges must be pursued by other methods of collection; or
- (b) Fails to pay amounts due under a deferred payment agreement; or
- (c) Fails to pay a lawfully required security deposit requested in accordance with Rule 2.B.; or
- (d) Fails to comply with a provision of the Company's schedule which permits the Company to refuse to supply or to terminate service.
- (e) Is a non-residential customer, and fails to provide reasonable access to the premises for necessary or proper purposes in connection with rendering of service, including meter installation, reading, testing, maintenance, removal, or securing, of the Company's property, and the customer has not advised the Company that the customer does not control access to the meter, nor advised the Company who does have control over access.

(2) Notice of Termination:

(a) Time:

- (i) Residential - The Company may terminate the supply of gas at least 15 days after a final termination notice has been served personally upon the customer or mailed to the customer. This notice may not be issued until at least 20 days have elapsed from the date payment was due.
- (ii) Non-residential - The Company may discontinue the supply of gas:
 - (aa) At least five (5) days after a final termination notice has been served personally upon the customer; or
 - (bb) At least eight (8) days after mailing a final termination notice in post- paid wrapper to the customer, addressed to such customer at premises where service is rendered; or
 - (cc) At least five (5) days after the customer has either signed for or refused a registered letter containing a final termination notice, addressed to such customer at premises where service is rendered.

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

GENERAL INFORMATION

5. TERMINATION OF SERVICE

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

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

(b) Format:

Every notice indicating termination of service will:

- (i) clearly indicate in non-technical language:
 - (aa) the reason for service termination;
 - (bb) the total amount required to be paid by the customer to avoid termination of service, indicating the amount for which the customer's account is either in arrears or the required deposit, if any, which must be posted by the customer, or both;

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

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

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

- (ii) have printed on the face therefore in a size type capable of attracting immediate attention, the following:

"THIS IS A FINAL TERMINATION NOTICE." "PLEASE BRING THIS NOTICE TO
THE ATTENTION OF THE COMPANY WHEN PAYING THIS BILL."

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

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

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

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

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

(3) Verification of Delinquent Account Prior to Termination

The Company will not terminate service for non-payment of bills rendered or for failure to post a required deposit unless:

- (a) It has verified that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the notice period required by Rule 5.A.(2); and
- (b) It has verified on the day termination occurs that payment has not been posted to the customer's account as of the opening of business on that day, or has complied with procedures established pursuant to Rule 5.A.(4)(b).

(4) Rapid Posting of Payments in Response to Notices of Termination

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

- (a) Posted to the customer's account on the day payment is received; or
- (b) Processed in some manner so that termination will not occur.

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

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

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

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

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

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

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

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

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

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

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

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

(8) **Termination of Service to Two-family Dwellings**
The Company shall not terminate service to a two-family dwelling that is known by the Company to contain residential units where service is provided by a single meter, unless the notices specified in Section 34 of the Public Service Law have been given.
Rules 5.A.(3) through 5.A.(6) shall be applicable with respect to the termination of service to two-family dwellings.

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

(10) **Termination of Residential Service Special Procedures**
Special emergency procedures, required by 16 NYCRR Part 11.5 provide special protections for specified residential customers regarding the termination and restoration of service in cases involving medical emergencies, the elderly, blind or disabled, and terminations during cold weather.
Copies of the Company's special procedures are on file with the Commission and are available to the public upon request at Company offices where applications for service may be made.

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

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

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

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

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

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

(12) Reconnection of Service (Cont'd)

- (b) Non-residential customers at the same or any other location until receipt by the Company of all tariff charges including the lawful reconnection charge, any other charges, fees or penalties due, legal fees, court costs, and disbursements, if applicable, and either:
 - (i) The full amount of arrears and/or a security deposit for which service has been terminated, and any other tariff charges billed after the issuance of the termination notice which are in arrears at the time reconnection is requested; or
 - (ii) The Company and customer reach agreement on, and sign, a deferred payment agreement for the amounts set forth in (b)(i) above and the customer pays a down payment if required; or
 - (iii) In the case where service was terminated solely for failure to provide access, the customer has allowed access and has made reasonable arrangements for future access; or
 - (iv) In the case where service was terminated solely for a violation of the tariff and, at the option of the Company, either receipt by the Company of adequate notice and documentation, or a field verification that the violation has been corrected; provided, however, that the field verification, if required, shall be arranged within two business days of the customer's request or such later time as may be specified by the customer; or
 - (v) If service was terminated for two or more independent reasons, and the customer has satisfied all conditions for reconnection. The reconnection will be accomplished within the time period applicable to the last condition satisfied; or
 - (vi) The Commission or its designee directs service to be reconnected.

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

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

(12) Reconnection of Service (Cont'd)

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

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

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

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

(a) Residential

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

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

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

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

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

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

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

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

(a) Residential (Cont'd)

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

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

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

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

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

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

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

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

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

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

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

(b) Non-residential

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

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

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

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

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

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

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

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

(b) Non-residential (Cont'd)

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

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

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

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

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

(b) Non-residential (Cont'd)

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

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

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

B. TERMINATION OF SERVICE DUE TO FRAUD

If tampered equipment (as defined in Rule 1) is found on the customer's premises, or if any fraud upon the Company is practiced upon the customer's premises, or if any other act, omission or concealment intended to deceive the Company shall be practiced upon the customer's premises, the Company may terminate the supply of gas to the customer and remove its meter(s), apparatus and pipe no less than 15 days after final notice of termination is sent, following procedures established in Sections 5.A.(2) through 5.A.(11) of this Schedule.

Service shall not be restored to such a customer until all damages occasioned or sustained by the Company by reason of the above shall have been paid by the customer to the Company.

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

C. DISCONTINUANCE OR CURTAILMENT OF SERVICE

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

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

(1) Company's Right to Curtail or Limit Service

The Company may curtail or discontinue service in whole or in part, of daily, monthly, seasonal or annual quantities without incurring thereby any liability for any subsequent loss or damage which the Customer may sustain by reason of such curtailment or discontinuance, in order to conserve the supply of gas for existing domestic uses and uses deemed to be necessary for the protection of public health and safety and to avoid undue hardship. If the Company finds it necessary to curtail service, the Company may curtail service to a Customer or give oral or written notice of curtailment. If notice of curtailment is given, a customer must curtail its use of service pursuant to the notice.

The Company shall only implement a curtailment as a last resort. Economic considerations shall not be the basis for a curtailment. Mutual aid, contractual and other non-curtailment supply management tools, Operational Flow Orders, interruption of contractually-interruptible load, and supply acquisition shall be utilized before a curtailment is declared.

In the event the Company reasonably foresees an inability to meet the firm daily requirements of core sales or transportation customers, the Company shall have the right to curtail or limit any customer's use of gas.

Curtailments shall be limited in scope and duration as necessary to alleviate an emergency. To the extent possible, curtailments shall be localized. The Company shall not incur any liability for any cost, expense, loss or injury which may be sustained by reason of such curtailment or limitation.

In the event of a loss of supply due to force majeure circumstances including but not limited to major physical upstream failures beyond the control of the Company or the ESCOs (e.g. pipeline ruptures, widespread well freeze-offs, etc.) the Company shall endeavor to implement all curtailment plans in a nondiscriminatory manner, without regard to which ESCO (or the Company) provides gas service to those customers which may be curtailed.

Notwithstanding the above, the Company shall take any and all actions, which, in its sole judgment, are required to maintain system integrity.

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

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

As part of the implementation of these curtailment procedures, the Company Gas Emergency Plan shall be put into effect. In the event of an emergency, the Company may deviate from Rule 5.C to the extent operational circumstances make it appropriate to do so. The Company shall exercise sound operational discretion, using these procedures as a general guideline.

For the purpose of this Rule 5.C., the term "commercial customers" shall include governmental and public authority customers. The term "core customers" is defined to include customers that lack alternatives. They take either (a) firm sales service, and lack installed equipment capable of burning fuels other than gas; or (b) firm transportation service. A non-residential customer is a person, corporation or other entity receiving service who is not a residential customer as defined in 16 NYCRR 11.

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

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

(2) Curtailment Notification Process

The Company shall notify the Director of the Office of Electric, Gas and Water of the New York State Department of Public Service when a curtailment is declared and when the situation returns to normal. Additional notification shall be provided to the Energy Service Companies (ESCOs) and curtailed customers periodically during the curtailment period.

(3) Customer Compliance

Customers are required to comply with the requirements of the curtailment. The allowed curtailment amount may be equivalent to, or a portion of, the customer's base level of usage. Any customer's failure to comply shall result in a penalty as described below.

(4) Penalties

Any customer who fails to comply with the Company's curtailment instructions may be charged a penalty the greater of: (a) \$2.50 per therm, or (b) three times the market price on use above the customer's allowed curtailment amount. The market price shall be the midpoint index prices plus maximum firm transportation charges (commodity plus fuel plus demand) to the Company's citygates. The relevant indices and specific calculations are established in the GTOP Manual. In the event additional supplies are made available, the Company shall have the right, without obligation, to waive any penalty charges incurred under this section.

The payment of a penalty for unauthorized overrun shall not under any circumstance be considered as giving a customer the right to exceed established allotments, nor shall such payment be considered as a substitute for any other remedies available to the Company against the offending customer for failure to respect its obligation to adhere to the provisions of its Company's filed tariff.

(5) General Curtailment Procedures

In the event of interruption or a force majeure curtailment situation due to a supply deficiency, the needs of core customers shall be met first, regardless of whether they are customers of the Company or an ESCO. If the Company is unable to satisfy the full requirements of its customers and finds it necessary to curtail existing service due to a deficiency in its gas supply, the Company shall curtail service generally following the procedures set forth below. In the event of an emergency, the Company may deviate from these procedures to the extent operational circumstances make it appropriate to do so.

(a) Reduce company-use gas to the extent possible by:

- (i) Reducing usage of natural gas for electric generation;**
- (ii) Reducing the heating load at company facilities.**

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

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

(5) General Curtailment Procedures (Cont'd)

- (b) Contact dual fuel customers and instruct them to switch to an alternate fuel (excluding plant protection). These customers shall be asked to maintain their incoming gas supply core customers.
- (c) Implement the New York Gas Group Standard Operating Procedure for the Pooling of Gas Supply and/or other mutual aid procedures if appropriate;
- (d) Issue public appeal for voluntary load reduction;
- (e) Request the County or Counties affected to declare a State of Emergency in order to close non-essential facilities;
- (f) Curtail large industrial and commercial transportation customers that have returned to sales service and the Company was unable to obtain a pipeline capacity contract to serve them to the minimum level required to maintain building protections.
- (g) Large industrial and commercial space heating, boiler fuel requirements, air conditioning, electric generation, and other non-process purposes where the base annual requirements for an individual piece of gas equipment are 12,000 Dth. or larger;
- (h) Process requirements for which there are technically feasible alternate fuels, and industrial and commercial requirements for space heating where the base annual requirements for an individual piece of equipment are 12,000 Dth. or larger;
- (i) Industrial and commercial space heating, boiler fuel requirements, air conditioning, electric generation, and other non-process purposes where the total base annual requirements are 12,000 Dth. or larger;
- (j) Process requirements for which there are technically feasible alternative fuels, and industrial and commercial requirements for space heating (other than boiler fuel use), where the total base annual requirements are 12,000 Dth. or larger;
- (k) Industrial and commercial space heating boiler fuel requirements, air conditioning, electric generation, and other non-process purposes where the total base annual requirements are between 1,200 Dth. and 11,999 Dth., inclusive;

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

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

(5) General Curtailment Procedures (Cont'd)

- (l) Process requirements for which there are technically feasible alternate fuels, and industrial and commercial requirements for space heating (other than boiler fuel use), where the total base annual requirements are between 1,200 Dth. and 11,999 Dth., inclusive;
- (m) Process and feedstock requirements for which there are no technically feasible alternative fuels, where the total base annual requirements are 1,200 Dth. or more;
- (n) Plant protection requirements for customers curtailed in Items a through m above;
- (o) Industrial and commercial requirements where combined total base annual requirements are less than 1,200 Dth.;
- (p) Residential requirements;
- (q) Reduce load by scheduling electric blackouts for brief periods of time (not to exceed 30 minutes) in the affected areas. Notify the public of the locations and durations of outages.
- (r) Give consideration to:
 - (i) The need to maintain gas service to emergency facilities providing shelter;
 - (ii) Special provisions for life support and special needs customers.
- (s) Perform curtailments to remaining customers. These customers shall be curtailed based on location and ease of restoration:
 - (i) Location – areas of major system problems that are at risk of failing shall be curtailed first;
 - (ii) Ease of restoration – precautions shall be taken such that the low pressure distribution system shall be maintained.

(6) Restoration

When the Company determines that service can be restored to customers, it shall implement restoration procedures and shall notify the public of restoration status. Compensation shall be charged or credited through the settlement process mechanism described in Rule 10.D.5.(g)(6). Such determination shall be considered final and binding on all parties. The normal settlement methodology shall not be used in cases where an ESCO's load was reduced at the request of, or due to the action of, the Company.

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Rochester Gas and Electric Corporation
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GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

Reserved for Future Use

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

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GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

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

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Rochester Gas and Electric Corporation
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GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

Reserved for Future Use

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

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

D. TERMINATION OF SERVICE DUE TO NO ACCESS

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

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

E. TERMINATION OF SERVICE DUE TO CUSTOMER REQUEST

- (1) Upon receipt of either oral or written notification from the residential customer that the customer will not require or be responsible for the gas service as of a certain date, the Company shall notify such customer of their right to an actual meter reading. At the customer's option, the Company shall attempt an actual meter read within 48 hours of such request for termination (provided that if circumstances beyond the control of the Company make an actual reading of the meter extremely difficult, the Company shall not be required to provide an actual meter read) and render a final bill .
 - a. If the requested meter read is to be performed on a date other than the customer's regularly scheduled read, the Company may assess a Special Meter Read Fee equal to the charge shown in the Special Services Statement. The Special Meter Read Fee will be assessed per customer, per premises. A customer that is taking both electric and gas service from the Company shall only be assessed one Special Meter Reading fee per premises.
- (2) Upon receipt of either oral or written notification from the non-residential customer that the customer will not require or be responsible for the gas service as of a certain date, the Company will attempt to read the meter on or about the day the customer requests termination, render a final bill and at its option terminate the service.
- (3) In the case where the Company was unable to obtain an actual final meter reading on the requested date, the Company may estimate the customer's final billing according to the best available information. The Company shall not be required to provide a physical meter reading during a holiday or non-work day, however, the Company shall provide such meter read on the next working day. The duration of the required notice is stated in the term clause of each service classification.

F. TERMINATION OF SERVICE WHEN THERE IS NO CUSTOMER

Applicability:

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

- (1) when there is no customer and service is being provided through tampered equipment;
- (2) when, in the case of a Non-residential customer, there is no customer and the Company can show that the user shall require service for less than one week, provided the Company makes a reasonable effort to notify the user and provide the user with an opportunity to apply for service before disconnection.
- (3) when there is no customer and the Company has provided advance written notice to the occupant stating the Company's intent to disconnect service unless the responsible party applies for service and is accepted as a customer. Such notice shall be made, either by posting 48 hours or by mailing at least five, but no more than 30 calendar days before disconnection.

G. TERMINATION OF SERVICE DUE TO EMERGENCY CONDITIONS

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

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

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

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

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

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GENERAL INFORMATION

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

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GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

N. TERMINATION OF SERVICE IN REGARD TO THE PURCHASE OF ESCO ACCOUNTS RECEIVABLE PROGRAM (POR)

Non-Residential Customers

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

Residential Customers

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

GENERAL INFORMATION

5. TERMINATION OF SERVICE (Cont'd)

O. RIGHT TO SHUT OFF GAS SUPPLY

Should any leak in the mains, pipe, service pipe, fixtures or connections be reported to or discovered by any employee of the Company, the Company shall have the right to shut off the supply of gas until satisfactory repairs have been made. Disconnections will be made pursuant to Rule 5.G of this Schedule.

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