

## GENERAL INFORMATION

### 4. METERING AND BILLING

#### A. MEASUREMENT OF CCF CONSUMPTION

(1) Metered

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

(2) Estimated

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

(3) Meter Reading

(a) Residential

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

If no actual reading is obtained after the aforementioned period, the Company shall take reasonable actions to obtain an actual meter reading. Such actions may include but are not limited to:

- (i) Scheduling an appointment with the customer and/or such other person, who controls access to the meter, for the reading at a time to include times other than during normal business hours; or
- (ii) Request that the customer and/or such other person, who controls access to the meter, furnish the Company with a meter reading by telephone; or
- (iii) Request that the customer and/or such other person, who controls access to the meter, complete a dial or window card with the meter reading.

## GENERAL INFORMATION

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

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

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

###### (a) Residential (Cont'd)

If no actual reading is obtained after bills representing six months or three billing periods of consecutively estimated bills, whichever is greater, have been rendered, the Company shall send a notice to the customer and to the person who controls access to the meter, offering a special appointment for a meter reading both during and outside of business hours. Where the customer resides in a multiple dwelling (as defined in the Multiple Dwelling Law or Multiple Residence Law), or in a two- family dwelling that is known by the Company to contain residential units where service is provided through a single meter or meters, and the meter is not in the apartment, the notice shall be sent to the customer and such other person who controls access to the meter.

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

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

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

## GENERAL INFORMATION

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

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

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

###### (a) Residential (Cont'd)

Where a remote meter reading device has been installed, or the customer agrees to phone or mail in the meter reads, the Company shall be allowed access to the customer's premises to obtain an actual read at least once every 12 months. Where access to the customer's premises is denied, the Company shall send, by registered mail, a letter advising that, pursuant to Public Service Commission directive, the Company shall apply for a court order to gain access to the meter. The letter shall also state that the court costs shall be paid by the person who controls access to the meter.

###### (b) Nonresidential

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

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

Unless a customer does not have access to the meter or the customer will be unable to obtain a reliable meter reading, the Company shall at the time of any unsuccessful meter reading attempt, leave at the premises or mail to the customer a meter reading card.

## GENERAL INFORMATION

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

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

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

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

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

Where the Company has billed a customer's account based on customer meter readings for six consecutive months, and did not obtain an actual meter reading at the time of the next regularly scheduled or follow-up reading attempt thereafter, the Company shall within seven calendar days after the last attempt either make another meter reading attempt or an appointment with the customer to read the meter.

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

- The Company has failed to obtain access to the meter(s);
- circumstances beyond the Company's control made obtaining an actual reading of the meter(s) extremely difficult despite having access to the meter area; provided, however, that estimated bills for this reason may be rendered no more than twice consecutively without advising the customer in writing of the specific circumstances and the customers' obligation to have the circumstances corrected, or the Company was unable to obtain access to the meter(s).

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

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

The no access notices and charges described in this subdivision will be directed only to the access controller. In any case where the access controller is not the customer of the subject account, a copy of all notices shall also be sent to the customer.

## GENERAL INFORMATION

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

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

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

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

The series of no access notices shall be as follows:

The first notice shall advise the access controller that unless access to the customer's meter is provided on the next scheduled meter reading date or a special appointment to read the meter is made and kept, a no access charge will be added to the access controller's next bill and to every subsequent bill until access to the customer's meter is provided. No charge will be imposed if an appointment is arranged and kept.

The second notice shall advise the access controller of the no access charge that has been added to their bill and that unless access to the customer's meter is provided on the next meter reading date or a special appointment to read the meter is made and kept, another charge will be added to the access controller's next bill. The notice shall also state that service may be physically terminated, that steps to terminate service may follow, and that the Company may obtain a court order to gain access to the meter.

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

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

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

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

## GENERAL INFORMATION

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

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

(4) Backbilling

A. Residential:

1. The Company will not charge a residential customer for service rendered more than six months prior to the mailing of the first bill for service to the residential customer unless the failure of the Company to bill at an earlier time was not due to the neglect of the Company or was due to the culpable conduct of the customer. If the customer remains liable for any such service and the delay in billing was not due to the culpable conduct of the Customer, the Company shall explain the reason for the late billing and will notify the Customer in writing that payments may be made under an installment payment plan.
2. The Company may not adjust upward a bill previously rendered to a residential customer after 12 months from the time the service to which the adjustment pertains was provided unless:
  - (i) failure to bill correctly was caused by the customer's culpable conduct;
  - (ii) failure to bill correctly was not due to the neglect of the Company;
  - (iii) such adjustment is necessary to adjust a budget payment plan; or
  - (iv) there was a dispute between the Company and the customer concerning the charges for service during the 12-month period.
3. Where the Company has submitted an estimated bill or bills to a residential customer that understate the actual amount of money owed by such customer for the period when estimated bills were rendered by more than 50 percent or one hundred dollars (\$100), whichever is greater, the Company shall notify the customer in writing that he or she has the right to pay the adjusted bill in regular monthly installments over a reasonable period that will not be less than three months. An adjustment to increase previously rendered bills more than 12 months after the time service was provided, pursuant to paragraphs (ii), (iii), and (iv) of this section, will be made within four months of the final resolution of the billing dispute.
4. If the Company adjusts any charge for service rendered 12 or more months prior to the date of issuance it will include with the bill a notice giving the reason for the adjustment.
5. The Company will not render a bill for previously unbilled service or adjust upward a bill previously rendered to a residential customer after the expiration of 24 months from the time the service to which the new billing or adjustment pertains was provided unless the culpable conduct of the customer caused or contributed to the failure of the Company to render a timely or accurate billing.

## GENERAL INFORMATION

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

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

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

#### **B. Non-Residential:**

##### **1. Notice:**

- (i) Every backbill will contain a written explanation of the reason for the backbill that will be sufficiently detailed to apprise the customer of the circumstances, error or condition that caused the underbilling, and, if the backbill covers more than a twenty-four month period, a statement setting forth the reason(s) the Company did not limit the backbill under subdivision 2 .
- (ii) Every backbill will contain the applicable billing information as required by the Public Service Commission.
- (iii) Every backbill covering more than a one-month period, other than a catch-up backbill, will contain a notice that the customer may obtain upon request a detailed billing statement showing how the charges were calculated, including any late payment charges. All catch-up backbills will clearly indicate how the backbill was calculated, whether as if the service were used during the current cycle, or as if redistributed back to the last actual reading.
- (iv) A backbill shall be accompanied by an offer of a deferred payment agreement, in accordance with Rule 5.A.(12) of this Schedule, if applicable.

##### **2. Limitations on Backbill Rendering:**

- (i) The Company shall not render a backbill more than six months after the Company actually became aware of the circumstance, error or condition that caused the underbilling, unless a court extends the time to render a backbill.
- (ii) The Company shall not upwardly revise a backbill unless the first backbill explicitly stated that the Company reserved the right to do so, the revised backbill is rendered within 12 months after the Company actually became aware of the circumstance, error, or condition that caused the underbilling; and
  - 1. the customer knew or reasonably should have known that the original billing or the first backbill was incorrect; or
  - 2. new information shows that the first backbill was incorrect.
- (iii) The Company shall render a downwardly revised backbill as soon as reasonably possible and within two months after the Company becomes aware that the first backbill was excessive.
- (iv) The Company shall not render a backbill for any underbilling when the reason for the underbilling is apparent from the customer's service application, or could have been revealed in a service application and the Company failed to obtain and retain one.

##### **3. Limitations on Backbilling Period:**

- (i) When the failure to bill at an earlier time was due to Company deficiency, the Company will not bill a customer for service rendered more than 12 months before the Company actually became aware of the circumstance, error, or condition that caused the underbilling, unless the Company can demonstrate that the Customer knew or reasonably should have known that the original billing was incorrect.
- (ii) The Company shall not bill a customer for service rendered more than 24 months before the Company actually became aware of the circumstance, error, or condition that caused the underbilling, unless the Company can demonstrate that the customer knew or reasonably should have known that the original billing was incorrect.

## **GENERAL INFORMATION**

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

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

##### **(5) Shared Meters**

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

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

#### **B. THERM DETERMINATION**

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

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

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

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



## GENERAL INFORMATION

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

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

##### **(1) Budget Billing:**

##### **Residential**

- (a) Except as provided in (c) below, the Company shall annually offer a budget payment plan to eligible customers. A customer may request to be billed in accordance with the following budget payment plan:
  - (i) The customer's annual billing will be estimated at the applicable unit prices for estimated usage in the next 12 months. Each month for 12 months, commencing with the next monthly billing cycle, the customer will be billed each month an amount equal to one-twelfth of the total of such estimated annual billing.
  - (ii) During the plan year the customer's actual use will be billed regularly as provided under the applicable service classification. If at the end of the 12 months the amount of budget billing is less than that corresponding to the amount resulting from the regular billing under the applicable service classification of the customer's actual usage, then the customer shall pay the deficiency as well as the stipulated monthly budget payment for the twelfth month billing cycle. If the amount of the budget billing is greater than such regular billing, the Company will apply the excess as credit against future bills or will refund the excess paid.
  - (iii) In order to minimize the amount of over or under payment to be adjusted on the twelfth month bill, the Company shall, at the end of the third, sixth and ninth month, review the customer's plan balance and, based upon known and/or projected prices, adjustments, and usage, re-estimate the remaining bills.
  - (iv) The Company will also review the customer's plan balance if basic price, adjustment, or usage changes occur at other times during the plan year. Any of these reviews can result in mandatory revisions to the stipulated monthly payment.
- (b) A new applicant or existing customer may initially apply for budget billing at any time, in which event the Company will estimate the customer's bills for the remaining months in the plan and bill the estimated amount in equal payments through the plan settlement bill. Any difference between the amount billed and the amount that would have been billed for actual usage will be charged or credited to the budget settlement bill.

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

The actual bill for customers will be computed in accordance with the applicable service classification. The late payment charge for residential customers will be calculated at the rate of one and one-half percent (1 1/2%) per month on all amounts not paid by the past due date indicated on the bill.

In the event of cancellation of the budget billing plan or the discontinuance of service, any deficiency will then become due, or if there is an excess, it will be applied to future bills or refunded by the Company.

## GENERAL INFORMATION

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

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

(1) Budget Billing (Cont'd)

(b) (Cont'd)

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

Non-Residential:

(c) Eligibility:

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

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

The Company may only remove a customer from its budget billing plan if the customer becomes ineligible under Rule 4.D.(1)(c) of this Schedule, provided that the Company has given the customer an opportunity to become current in payment. If delinquency is the cause of the customer's ineligibility, such opportunity need only be given once in any 12-month period.

(d) Budget billing plan shall:

- (i) establish an eligible customer's monthly or bi-monthly budget billing amount which shall take into consideration the best available relevant factors including the Company's standard estimation factors, projected prices, fuel adjustment charges and taxes;
- (ii) compare the actual cost of service rendered, as determined by actual meter readings and any price increases or decreases, to the budget billing amount, and for adjusting upwards or downwards the budget billing amount to minimize the adjustment required on the final settlement bill, which comparison shall be done not less than two nor more than four times annually, and at the end of the plan year;

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

## GENERAL INFORMATION

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

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

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

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

- (iii) identify the total of the budget billing amounts billed and the total of the actual dollar value of the consumption used during the period covered by the current bill;
- (iv) provide a final budget settlement bill that will be rendered at the end of the plan year or when the customer requests removal from the budget billing plan or when the Company removes the customer from the budget billing plan which:
  - 1. sets forth a reconciliation between the total budget billing amount billed, the cost of service actually used and the amounts paid during the plan period; and
  - 2. if payment was received in excess of the cost of service actually used during the plan period, will advise the customer of the Company's policy regarding return of the excess payment. Excess payment may be credited to the customer's account or upon request refunded by check within 30 calendar days of the rendering of the final budget settlement bill.
- (v) when the budget billing amount is revised, provide the customer with a general description of such revised calculation, and a telephone number to be called for a more detailed explanation of the revision; and
- (vi) limit enrollment in the plan to a time of year when the customer will not be subject to undue disadvantage.

##### (e) Removal from Budget Billing Plan:

- (i) A customer may request that the Company remove the customer from the budget billing plan and reinstate regular billing at any time. Within ten business days of the request, the Company will issue either a final budget settlement bill or the next cycle bill with any necessary adjustments.

## GENERAL INFORMATION

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

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

(2) **When Bills Are Due**

Bills of the Company are due: (1) upon receipt, (2) if mailed, three days after mailing, or (3) if electronically provided, the date posted. Bills are payable at any office of the Company, to any authorized collector, via U.S. Mail, Electronic Funds Transfer, or the Internet.

- (a) **Late Payment Charge:** A monthly late payment charge shall be assessed at a rate of 1½% per month on a customer's unpaid balance, including service billing arrears and unpaid late payment charges pursuant to 16 NYCRR Sections 11.15(a) and 13.10(a) which provide that utilities may impose late payment charges. Remittance mailed on the "last day to pay" date shall be accepted without the late payment charge, the postmark to be conclusive evidence of the date of mailing. The failure on the part of the customer to receive the bill shall not entitle him to pay without the late payment charge after the "last day to pay" date. The "last" day to pay" date shall be 23 days after the date on which the bill is rendered.
- (b) Service to State Agencies shall be rendered in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984, effective July 1, 1984).
- (c) Application of late payment charges may be waived by the Company.

(3) **Dishonored Payment**

Should the Company receive a negotiable instrument from an applicant or customer in payment of any bill, charge or deposit due, and such instrument be subsequently dishonored or be uncollectible for any reason, the Company shall charge a fee of \$20.00 to the applicant or customer, as permitted by General Obligations Law Section 5-328.

(4) **Quarterly Payment Plan**

As required by Public Service Law, Section 38 which became effective November 29, 1985, the Company shall offer any residential customer, 62 years of age or older, a plan for payment on a quarterly basis of charges for service rendered, provided that such customer's average annual billing is not more than \$150.

(5) **Rendition and Payment**

Bills shall be deemed rendered, and other notices duly given when delivered to the Customer personally or when mailed to the Customer at the premises supplied, or at the last known address of the Customer, or when left at either of such places, or when posted electronically. Failure to receive such bill, either by mail, personally, or electronically shall not entitle the Customer to any delay in the settlement of each month's account nor to any extension of the date after which a late payment charge becomes applicable.

- i. A bill for electric service shall be rendered on a monthly basis, however, if causes beyond the Company's control causes an irregularity in rendering a bill, no bill need be rendered before the sooner of: (i) the passage of 75 calendar days from the date of the previous bill, or (ii) the date that the cause of such delay has been remediated. Additionally, if a customer that participates in the Quarterly Payment Plan as provided in Rule 4.D.4 herein, the regular interval may exceed 75 days;
- ii. If the Company has a billing irregularity it shall communicate the delay to customers within 10 calendar days (e.g., such communication can be made via phone call or email).
- iii. As provided in General Rule 4.D.2.a above, the Late Payment Charge shall be assessed 23 days after the date on which the bill is rendered.

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

Leaf No. 65.1  
Revision: 0  
Superseding Revision:

## **GENERAL INFORMATION**

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

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

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

Payment by mail properly stamped, addressed, and mailed on or before the past due date indicated on the bill as evidenced by a United States postmark, shall be deemed to be payment prior to the application of late payment charges. Payment made via Electronic Funds Transfer ("EFT") shall be deemed paid on the date that funds are transferred from the Customer's bank account. A request by the Customer for adjustment of bills or any other complaint does not extend the date of the undisputed portion of bills which have been duly rendered.

Customers receiving standard bills produced and issued by the Company's automated billing system, excluding specialized bills, may elect to receive and pay bills through a participating bank or vendor under the Company's On-Line Billing ("OLB") option. Under OLB, a bill shall be deemed rendered when posted electronically. Payment under OLB shall be considered made prior to the past due date if the Customer's bank, vendor, or authorized collector indicates that such a Customer's payment was made by the past due date as indicated on the bill.

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

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

Leaf No. 66  
Revision: 3  
Superseding Revision: 1

## **GENERAL INFORMATION**

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

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

(1) **Length of Term**

The term shall begin on the date service is made available, and shall continue until service is discontinued as provided in applicable Service Classifications.

(2) **Cessation of Service**

Cessation of service means that the taking of all service by the customer at a given locality shall entirely cease for not less than 30 days. The term as defined in each service classification is applicable to each customer, but a change of location does not constitute a discontinuance of service for the purpose of determining the length of time during which customer has taken service.

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

Leaf No. 67  
Revision: 1  
Superseding Revision: 0

## **GENERAL INFORMATION**

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

**Reserved for Future Use**

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

## GENERAL INFORMATION

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

**F. WAIVER OF MINIMUM CHARGE**

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

**G. CHARGES FOR SPECIAL SERVICES**

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

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

(1) Special Meter Read Fee

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

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

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



## GENERAL INFORMATION

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

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

- (1) Applicability
  - (a) The GSC shall be applicable to all customers taking service pursuant to Service Classification Nos. 1, 4, 6, and 8 of P.S.C. No. 16 – Gas, or superseding issues thereof.
  - (b) The applicable GSC, per Therm of usage, shall be charged to customers by prorating the GSCs in effect for heating load during the billing period based on the number of degree days each GSC was in effect during the billing period. For non-heating load, the applicable GSC, per Therm of usage, shall be charged by prorating the GSCs in effect during the billing period based on the number of calendar days each GSC was in effect during the billing period.
- (2) Gas Supply Charge ("GSC", also called Net Cost of Gas)
  - (a) Each monthly GSC shall be the sum of the Average Cost of Gas, the Inter-Departmental Sales Credit, the Gas Cost Reconciliation, the Gas Cost Reconciliation – Interim, the Pipeline Refund, the Capacity Cost Incentive, the Refund of Revenues Collected for Transition Cost from Service Classification Nos. 3, 5, 7, and 9, the Research and Development Surcharge, the Equivalent Cost of Gas, the Refund of Revenues Collected Under the Provisions of Balancing and Cashout Charges of Service Classification Nos. 3, 5, 7, and 9, revenues collected through the Gas Reliability Surcharge, and other PSC approved adjustments.
  - (b) The net cost of gas per therm, computed as provided in the Monthly GSC Statement, shall become effective commencing (the first day of the month following the computation date,) provided however, that the net cost of gas shall be adjusted whenever there is a change in the pipelines' rates. The net cost of gas shall continue in effect until changed.
- (3) Monthly GSC Statement
  - (a) Not less than three days prior to any change in the net cost of gas resulting from this provision for adjustment of rates according to changes in the net cost of gas, a statement showing the present average cost of gas and the date at which and the period for which the average was determined, together with the period the net cost of gas per therm shall remain in effect, shall be duly filed with the Public Service Commission apart from this Rate Schedule. Such statement shall be available to the public at Company offices at which applications for service may be made.
  - (b) A new GSC statement may be filed on one day's notice to become effective not more than five days after the effective date of the initial statement if the replacement of cost estimates in the initial statement with actual costs results in a change in the average cost of gas of more than five percent.
  - (c) Each GSC statement shall contain:
    - (i) An identification of the applicable schedule and service classifications;
    - (ii) The effective period of the GSC. The GSC shall be effective on the date provided on the statement and shall remain in effect until changed by the filing of a subsequent statement;
    - (iii) The date at which, and the period for which, the GSC was determined;
    - (iv) The cost on a per Therm basis, before adjustments;
    - (v) A summary of adjustments, including the Interdepartmental Sales Credit, Pipeline Refunds, Research and Development Surcharge, Annual Reconciliation of Gas Costs, Interim Gas Cost Reconciliation, and other adjustments as approved by the PSC;
    - (vi) The net amount, or GSC without the MFC, on a per Therm basis; and
    - (vii) The MFC.
  - (d) The Company shall file supporting data and workpapers underlying the GSC statement, consistent with 16 NYCRR, Chapter VII Provisions Affecting Public Service, Subchapter C, Rates and Charges, Part 720, Construction and Filing of Tariff Schedules, or superseding issues thereof.

**GENERAL INFORMATION**

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

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

(24) Average Cost of Gas

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

- (a) By applying the estimated rates and charges of the Company's gas suppliers to the respective quantities of gas purchased from each supplier for delivery to customers during the forecasted 12 calendar months; and
- (b) By applying the average unit cost of gas in storage (including charges for gas storage services provided by the Company's storage suppliers but not including carrying charges) at the date of the computation to the quantities of gas withdrawn from storage during the same 12-month period; and
- (c) From the total quantity of gas delivered to customers, other than customers taking service under Service Classifications Nos. 3, 5 and 7, subtracting the quantity of gas delivered for use by the other departments during the same 12-month period; and
- (d) Reducing the total cost of gas purchased and withdrawn from storage, as computed in (a) and (b) above, by an amount determined by applying the interdepartmental rate per dekatherm, to the interdepartmental quantities in (c) above; and
- (e) Included in the Average Cost of Gas are the market price compensation costs that the Company paid to ESCOs for gas diverted during a curtailment situation. Defined in Leaf 127.19.1.D 5(g)6; and
- (f) Plus/minus applicable fixed risk management costs.
- (g) Included in the Average Cost of Gas is the Gas Cost Incentive Mechanism ("GCIM"):
  - (i) 100% of the savings attributable to migration capacity release shall be for the benefit of customers.
  - (ii) There shall be an 85%/15% sharing between customers and shareholders of:
    - (1) Company non-migration capacity release; and
    - (2) Company off-system sales net of gas costs.
  - (iii) There shall be an 80%/20% sharing between customers and shareholders for savings from local production.
- (h) Less the cost of gas attributable to Service Classification No. 15 of this Schedule, or superseding issues thereof;

**GENERAL INFORMATION****4. METERING AND BILLING (Cont'd)****H. ADJUSTMENT OF RATES DUE TO CHANGES IN COST OF GAS (Cont'd)****(4) Average Cost of Gas (Cont'd)**

- (i) By dividing the total cost of gas, (a) plus (b) minus (d) minus (e), by (c) the gas delivered to customers.

**(5) Factor of Adjustment (FOA)**

- (a) The Company incorporated recommendations provided for in the NYPSC Staff White Paper on Lost and Unaccounted for Gas issued on January 27, 2012 with the following clarifications:
  - (i) Adjustments to the fixed FOA are allowed for exogenous events. Exogenous events would include, but are not limited to, events such as flooding and significant theft of service that are outside the Company's control.
  - (ii) Adjustments to the fixed FOA are allowed for significant and unanticipated impacts due to the restructuring of the natural gas industry in New York State. Any adjustment shall apply to the calculation of the actual FOA in any given year for incentive purposes.
- (b) The rates for gas service under Service Classification No. 1 shall be subject each month to an addition or a deduction for each \$.000001, or major fraction thereof, increase or decrease in the average cost of gas per therm. Such increase or decrease shall be multiplied by the FOA ratio of 1.0100 and rounded to the nearest \$.000001 per therm.
- (c) The FOA shall be reset on January 1 based on an average of the actual lost and unaccounted volumes for the immediately preceding three 12-month periods ending August 31.
- (d) The FOA shall not be reset if the average result from those periods is within plus or minus 5% of the FOA then in effect.
- (e) Effective January 1, 2024:  
The Company shall update the five-year average LAUF to five years ending August 31, 2023.
  - (i) The FOA is set at 1.00729;
  - (ii) The Lost and Unaccounted for Gas (LAUF) Target is set at 0.729%;
  - (iii) The dead band upper limit is set at 3.105%;
  - (iv) The dead band lower limit is set at 0.000%.
- (f) System Performance Adjustment (SPA):
  - (i) The SPA adjustment mechanism shall recover or refund gas costs for actual LAUF greater or lesser than the Target LAUF within the dead band as defined in Rule 4.H(5)(e) above for all firm sales and transportation customers.
  - (ii) Effective January 1, 2018 and each subsequent 12-month period starting January 1<sup>st</sup> and thereafter, a SPA per therm rate shall be applicable to Service Classification Nos. 1, 6, and 8 sales customers and Service Classification Nos. 3, 5, 7, and 9 transportation customers. The SPA per therm rate shall be a credit if the actual system LAUF percentage is less than the LAUF Target or a surcharge if the actual system LAUF percentage exceeds the LAUF Target during the 12-month period ending the previous August.
  - (iii) The SPA per therm rate is set forth on the Gas Supply Charge Statement, Small Transportation Rate Adjustment Statement and the Large Transportation Rate Adjustment Statement.

**(6) Inter-Departmental Sales Credit**

The interdepartmental rate per dekatherm shall be defined as \$.48 per dekatherm except for gas used in the Company's gas turbine where the adder shall be \$.44 per dekatherm.

**GENERAL INFORMATION**

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

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

(7) Gas Cost Reconciliation

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

- (a) By taking the cost of purchased gas adjusted for Pipeline Refunds for the 12 months ended August 31 of each year and subtracting therefrom an amount equal to the sum of (1) the average cost of gas as defined in Rule 4.H.(4) multiplied by the quantities of gas purchased for the Company's own customers, (2) the GSC revenues exclusive of Rule 4.H.(5) revenues and Pipeline Refunds, (3) the costs assignable to gas used by other Company departments, and (4) either (i) the previous year's over-collection with interest to the extent not refunded, or (ii) adding the previous year's under-collection with interest to the extent not recovered. The previous year referred to above in (7) (a) is the 12 months ended August 31 of the second preceding year prior to the year for which the calculation is being made.
- (b) A surcharge or refund rate to be shown on the GSC statement shall be determined by dividing the amount derived in (a) above by the quantities of gas purchased for the Company's own customers during the determination period, and by applying the Factor of Adjustment as stated in Rule 4.H.(5) in effect on the date the surcharge or refund becomes effective to the amount so determined.
- (c) The annual reconciliation shall exclude the non-customer portion of GCIM.
- (d) The annual reconciliation period shall be the 12 months ended August 31 of each year. The annual reconciliation shall be filed with the PSC on or before October 15 of each year. The GSC annual surcharge/refund shall be effective with the GSC statement effective on January 1.

## GENERAL INFORMATION

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

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

(8) Gas Cost Reconciliation-Interim

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

(9) Pipeline Refund

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

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

(10) Reserved for Future Use

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

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

## GENERAL INFORMATION

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

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

(12) Research and Development Surcharge

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

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

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

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

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

(13) Equivalent Cost of Gas Provision

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

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

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

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

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

(15) Gas Reliability Surcharge

- (a) Beginning April 1, 2011, ESCOs serving the Company's delivery customers shall be required to provide capacity to meet 100% of the ESCO's non-daily metered customers' load based on an average peak day of 66 Heating Degree Days (HDD) of load. On days exceeding 66 HDD, the Company shall supply the difference between 66 HDD and the HDD of the particular day. The Company shall retain and supply capacity on days where the Heating Degree Days (HDD) are between 66 and 75. The Gas Reliability Surcharge shall recover the costs associated with retaining such pipeline capacity to meet demand on behalf of non-daily metered customers taking service with an ESCO.
- (b) The Gas Reliability Surcharge shall apply to customers taking service under Service Classification Nos. 5, 7a and 9.
- (c) The costs to be collected through the surcharge shall be reduced by a proportionate share of revenues associated with the applicable share of non-migration capacity release, net off-system sales revenue and pipeline refunds related to services used in the derivation of the surcharge. Revenues received from the Gas Reliability Surcharge shall be credited to the Gas Supply Charge.
- (d) The surcharge shall be included in the small Transportation Service Rate Adjustment Statement
- (e) On or before September 30 of each year, beginning in 2011, the Company shall provide a report to the Director of the Office of Electric, Gas and Water that includes the calculation for the projected year's capacity requirements, a statement of the changes from the previous year's capacity requirements, a statement of the changes from the previous year, an explanation of the reason(s) or basis for the changes, and all associated workpapers. Copies of this report shall be contemporaneously provided to ESCOs operating in the Company's gas service territory and any other interested party that specifically requests it.
- (f) The calculation of storage inventory working capital carrying costs included in the Gas Reliability Surcharge shall be consistent with the storage inventory carrying cost calculation described in General Information Rule 4.H.(17)(ii)(e).

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

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

- (16) Heater Charge  
The costs of gas used to pre-heat city gate natural gas throughput at the Company's Gate Station shall be recovered as part of the Company's overall purchased gas costs and shall be recovered through the Gas Supply Charge and Transportation Rate Adjustments .
- (17) Merchant Function Charge (MFC):  
The MFC shall be applicable to only those customers taking gas supply service from the Company. A separate MFC shall be calculated for residential and non-residential customers.
- i) The MFC shall include the following rate components as described in the Joint Proposal dated July 14, 2010 in Case Nos. 09-E-0715, 09-G-0716, 09-E-0717, and 09-G-0718, and as further amended by the Joint Proposal dated February 19, 2016, in Cases 15-E-0283, 15-G-0284, 15-E-0285, and 15-G-0286.
- a) Commodity-related Uncollectible Costs;
  - b) Commodity-related Credit and Collections and Call Center costs;
  - c) Commodity-related Administrative costs;
  - d) Cash Working Capital on Commodity Hedge Margin costs;
  - e) Cash Working Capital on Storage Inventory Carrying Costs; and
  - f) Prior Period Reconciliation.
- ii) The MFC components shall be updated and reconciled as stated below in accordance with the Joint Proposal dated July 14, 2010 in Case Nos. 09-E-0715, 09-G-0716, 09-E-0717, and 09-G-0718, and as further amended by the Joint Proposal dated February 19, 2016, in Cases 15-E-0283, 15-G-0284, 15-E-0285, and 15-G-0286.
- a) Commodity-related Uncollectible Costs
    - The commodity related uncollectible percentage rate shall be reset annually based on the most recent available 12-month period of actual uncollectibles.
    - The commodity-related uncollectible component of the MFC shall be calculated each month by multiplying the uncollectible percentage rate for each of the groups described above by the associated monthly gas supply cost.
  - b) Commodity-related Credit and Collections and Call Center costs
    - The Credit and Collections and Call Center Cost Component shall be reconciled annually for differences in actual versus design sales only. The unit rate shall be reset annually based on recent sales forecasts.
  - c) Commodity-related Administrative costs
    - The Administrative Component shall be reconciled annually for differences in actual versus design sales only. The unit rate shall be reset annually based on recent sales forecasts.
  - d) Cash Working Capital on Commodity Hedge Margin costs
    - The cash working capital on Commodity Hedge cost component shall be based on the Companies' pre-tax rate of return and shall be reconciled to actual costs annually. Additionally, this component shall be updated annually to reflect actual costs from the most recent available 12-month period and the most recent sales forecast.
  - e) Cash Working Capital on Storage Inventory Carrying Costs.
    - The carrying charge used in the determination of monthly storage working capital costs shall be the Company's authorized pre-tax rate of return on the base storage level and the Commission's currently-effective Other Customer Capital rate on monthly amounts above the base storage level. The base storage level is defined as the lowest monthly balance.
    - This component shall be reconciled annually to actual applicable costs for the period.
    - Additionally, this component shall be updated annually to reflect actual costs from the most recent available 12-month period and the most recent sales forecast.



## GENERAL INFORMATION

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

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

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

- (a) In lieu of the GSC, the IGSC shall be applicable to customers requesting to return to firm sales service under Service Classification No.1 from Service Classification No. 3, Service Classification No. 7B, Service Classification No. 15, or Service Classification No. 16, and the Company has or can obtain capacity and gas supply to provide such service without jeopardizing the reliability of service to the Company's existing customers receiving firm gas sale service under Service Classification No.1
- (b) Each month the IGSC shall be the higher of:
  - a. The GSC multiplied by 110% during the months of April through October (125% during the months of November through March); or
  - b. The GSC plus any incremental costs incurred by the Company to serve the returning customers including but not limited to: pipeline and storage capacity, commodity and variable costs and fuel.
- (c) The IGSC shall apply for a period of 12 months, except in instances where the customer returning to sales service is imposing incremental costs in excess of the GSC with the above multipliers added. In such instances, the customer shall be responsible for paying for those costs for as long as the collection of costs from such customer is justified. If an IGSC customer returns to transportation service prior to the end of the contract for capacity, and the Company determines the capacity is not needed for system supply, the capacity shall be released to the customer's ESCO for the remaining term of the contract. If the customer's ESCO does not take release of the capacity then the customer is obligated to pay the Company the pipeline capacity costs for the remaining term of the contract and any other costs the Company incurred on their behalf.

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

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

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

##### **(d) Monthly IGSC Statement**

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

A new IGSC Statement may be filed on one days' notice to become effective not more than five days after the effective date of the initial statement if the replacement of cost estimates in the initial statement with actual costs results in a change in the average cost of gas of more than 5%.

## **GENERAL INFORMATION**

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

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

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

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

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

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

PSC No: 16 - Gas

Leaf No. 77

Rochester Gas and Electric Corporation

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## **GENERAL INFORMATION**

Reserved for Future Use

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

## GENERAL INFORMATION

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

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

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

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

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

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

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

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

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

## GENERAL INFORMATION

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

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

- (1) For customers receiving gas at pressures higher than the normal delivery pressure, the Company may use a fixed factor method for determining the actual gas consumption. The fixed factor method permits the application of Bole's Law (volume correction for pressure) to the uncorrected registration of a gas meter which is being maintained at a constant pressure. Nothing herein shall be construed to require the Company to deliver gas to any customer at higher than normal delivery pressure.
- (2) In instances where the fixed factor method is used, the amount of gas determined from the meter reading shall be multiplied by a billing factor derived from the following formula:

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

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

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

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

## GENERAL INFORMATION

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

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

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

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Rochester Gas and Electric Corporation

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## **GENERAL INFORMATION**

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

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

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

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Rochester Gas and Electric Corporation

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Superseding Revision: 1

## **GENERAL INFORMATION**

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

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

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



PSC No: 16 - Gas

Rochester Gas and Electric Corporation

Initial Effective Date: December 1, 2020

Issued in compliance with Order in Case No. 19-G-0381, dated November 19, 2020.

Leaf No. 82

Revision: 5

Superseding Revision: 4

## **GENERAL INFORMATION**

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

**K.2      Reserved for Future Use**

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

PSC No: 16 - Gas

Rochester Gas and Electric Corporation

Initial Effective Date: December 1, 2020

Issued in compliance with Order in Case No. 19-G-0381, dated November 19, 2020.

Leaf No. 83

Revision: 7

Superseding Revision: 5

## **GENERAL INFORMATION**

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

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

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

PSC No: 16 - Gas

Rochester Gas and Electric Corporation

Initial Effective Date: December 1, 2020

Issued in compliance with Order in Case No. 19-G-0381, dated November 19, 2020.

Leaf No. 83.1

Revision: 3

Superseding Revision: 1

## **GENERAL INFORMATION**

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

**K.3** Reserved for Future Use

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

## **GENERAL INFORMATION**

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

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

##### **PURPOSE:**

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

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

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

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

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

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

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

**GENERAL INFORMATION**

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

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

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

**TRANSITION CHARGE**

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

**REVENUE DECOUPLING MECHANISM (RDM) ADJUSTMENT**

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

**D. INCREASE IN RATES AND CHARGES**

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

**E. OTHER**

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

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

b. For a prospective customer, the base amount will be zero.

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

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

PSC No: 16 - Gas  
Rochester Gas and Electric Corporation  
Initial Effective Date: December 1, 2020  
Issued in compliance with Order in Case No. 19-G-0381, dated November 19, 2020.

Leaf No. 84  
Revision: 3  
Superseding Revision: 2

## GENERAL INFORMATION

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

#### **L. NOTICE TO COMPANY OF ESCAPE OF GAS**

Customers are required to give immediate notice to the Company of any escape of gas, as no deduction shall be made from the registration of the meter. In case of a leak, the meter cock must be immediately closed and no flame taken near the escape until after full and free ventilation.

#### **M. SERVICE GUARANTEE FOR MISSED APPOINTMENTS**

The Company guarantees to keep service appointments made at the customer's request. If the Company does not keep an appointment within the timeframe agreed upon, a credit shall be applied to the customer's next bill. The credit shall be \$35.00.

Service guarantees do not apply to appointments made for the same day the customer requests service or if events beyond the Company's control, such as severe weather, prevent the Company from performing as planned.

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

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

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

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

**1. Eligibility**

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

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

**2. Billing and Collections**

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

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

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

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

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

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

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

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

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

## GENERAL INFORMATION

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

#### **N. New York State Energy Research and Development Authority ("NYSERDA") Loan Installment Program (CONT'D)**

##### **3. Term**

NYSERDA shall advise the Company of the number of the NYSERDA loan installment amounts to be paid. The NYSERDA loan obligation shall survive changes in ownership, tenancy and meter account responsibility at the premises where the energy efficiency measures were installed unless fully satisfied. In the event the NYSERDA Loan Installment obligation is not satisfied when a customer's account is closed and NYSERDA notifies the Company to bill loan installment amounts to a subsequent customer, such subsequent customer shall be subject to all terms and conditions of this Section.

When an account with a NYSERDA loan is closed, loan installment amounts that were billed but unpaid shall be transferred to the Customer's new account established with the Company, or another existing account, provided, however, that if the customer does not establish a new account with the Company 45 days after the account is closed, the Company shall cease its collection activity for the NYSERDA loan installment arrears and advise NYSERDA so it can pursue collection of the outstanding balance.

##### **4. Account Information**

As authorized by the Power New York Act of 2011, the Company shall provide NYSERDA or its agents with certain customer information (*i.e.*, account closure information and subsequent customer information, including customer name, old and new account number(s), loan number, mailing address and service address.) All customer information released to NYSERDA by the Company shall be considered confidential. Customers making application to NYSERDA under the NYSERDA Loan Installment Program shall be required to provide consent for NYSERDA's use of the customer's utility account information.

For a premise with an outstanding NYSERDA loan obligation, each subsequent customer is deemed to have consented to the Company's disclosure to NYSERDA of such customer's information.

##### **5. Customer Questions and Billing Disputes**

Questions related to the NYSERDA Program and complaints relating to the Company's billing of NYSERDA loan installment amounts shall be directed to NYSERDA. At least annually, the Company shall provide customers participating in the NYSERDA Loan Installment Program the following information:

- a. The amount and duration of remaining monthly payments under the NYSERDA Loan Installment Program.
- b. NYSERDA's contact information and dispute resolution procedures for resolving customer complaints regarding the NYSERDA Loan Installment Program.



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

**O. Unusual Conditions and Increased Loads:**

- A. Where the Company cannot be assured that the business to be served shall be permanent, or where unusual expenditures are necessary to supply service because of the location, size, or character of the customer's installation, extensions shall be constructed only when customers' contributions toward the cost of the extension or other satisfactory arrangement is sufficient to compensate the Company for the investment and expense involved.
- B. Customer should give the Company reasonable advance notice, preferably in writing, of any proposed increase in service required, setting forth in such notice the amount, character, and the expected duration of time the increased service shall be required. If such increase in load necessitates added or enlarged facilities (other than metering equipment) for the sole use of any non-residential space heating or industrial customer, the Company may require customer to make a reasonable contribution to the cost of adding or enlarging the facilities whenever customer fails to give assurance, satisfactory to the Company, that the taking of the increased service shall be of sufficient duration to render the supply thereof reasonably compensatory to the Company. The customer or the Company may apply to the PSC for a ruling as to the necessity for and reasonableness of the contribution required.

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

**1. Low Income Program**

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

**A. Enrollment**

- 1. Customers whom the Company receives a regular HEAP benefit ("add-on") on their behalf, shall be automatically enrolled in the Low Income Program.
  - a. A customer that provides documentation of receiving a HEAP benefit for an alternate heat source (i.e., wood, propane) shall be eligible for the Low Income program and receive Tier 1 benefits.
  - b. A customer identified by the State Office of Temporary and Disability Assistance as receiving a HEAP benefit paid to an alternate provider, shall be automatically enrolled in the Low Income Program and receive Tier 1 benefits.
  - c. Prior to each HEAP season, a customer that has not received a HEAP benefit on their behalf in the preceding 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.D.(1) Budget Billing of this Schedule.

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

**D. Reconnect Charges**

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

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

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

2. **Energy Affordability Guarantee Pilot Program ("Guarantee Pilot")**

The Guarantee Pilot offers an energy guarantee to certain customers in the form of a bill credit to households that receive electrification upgrades through the New York State Energy Research and Development Authority's ("NYSERDA") EmPower Plus ("EmPower+") program. DPS Staff shall work with its' third-party implementation contractor ("Implementation Contractor") to calculate the credit for the participant, provide the credit information to the Company, and the Company will apply the credit to participants' bills. Any dispute resolution that requires an adjustment to the customer's bill will be provided to customers in a subsequent billing period.

A. Eligibility

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

1. The participant must be enrolled in the Company's Low Income Program (also referred to as the Energy Affordability Program ("EAP")) and NYSERDA's EmPower+ Program as a prerequisite to participation in the Guarantee Pilot. The participant must complete and sign the Guarantee Pilot application ("Application") with an implementation contractor specified by the Commission ("Implementation Contractor"). The Application will include customer consent to allow the Company to provide customer's data to the Implementation Contractor. A participant who becomes unenrolled from EAP following their enrollment in the Guarantee Pilot may continue participation in the Guarantee Pilot subject to the requirements specified herein.
2. The customer's premise must be electrified, meaning the participant's space and water heating will be provided exclusively by heat pumps through the EmPower Plus Program.
3. Participant enrollment in the Guarantee Pilot will be limited, as provided in the Commission's Order dated August 15, 2024 in Case 14-M-0565 as the same may be modified or superseded ("Guarantee Order"), or as such enrollment levels may be further modified by the Commission. The Guarantee Order requires participants to enroll no later than January 1, 2026, or until the Commission's initial participant goal is reached. Participant enrollments will be reviewed and approved by the Implementation Contractor.
4. Participants are required to provide household income documentation on an annual basis to the Implementation Contractor, within a two-month grace period, in accordance with the Guarantee Pilot application, for use in calculating the Guarantee as specified in 2 below.
5. Customers may participate in the Guarantee Pilot while participating in budget billing with the Company, subject to meeting any other eligibility requirements of the Guarantee Pilot specified in the Application and herein.

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

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

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

**B. The Guarantee**

**1. Guarantee Credit**

- i) A Guarantee Credit will be calculated monthly for each participant, by the Implementation Contractor, as specified in the Guarantee Order. Customers experiencing an electricity bill, net of any EAP Credits the participant receives in that bill, in excess of 6% of their household income will receive a monthly Guarantee Credit.
- ii) The determination of the Guarantee Credit will include a cap based on the customer's electricity consumption, which will be set at 150% of the average electricity consumption for EAP customers whose entire electric space heating requirements are supplied by electricity in the Company's service territory.

**2. Transferability of the Guarantee**

In the event that a participant moves from a premise that had been electrified through the EmPower+ Program, the Guarantee may be transferred to the new customer at the premise, subject to the new customer meeting the eligibility requirements of the Guarantee Pilot as determined by the Implementation Contractor. The Implementation Contractor will be responsible for notifying the new occupant about the Pilot, verifying eligibility, and enrolling the new occupant in the Guarantee Pilot, if such occupant otherwise meets eligibility requirements, when changes in occupancy occur.

**3. Term of the Guarantee**

The participant will receive the Guarantee Credit for a term of fifteen years, subject to participation in the Guarantee Pilot ending prior to the full term when any of the following occurs:

- i. if the participant moves from the premise that had been electrified through EmPower+; or
- ii. The life of the heat pump(s) installed through EmPower+ as a pre-requisite to Guarantee Pilot participation ends prior to the full term; or
- iii. the participant requests to be removed from the program; or
- iv. the participant fails to provide the required annual household income documentation as specified in the Application and as determined by the Implementation Contractor. The Implementation Contractor will determine when participation in the Guarantee Pilot ends and will notify the Company accordingly.

**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**

#### **P. 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 gas customer of the Company taking service under Service Classification No. 1 this Schedule, and/or a residential electric customer of the Company taking service under PSC No. 19, Service Classification No. 1 or No. 4.
- 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**  
**4. METERING AND BILLING** (Cont'd)

**Q. Policies Related to Widespread Prolonged Outages**

1. Definitions:
  - a. "Widespread Prolonged Outage": a gas outage event impacting at least 1,500 customers at the same time and having one or more customers who remain without service for 72 hours or more, unless the Company is denied access to inspect and relight those services prior to the 72-hour mark.
  - b. "Subsequent 24-Hour Period": Each full consecutive 24-hour period beginning after the lapse of the initial 72 hours following the start of the outage.
  - c. "Proof of Loss": verifiable proof of perishable food and/or prescription medication spoilage. To verify spoilage, the customer must provide an itemized list of perishable foods and/or prescription medication and a depiction (photographic evidence) of food and/or prescription medication spoilage. To determine the reimbursement amount of an impacted customer's food and/or prescription medication spoilage, the customer must provide itemized receipts, itemized cash register receipts, itemized credit card receipts, or photographs of replacement goods that also indicate the price of the item, or other verifiable documentation of the market value of the item, or, in appropriate circumstances, an interview with the claimant.
  - d. "Reimbursement": Monetary reimbursement in the form of a check.
2. If a Widespread Prolonged Outage occurs, the Company shall apply a \$25 bill credit to the account of an affected residential customer taking service under P.S.C. No. 16 - Service Classification Nos. 1, 8, or 9 for each full Subsequent 24-Hour Period following the initial 72 hours that a customer is without gas service.
  - a. A residential customer that remains without gas service for more than 72 hours solely due to an issue with customer-owned equipment or if the Company is denied access to inspect and relight those services prior to the 72-hour mark is not eligible for the above-mentioned \$25 bill credit.
3. A residential customer served under P.S.C. No. 16 - Service Classification Nos. 1, 8, or 9 that experiences a Widespread Prolonged Outage may be eligible for reimbursement for spoiled food and or refrigerated medication.
  - a. Eligible customers shall provide an itemized list of food spoiled or Proof of Loss within 14 days after the 72<sup>nd</sup> hour of a Widespread Prolonged Outage. The Company shall provide reimbursement within 30 days of the receipt of the itemized list or Proof of Loss except during the pendency of the Company's petition for a waiver under Public Service Law 73(3).
    - i. The amount of reimbursement shall not exceed a total of \$235 for customers who provide an itemized list. The amount of reimbursement for customers who provide Proof of Loss shall not exceed \$540.
    - ii. The amount of reimbursement for spoiled refrigerated medication shall not exceed the actual loss of perishable prescription medication.
4. A non-residential gas customer that uses less than or equal to 750 dekatherms per year that experiences a Widespread Prolonged Outage may be eligible for reimbursement for spoiled food. A non-residential customer taking Interruptible service is not eligible for reimbursement for spoiled food.
  - a. Eligible customers shall provide Proof of Loss within 14 days after the 72<sup>nd</sup> hour of a Widespread Prolonged Outage.
  - b. The Company shall provide reimbursement within 30 days of the receipt of Proof of Loss except during the pendency of the Company's petition for a waiver under Public Service Law 73(3). The amount of reimbursement shall not exceed \$540.
5. Not later than 14 calendar days after the 72<sup>nd</sup> hour of a Widespread Prolonged Outage, the Company may petition the Commission for a waiver of the requirements of this section.