

## GENERAL INFORMATION

### **6. LIABILITY**

#### **A. CONTINUITY OF SUPPLY**

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

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

#### **B. CUSTOMER'S EQUIPMENT**

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

#### **C. COMPANY EQUIPMENT**

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

#### **D. INTEGRATED ENERGY DATA RESOURCE**

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

## GENERAL INFORMATION

### 7. CUSTOMER INQUIRIES AND COMPLAINTS

#### **A. CUSTOMER DISPUTES**

Any complaint filed with the Company regarding disputed bills, charges or deposits will be promptly investigated in accordance with the procedures and form of notice required by the Commission rules contained in 16 NYCRR 11.20, 12, 13.15 275.8, and 275.9

The Company will not send a final notice of termination nor discontinue service regarding a disputed bill or deposit until it has complied with said Commission rules. Copies of the Company's complaint handling procedures and form of notice are on file with the Commission and are available to the public upon request at Company offices where application for service may be made. In the Company's final response to a complaint, if the resolution is at all in the Company's favor, it will inform the customer of the Commission's complaint handling procedures, including the Commission's address and telephone number.

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

Leaf No. 113  
Revision: 1  
Superseding Revision: 0

**GENERAL INFORMATION**  
Reserved for Future Use

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

PSC No: 16 - Gas  
 Rochester Gas and Electric Corporation  
 Initial Effective Date: January 1, 2005  
 Issued in compliance with order in Cases 03-E-0765, 02-E-0198, and 03-G-0766 dated May 20, 2004

Leaf No. 114  
 Revision: 1  
 Superseding Revision: 0

GENERAL INFORMATION  
 8. FORMS

A. RESIDENTIAL SERVICE AGREEMENT

**RESIDENTIAL SERVICE AGREEMENT**

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

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

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

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

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

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

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

Applicant Name (Print) \_\_\_\_\_  
 Applicant Signature \_\_\_\_\_ Date: \_\_\_\_\_  
 RG&E Signature \_\_\_\_\_ Date: \_\_\_\_\_

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

PSC No: 16 - Gas  
 Rochester Gas and Electric Corporation  
 Initial Effective Date: January 1, 2005  
 Issued in compliance with order in Cases 03-E-0765, 02-E-0198, and 03-G-0766 dated May 20, 2004

Leaf No. 115  
 Revision: 1  
 Superseding Revision: 0

**GENERAL INFORMATION**  
**8. FORMS (Cont'd)**

**B. GENERAL SERVICE APPLICATION FORM**

**NON-RESIDENTIAL SERVICE AGREEMENT**

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

INFORMATION (Completed by Applicant)			
Account Name:		Suite / Store #:	
Service Address:	City:	State:	Zip:
Mailing Address:	City:	State:	Zip:
Day Phone #:	Evening Phone #	Fax #:	
Address of Prior / Existing RG&E Service Using Same Account Name:		City:	State: Zip:
Primary Contact Person:		Phone # (if different):	
<b>For Partnerships &amp; DBAs, enclose a copy of the filed DBA or Partnership papers:</b> <input type="checkbox"/> Required <input type="checkbox"/> Not required (on file)			
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> DBA (specify name)			
Name:	Social Security #:	Employer Tax ID #:	
Home Address:			
Name:	Social Security #:	Employer Tax ID # :	
Home Address:			
<b>For Corporations, enclose a copy of the certificate of incorporation, which lists principal officers:</b> <input type="checkbox"/> Required <input type="checkbox"/> Not required (on file)			
Employer Tax ID #:			
<b>Tax Exempt Status:</b> <input type="checkbox"/> Taxable <input type="checkbox"/> Exempt <input type="checkbox"/> Partial Exempt. If partial or exempt, enclose a copy of exemption certificate			
SERVICE LOCATION INFORMATION (Completed by Applicant)		Additional Protections may be available under Part 11 of 16 NYCRR for residential uses.	
If residential, specify the number of residential units:			
Do you control access to the meter? <input type="checkbox"/> Yes <input type="checkbox"/> No. List name, address, and phone number of the person controlling access below:			
Name:		Phone:	
Address:	City:	State:	Zip:
Will this service be used exclusively for religious purposes by a religious corporation or association? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Will this service be used by a post or hall owned or leased by a not-for-profit corporation that is a veterans' organization? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Will this service be used exclusively by a not-for-profit corporation in a community residence for the mentally disabled? <input type="checkbox"/> Yes <input type="checkbox"/> No			
SERVICE TYPE REQUESTED (Completed by Applicant)			
The questions that follow are designed to assist RG&E in placing you on the proper and most beneficial service classification. <b>The information you supply will be used to determine your service classification.</b> A complete description of all service classifications and their terms are listed in RG&E's Gas and Electric Tariffs, which are available for inspection at any RG&E office as well as on RG&E's website ( <a href="http://www.rge.com">www.rge.com</a> ).			
<input type="checkbox"/> <b>ELECTRIC SERVICE</b> Will consumption be similar to prior customer?	Requested Effective Date: _____ <input type="checkbox"/> Yes, same service classification as prior. <input type="checkbox"/> No. Has Electric Service Request Form been completed? <input type="checkbox"/> Yes <input type="checkbox"/> No Contact RG&E Marketing and Sales Department at (585) 771-6040 for an Electric Service Request Form.		
<input type="checkbox"/> <b>AREA LIGHTING</b>			
<input type="checkbox"/> <b>GAS SERVICE</b> Will consumption be similar to prior customer?	Requested Effective Date: _____ <input type="checkbox"/> Yes, same service classification as prior. <input type="checkbox"/> No. Has Gas Service Request Form been completed? <input type="checkbox"/> Yes <input type="checkbox"/> No Contact RG&E Marketing and Sales Department at (585) 771-6040 for Gas Service Request Form.		
<input type="checkbox"/> <b>OTHER SERVICE</b>	Requested Effective Date: _____		
<input type="checkbox"/> Facility Relocation (Describe) _____			
<input type="checkbox"/> Disconnect / Reconnect			
<input type="checkbox"/> Other (specify) _____			

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



PSC No: 16 - Gas  
Rochester Gas and Electric Corporation  
Initial Effective Date: January 1, 2005  
Issued in compliance with order in Cases 03-E-0765, 02-E-0198, and 03-G-0766 dated May 20, 2004

Leaf No. 117  
Revision: 1  
Superseding Revision: 0

**GENERAL INFORMATION**  
**8. FORMS (Cont'd)**

Reserved for Future Use

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

PSC No: 16 - Gas  
Rochester Gas and Electric Corporation  
Initial Effective Date: June 1, 2003  
Effective:

Leaf No. 118  
Revision: 0  
Superseding Revision:

**GENERAL INFORMATION**  
**8. FORMS (Cont'd)**

**C. GAS MAIN EXTENSION AGREEMENT FORM**

District \_\_\_\_\_ GAS MAIN EXTENSION AGREEMENT Extension No. \_\_\_\_\_  
Rochester Gas and Electric Corporation

**The undersigned hereby requests a Gas Main Extension from the existing main at**

In the \_\_\_\_\_ of \_\_\_\_\_ County of \_\_\_\_\_

AND AGREES TO:

1. Grant to the Company, without expense to it, satisfactory permits or easements for the construction, maintenance and operation of the gas main and facilities through, upon and along his property.
2. Sign the Company's prescribed form of application for service, to use the service as soon as it is made available and to pay for the service at the regular filed rates as long as he remains a customer of the Company.
3. Pay a monthly surcharge\* as required by the provisions of the Company's filed tariff. Unless otherwise cancelled by the terms of such tariff provisions, the obligation of the undersigned to pay such surcharge shall continue even after transfer of the premises to which it is applicable unless (a) the transferee assumes such obligation in writing and (b) the assumption is enforceable by the Company.

\* The estimate of the monthly surcharge is \$ \_\_\_\_\_ per customer. The actual surcharge will be determined when actual costs of installation are known. The estimated surcharge is based on an extension of \_\_\_\_\_ feet to serve \_\_\_\_\_ customer(s) whose annual revenues to the Company are estimated to be \$ \_\_\_\_\_. The surcharge will be subject to revision:

1. When the number of customers served from the extension increases, and/or
2. Annually, based on revenue received by the Company in the prior twelve months.

*This request is made with full and complete knowledge that the main will not be laid until all [ ] of the applicants have signed for service from the extension and until all necessary easements and permits have been granted and the premises of all applicants have been properly piped for reasonable use of the Company's gas service.*

Name

Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Deposit \$ \_\_\_\_\_ Credit Approved \_\_\_\_\_

Received by: \_\_\_\_\_ Date \_\_\_\_\_

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



PSC No: 16 - Gas  
Rochester Gas and Electric Corporation  
Initial Effective Date: June 1, 2003  
Effective:

Leaf No. 120  
Revision: 0  
Superseding Revision:

**GENERAL INFORMATION**  
**8. FORMS (Cont'd)**

**D. MINIMUM INSULATION STANDARDS CERTIFICATE (Cont'd)**

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

Certificate No. \_\_\_\_\_

Rochester Gas and Electric Corporation

**CERTIFICATE OF COMPLIANCE**

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

I \_\_\_\_\_ am aware that the Minimum Insulation Standards for Dwellings  
(Owner)

Converting to Gas or Electric Space Heat require my house to have storm doors, storm windows, and at least R-19 (usually six inches) roof insulation. I certify that my building at

(Location) \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature of Owner

Date \_\_\_\_\_

\_\_\_\_\_  
Address

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

PSC No: 16 - Gas  
Rochester Gas and Electric Corporation  
Initial Effective Date: June 1, 2003  
Effective:

Leaf No. 121  
Revision: 0  
Superseding Revision:

**GENERAL INFORMATION**  
**8. FORMS (Cont'd)**

**D. MINIMUM INSULATION STANDARDS CERTIFICATE (Cont'd)**

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

Certificate No. \_\_\_\_\_

Rochester Gas and Electric Corporation

**CERTIFICATE OF COMPLIANCE**

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

I have inspected the building at \_\_\_\_\_  
(Location)

owned by \_\_\_\_\_ and certify that it meets the requirements of  
the Minimum  
(Owner)

Insulation Standards for Dwellings Converting to Gas or Electric Space Heat.

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

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor or Utility Representative

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

PSC No: 16 - Gas  
Rochester Gas and Electric Corporation  
Initial Effective Date: January 1, 2005

Leaf No. 122  
Revision: 1  
Superseding Revision: 0

**GENERAL INFORMATION**  
**8. FORMS (Cont'd)**

E. Reserved for Future Use

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

PSC No: 16 - Gas  
Rochester Gas and Electric Corporation  
Initial Effective Date: January 1, 2005

Leaf No. 123  
Revision: 1  
Superseding Revision: 0

**GENERAL INFORMATION**

**8. FORMS (Cont'd)**

**F. DEFERRED PAYMENT AGREEMENT**

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

Customer Name: \_\_\_\_\_ Account Number: \_\_\_\_\_  
Service Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

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

Outstanding Balance Due: \$ \_\_\_\_\_  
Deposit Amount Due: \$ \_\_\_\_\_  
TOTAL BALANCE OWED: \$ \_\_\_\_\_

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

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

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

**Payment of Outstanding Balance:**

A down payment of \$ \_\_\_\_\_ is to be received by \_\_\_\_\_

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

\$ \_\_\_\_\_ a week on each \_\_\_\_\_ starting on \_\_\_\_\_

\$ \_\_\_\_\_ every two weeks on each \_\_\_\_\_ starting on \_\_\_\_\_

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

**Payment of Deposit:**

A down payment of \$ \_\_\_\_\_ is to be received by \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Company Representative - Date

\_\_\_\_\_  
Customer Representative - Date

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

PSC No: 16 - Gas  
Rochester Gas and Electric Corporation  
Initial Effective Date: January 1, 2005

Leaf No. 124  
Revision: 1  
Superseding Revision: 0

**GENERAL INFORMATION**  
**8. FORMS (Cont'd)**

**F. DEFERRED PAYMENT AGREEMENT**

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

Customer Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Service Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

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

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

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

Payment of Outstanding Balance:

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

\$ \_\_\_\_\_ is to be received by \_\_\_\_\_ of each \_\_\_\_\_ starting on \_\_\_\_\_.

Payment of Deposit:

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

\$ \_\_\_\_\_ is to be received by \_\_\_\_\_ of each \_\_\_\_\_ starting on \_\_\_\_\_.

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

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

**Yes! I would like Budget Billing [ ] .**

Acceptance Agreement:

Customer Signature

RE&E Representative

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Name (Print)

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

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

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

PSC No: 16 - Gas  
Rochester Gas and Electric Corporation  
Initial Effective Date: January 1, 2005

Leaf No. 125  
Revision: 1  
Superseding Revision: 0

**GENERAL INFORMATION**  
**8. FORMS (Cont'd)**

G. Reserved for Future Use

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

PSC No: 16 - Gas  
Rochester Gas and Electric Corporation  
Initial Effective Date: June 1, 2003  
Effective:

Leaf No. 126  
Revision: 0  
Superseding Revision:

**GENERAL INFORMATION**  
**8. FORMS (Cont'd)**

**H. DISCONTINUANCE OF SERVICE FORM**

Rochester Gas & Electric Corporation

P.S.C. No. 16

**DISCONTINUANCE OF SERVICES FORM**

Please type or print clearly Marketer Name

Marketer Contact Person \_\_\_\_\_

Phone number - - \_\_\_\_\_

Fax number - - \_\_\_\_\_

Pager number - - \_\_\_\_\_

Discontinue services to:  Individual Customer listed below

All our Customers in the RG&E service territory (Attach customer list which includes Customer and service point information as required on this form.)

<b>Customer and Service Point Information:</b>		
Customer Name (Account Name) _____		
Service Address Street _____	Apt. No. _____	
City _____	State NY	Zip Code - - _____
Mailing Address _____		
(Complete if different from Service Address)		
Contact Person _____	Telephone: Daytime - - _____	Evenings - - _____
	Fax - - _____	Pager number: - - _____
Old RG&E account # _____		
Is there any person at the service address who is listed as a Human Needs Customer? <input type="checkbox"/> YES <input type="checkbox"/> NO		
(To discontinue services to multiple service points at the same service address, attach separate sheet listing service point identification Service Classification for each.)		
Service Point ID _____	Meter No _____	Service Classification _____

<b>For multiple dwellings, provide the following information:</b>		
Landlord's Name _____		
Landlord's Mailing Address _____	City _____ State NY Zip Code - - _____	
Landlord's Phone Number - - _____		

Reason for discontinuance of services \_\_\_\_\_

Discontinuance will be effective upon obtaining a meter read (actual or estimated) for each service point being discontinued.

- on regular meter read date
- on requested discontinuance date

<ul style="list-style-type: none"><li>• The named Marketer certifies that such discontinuance of services does not violate the terms of the its contract with the Customer for the specified service point(s).</li><li>• The named Marketer has provided the Customer with at least 15 calendar days advance notice of such discontinuance.</li></ul>	
Marketer Representative Signature _____	Date _____
Title _____	_____

Mail to: Rochester Gas & Electric Corporation  
89 East Avenue  
Rochester, New York 14649  
Attention: Wholesale Operations Dept.

Telephone: 585-771-4602  
or  
Fax to: 585-771-4600

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

## GENERAL INFORMATION

### 9. INTEREST ON CUSTOMER OVERPAYMENTS

- A. The Company shall provide interest on customer overpayments in accordance with 16 NYCRR 277.

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

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

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

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. 127.1  
Revision: 4  
Superseding Revision: 2

## **GENERAL INFORMATION**

### **10. GENERAL RETAIL ACCESS**

#### **A. Introduction:**

1. This Section contains the terms and conditions pertaining to General Retail Access under the multi-retailer model.
2. The ESCOs are responsible for arranging for delivery of gas supplies on the upstream pipelines that serve the Company's system.

#### **B. Definitions and Abbreviations:**

Definitions for terms and abbreviations pertaining to General Retail Access can be found in Rule 1, Definitions and Abbreviations, of this Tariff.

#### **C. Customer Participation:**

##### **1. Eligibility Requirements:**

Eligibility to participate in General Retail Access - Multi-Retailer Model is open to all customers subject to the following:

- (a) A Customer, whose Gas Supply and delivery would otherwise be provided by the Company, under S.C. No. 1, S.C. No. 6 or S.C. No. 8 may arrange for Gas Supply only from an ESCO that meets the requirements set forth herein.
- (b) A Customer may select only one ESCO at a time per customer account per utility type, regardless of the number of service points.

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

PSC No: 16 - Gas  
Rochester Gas and Electric Corporation  
Initial Effective Date: May 1, 2017

Leaf No. 127.2  
Revision: 4  
Superseding Revision: 3

## **GENERAL INFORMATION**

### **10. GENERAL RETAIL ACCESS (Cont'd)**

#### **C. Customer Participation (Cont'd)**

##### **2. Customer Information:**

Rules and requirements for Customer Information are contained in Section 4 of the UBP Addendum to this Schedule.

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

## GENERAL INFORMATION

### 10. GENERAL RETAIL ACCESS (Cont'd)

#### C. Customer Participation (Cont'd)

##### 3. Confidentiality:

The ESCO must keep confidential any customer information (usage and billing and credit information) obtained from the Company. This information shall not be disclosed to any party, unless otherwise authorized by the Customer in writing. All other customer information, such as account numbers (and any passwords used, if applicable), telephone numbers and service addresses, shall also be kept confidential and not disclosed to others, unless otherwise authorized in writing by the Customer.

The Company shall not disclose a customer's usage and billing and credit information to an ESCO unless the Customer has notified the Company, in writing, that such information may be disclosed.

## GENERAL INFORMATION

### **10. GENERAL RETAIL ACCESS (Cont'd)**

#### **C. Customer Participation (Cont'd)**

##### **4. Changes in Supplier:**

- (a) Switching Requirements – S.C. No. 5, S.C. No. 4 whose otherwise applicable service classification is S.C. No. 5, S.C. No. 7 Customers with annual use less than 35,000 therms and S.C. No. 9:  
See Section 5 of the UBP Addendum to this Schedule.
  - (i) Effective Date of Switch:  
All switches shall occur on the date of the Customer's next meter reading date, which must be at least 10 business days in the future.
  - (ii) Special Meter Reading Fees:  
A fee of \$20 per customer location, per meter, per read attempt, shall be charged to an ESCO or Direct Customer requesting that a meter read be performed on a date other than the regularly scheduled meter reading date.
- (b) Switching Requirements – S.C. No. 3, S.C. No. 10, S.C. No. 4 whose otherwise applicable service classification is S.C. No. 3, and S.C. No. 7 customers who annual use is greater than or equal to 35,000 therms:  
See Section 5 of the UBP Addendum to this Schedule.
  - (i) Initiating a Service Switch:
    - (a) The ESCO/DC and the Customer shall each submit a formal request on their letterhead to the Company 10 business days prior to the end of the month.
    - (b) The switch date shall be the first calendar day of the next month.
  - (ii) Special Meter Reading Fees:  
Daily meter reads and special meter reading fees shall be in accordance with Rule 10.G of this Schedule, at Type of Balancing Service, S.C. No. 3 Daily Balancing Service, 1. Daily Meter Read Data.
- (c) Budget Billing Adjustments:  
The Company's Budget Billings reflect only delivery charges and may be adjusted at the switch dates or as required to reflect changes in the Company's service and, if adjusted, shall be reflected in the Customer's next bill.

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Initial Effective Date: July 1, 2016  
Issued in compliance with Order in Case 15-G-0286, dated June 15, 2016

Leaf No. 127.5  
Revision: 3  
Superseding Revision: 1

**GENERAL INFORMATION**

**10. GENERAL RETAIL ACCESS (Cont'd)**

Reserved for Future Use

ISSUED BY: James A. Lahtinen, Vice President Rates and Regulatory Economics, 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. 127.6  
Revision: 3  
Superseding Revision: 1

**GENERAL INFORMATION**

**10. GENERAL RETAIL ACCESS (Cont'd)**

Reserved for Future Use

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

**GENERAL INFORMATION**

**10. GENERAL RETAIL ACCESS (Cont'd)**

**C. Customer Participation (Cont'd)**

**5. Metering:**

- (a) The metering requirements set forth in this Schedule apply here. Customers shall continue to use existing meters.
- (b) A Customer that does not take service under an economic incentive provision that requests a meter other than that provided by the Company, commensurate with the Customer's Service Classification, is subject to the additional requirements set forth in this Schedule. Meter upgrades, subject to the availability of equipment, shall be installed and operated by the Company at the Customer's expense.
- (c) The Company shall continue to own, install, maintain, and read Customers' meters for billing purposes.

A schedule of meter upgrade charges shall be provided by the Company upon the request of the Customer or its authorized designee. The Company maintains a schedule of meter upgrade charges that covers standard metering options, and such schedule is available upon request.

- (d) The Company shall perform meter readings in accordance with established reading cycles and current practices, and provide relevant meter reading information to the ESCO. Information provided to an ESCO may be used solely by the ESCO for the purpose of billing the Customer.

## GENERAL INFORMATION

### 10. GENERAL RETAIL ACCESS (Cont'd)

#### C. Customer Participation (Cont'd)

##### 6. Billing:

- (a) Except as specified in Rule 10.F. of this Schedule, Consolidated Billing and Payment Processing, the Company shall bill a Customer only for the delivery of Gas Supply and other services provided by the Company. The ESCO is responsible for billing its Customer for the Gas Supply and other services the ESCO provides to the Customer.
- (b) The Company bill shall be issued to a Customer in accordance with established billing cycles and practices applicable to such Customer.
- (c) A DC or the ESCO acting as an agent for Customers, is responsible for:
  - (i) obtaining and scheduling Gas Supply with the upstream pipelines, and (ii) complying with the provisions herein relating to Operational Issues as specified in Rule 10.D.5 of this Schedule, with respect to its or a Customer's Gas Supply requirements.

##### 7. Customer's Agent:

- (a) Participation by a Customer in General Retail Access shall be deemed an election by such customer for the ESCO selected by the Customer, to act as such customer's agent and attorney-in-fact for all matters relating to acquisition of Gas Supply, gas scheduling, and transmission service (including, but not limited to, designation by such customer's ESCO or another ESCO to take responsibility for Operational Issues), and Customers shall be bound by any determinations, decisions, understandings or agreements reached by such ESCO with respect to Operational Issues.

##### 8. Provider of Last Resort ("POLR"):

- (a) The Company shall be the POLR for those customers: (i) for whom competition is not a viable option, (ii) who choose not to participate in retail access, (iii) who terminate their agreements with an ESCO and fail to designate a substitute ESCO, or (iv) who are impacted by an ESCO's discontinuance of service.
- (b) As a POLR, the Company shall:
  - i. Accept customers, subject to Commission consumer protection rules, and provide related customer services;
  - ii. Obtain and deliver Gas Supply for such customers, consistent with the then-current upstream pipelines' tariffs and retail tariffs; and
  - iii. Provide for any programs, as approved by the Commission to assist low-income customers.

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Initial Effective Date: July 1, 2016  
Issued in compliance with Order in Case 15-G-0286, dated June 15, 2016

Leaf No. 127.9  
Revision: 3  
Superseding Revision: 1

## GENERAL INFORMATION

### **10. GENERAL RETAIL ACCESS (Cont'd)**

#### **D. ESCO/DC Participation:**

##### **1. Eligibility Criteria:**

To be eligible to participate in General Retail Access, an ESCO/DC must meet the requirements specified in the UBP Addendum.

##### **2. ESCO/DC Requirements:**

(a) ESCOs and DCs must sign and deliver to the Company an Operating Agreement.

(b) ESCOs must provide Home Energy Fair Practices Act (HEFPA) protections to residential customers, in compliance with the Commission's Order Relating to Implementation of Chapter 686 of the Laws of 2003 and Pro-Ration of Consolidated Bills, Case Nos. 99-M-0631 and 03-M-0017, issued June 20, 2003, together with the rules and regulations implementing the same, as the same may be revised, modified, amended, clarified, supplemented or superseded. Further information is available at the New York Public Service Commission's website (<http://www.dps.ny.gov>).

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. 127.10  
Revision: 3  
Superseding Revision: 1

**GENERAL INFORMATION**

**10. GENERAL RETAIL ACCESS (Cont'd)**

Reserved for Future Use

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## GENERAL INFORMATION

### 10. GENERAL RETAIL ACCESS (Cont'd)

#### D. ESCO/DC Participation (Cont'd)

##### 3. Creditworthiness Standards:

See UBP Addendum

- (a) **Applicability:**  
The creditworthiness rules in accordance with the UBP Addendum shall apply.
- (b) **Financial Information:**  
The Company may seek financial information from an ESCO/DC for the sole purpose of verifying financial information reported by Dunn & Bradstreet. The Company shall have the option to require an ESCO/DC to post security to cover the ESCO/DC's credit exposure in excess of the amount set forth in UBP Addendum Section 3.D.3.
- (c) **Credit Approval:**  
An ESCO/DC, upon written notification by the Company that it has failed to satisfy the credit requirements or, subsequently, while providing service to retail customers, it no longer satisfies the credit requirements, may still obtain or retain credit approval from the Company if it pays any outstanding balance due the Company for service rendered and elects to provide mutually agreeable security to the Company. An illustrative list of security instruments is provided in the Gas Transportation Operating Procedures Manual.
- (d) **Security/Prepayment:**  
If the ESCO/DC's credit standing ceases to meet the Company's credit requirements or if its financial exposure changes due to increased usage during the period of service, then the Company has the right to require security or prepayment. If the security is not tendered within five calendar days after the request, then the Company may initiate a process to discontinue the ESCO/DC.
- (e) **Deposit:**  
If the ESCO/DC subsequently satisfies the credit appraisal without the need for some or all of the security requirement, the Company shall return the appropriate portion of the ESCO/DC's advance deposit with accumulated interest.

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. 127.12  
Revision: 3  
Superseding Revision: 1

**GENERAL INFORMATION**

**10. GENERAL RETAIL ACCESS (Cont'd)**

Reserved for Future Use

ISSUED BY: James A. Lahtinen, Vice President Rates and Regulatory Economics, 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. 127.13  
Revision: 3  
Superseding Revision: 1

**GENERAL INFORMATION**

**10. GENERAL RETAIL ACCESS (Cont'd)**

Reserved for Future Use

ISSUED BY: James A. Lahtinen, Vice President Rates and Regulatory Economics, 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. 127.14  
Revision: 3  
Superseding Revision: 1

**GENERAL INFORMATION**

**10. GENERAL RETAIL ACCESS (Cont'd)**

Reserved for Future use

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**GENERAL INFORMATION**

**10. GENERAL RETAIL ACCESS (Cont'd)**

**D. ESCO/DC Participation (Cont'd)**

**4. Billing:**

**(a) Invoices:**

Invoices shall be issued to ESCOs/DCs monthly for Imbalances, customer data provided on request (over and above the information provided without charge), Special Meter Reading charges, adjustments to prior invoices, and other retail tariff services provided in accordance with this Schedule. Services requested directly by a Customer, that may also be charged to the Customer, shall be billed directly to the Customers unless the Customer's ESCOs requests that it be billed instead.

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. 127.16  
Revision: 3  
Superseding Revision: 1

**GENERAL INFORMATION**

**10. GENERAL RETAIL ACCESS (Cont'd)**

Reserved for Future Use

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

## GENERAL INFORMATION

### 10. GENERAL RETAIL ACCESS (Cont'd)

#### D. ESCO/DC Participation (Cont'd)

##### 5. Operational Issues:

###### (a) Forecasting:

For all Customer service points, the ESCO is responsible for forecasting the usage of those service points, in accordance with the provision of Rule 10.G.

###### (b) Scheduling of Deliveries:

- i. The ESCO is responsible for scheduling deliveries on the upstream pipelines directly serving the Company's citygates, in accordance with the procedures of those pipelines and the provisions of the applicable Service Classification and Rule 10.G of this tariff. The Factor of Adjustment used for balancing purposes to account for losses on the Company's system is the system wide Factor of Adjustment (FOA) described in General Information Rule 4.H.(5).
- ii. Effective January 1, 2018 and each subsequent 12-month period starting January 1<sup>st</sup> and thereafter, Retail Access customers shall be subject to a System Performance Adjustment (SPA) mechanism as described in General Information Section 4.H.5.(f).

###### (c) Balancing and Settlement:

Each of the ESCO's Customer service points shall be assigned a balancing option from Rule 10.G of this tariff, in accordance with the provisions of the applicable Service Classification. Balancing of ESCO deliveries with ESCO loads shall be accomplished as specified in provisions of the applicable balancing option. Charges for balancing and cashout of over-deliveries or under-deliveries shall be as specified in Rule 10.G.

## GENERAL INFORMATION

### 10. GENERAL RETAIL ACCESS (Cont'd)

#### **D. ESCO/DC Participation (Cont'd)**

##### **(d) Upstream Pipeline Capacity:**

The ESCO is responsible to meet the requirements for capacity on the upstream pipelines serving the Company's citygates, in accordance with the provisions of Rule 10.G.

##### **(e) Operation of the Distribution System:**

###### **(1) Company Responsibilities**

The Company shall be responsible for the operation and maintenance of its distribution system, including:

- i) Engineering, design and construction of the system;
- ii) Extension/expansion of the distribution system;
- iii) Connection of new customers to the system;
- iv) Confirmation of upstream pipeline nominations;
- v) Measurement of gas into the system;
- vi) Maintaining adequate pressures within the system;
- vii) Delivery of gas to service points;
- viii) Maintenance and repair of the system;
- ix) Emergency response and repairs;
- x) Disconnection and reconnection of customers;
- xi) Maintenance of curtailment plans;
- xii) Provision of balancing services as specified in Rule 10.G;
- xiii) Communication with ESCOs.

##### **(f) Operational Flow Orders:**

The Company reserves the right to issue an Operational Flow Order (OFO) requiring a change in the delivery of ESCO's gas at either or both of its citygates, at any time that, upon sole determination by the Company, such action is required to alleviate conditions which threaten the integrity of the Company's distribution system or any of the upstream pipelines serving such distribution system, e.g.:

- (i) Maintain system operations at the pressures required to provide efficient and reliable distribution system operation; or
- (ii) Ensure adequate supplies in the gas system to deliver on demand; or
- (iii) Maintain contractual balance with upstream pipelines serving the Company's service territory where an imbalance threatens the integrity of the Company's distribution system or any of the upstream pipelines serving such distribution system.

The issuance of an OFO shall be defined by the Company as either a Type I OFO or Type II OFO. A Type I OFO shall be issued when the Company's system or a particular citygate cannot tolerate an underdelivery of gas. A Type II OFO shall be issued when the Company's system or a particular citygate cannot tolerate an overdelivery of gas.

## GENERAL INFORMATION

### 10. GENERAL RETAIL ACCESS (Cont'd)

#### **D. ESCO/DC Participation (Cont'd)**

##### 5. Operational Issues (Cont'd)

###### **(f) Operational Flow Orders (Cont'd)**

An OFO shall be issued on a system-wide basis. An ESCO who has elected to take daily balancing service from the Company shall incur those daily settlement charges described in Rule 10.G. The ESCO shall also be responsible for the pro-rata share of any upstream pipeline penalty charges incurred by the Company resulting from ESCO activities and may be assessed a per Therm penalty. An ESCO may lose its right to serve Customers as a result of non-compliance.

###### **(g) Discontinuance or Curtailment of Gas Service**

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

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

In the event the Company reasonably foresees an inability to meet the firm daily requirements of core sales or transportation customers, the Company shall have the right to curtail or limit any customer's use of gas. Curtailments shall be limited in scope and duration as necessary to alleviate an emergency. To the extent possible, curtailments shall be localized. The Company shall not incur any liability for any cost, expense, loss or injury which may be sustained by reason of such curtailment or limitation, except as described in Rule 5.C.

In the event of a loss of supply due to force majeure circumstances including but not limited to major physical facility upstream failures beyond the control of the Company or the ESCOs (e.g. pipeline ruptures, widespread well freeze-offs, etc.), the Company shall endeavor to implement all curtailment plans in a non-discriminatory manner, without regard to which ESCO (or the Company) provides gas service to those customers which may be curtailed. Notwithstanding the above, the Company shall take any and all actions which, in its sole judgment, are required to maintain system integrity.

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

For the purpose of this Rule 10.D.(g); the term "commercial customers" shall include governmental and public authority customers. The term "core customers" is defined to include customers that lack alternatives. They take either (a) firm sales service, and lack installed equipment capable of burning fuels other than gas; or (b) firm transportation service. A non-residential customer is a person, corporation or other entity receiving service who is not a residential customer as defined in 16 NYCRR 11.

## **10. GENERAL RETAIL ACCESS (Continued)**

### **D. ESCO/DC Participation (Cont'd)** **5. Operational Issues (Cont'd)**

#### **(g) Discontinuance or Curtailment of Gas Service (Cont'd)**

##### **(2) Curtailment Notification Process**

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

##### **(3) Gas Requirements During a Curtailment**

During a period of curtailment, ESCOs and Direct Customers may be required to maintain city gate deliveries of gas at the direction of the Company, subject to qualified upstream force majeure interruptions or curtailment preventing the ability to secure and deliver such supplies. The Company may request the ESCO to deliver up to and including proven primary point capacity requirements. Such delivery requirements shall apply whether the ESCO's customer(s) is curtailed or not.

It shall be the Company's option to purchase curtailed supplies in excess of plant protection requirements. Supplies would be delivered by ESCOs at a mutually agreeable utility city gate or upstream point. The Company may divert gas at the city gate, from an ESCO or Direct Customer, to serve higher priority customers. In the event of a redirection of supplies under this provision, the ESCO or Direct Customer whose gas is diverted in such instances shall be compensated.

##### **(4) ESCO and Direct Customer Compliance**

ESCOs and Direct Customers are required to comply with the requirements of the curtailment. Failure of the Company to adhere to one or more of the curtailment criteria is not basis for non-compliance, but may provide the basis for a complaint to the Commission. If, during the curtailment period, the Company is aware of ESCOs or Direct Customers that are not responding to required actions, all reasonable efforts shall be made to inform the non-responding party. Lack of such notification shall not relieve any party of its obligations.

##### **(5) Penalties**

Any ESCO or Direct Customer who fails to comply with the Company's curtailment instructions may be charged a penalty which shall be the greater of: (a) \$2.50 per therm, or (b) three times the market price. The market price during a curtailment shall be the higher of the midpoint index prices plus maximum firm transportation charges (commodity plus fuel plus demand) to the Company's city gates. The relevant indices and specific calculations are established in the GTOP Manual.

##### **(6) Compensation for Diverted Gas**

Compensation for the diverted gas shall be set at the market price in effect during the time of the curtailment, unless it can be demonstrated with adequate support that a contract calls for a higher price. The market price during a curtailment is the higher of the Niagara midpoint index price plus maximum firm transportation charges (commodity plus fuel plus demand) to the Mendon city gate, or the Eastern Gas Transmission and Storage (EGTS) (formerly known as Dominion Transmission Incorporated (DTI)) Appalachia South Point midpoint index price plus maximum firm transportation charges (commodity plus fuel plus demand) to the Caledonia city gate. The Company shall recover compensation from customers via the Gas Supply Charge (GSC), subject to Commission review.

**10. GENERAL RETAIL ACCESS (Cont'd)**

**D. ESCO/DC Participation (Cont'd)**

**5. Operational Issues (Cont'd)**

**(g) Discontinuance of Curtailment of Gas Service (Cont'd)**

**(7) General Curtailment Procedures**

In the event of interruption or a force majeure curtailment situation due to a supply deficiency, the needs of core customers shall be met first, regardless of whether they are customers of the Company or an ESCO/Direct Customers. If the Company is unable to satisfy the full requirements of its customers and finds it necessary to curtail existing service due to a deficiency in its gas supply, the Company shall curtail service generally following the procedures set forth below.

In the event the Company is unable to satisfy the full requirements of its customers and finds it necessary to curtail existing service due to a deficiency in its gas supply, the Company shall curtail service generally following these procedures but shall adapt the response to conditions that exist at the time of the curtailment:

- (a) Reduce company-use gas to the extent possible by:
  - (i) Reducing usage of natural gas for electric generation;
  - (ii) Reducing the heating load at company facilities.
- (b) Dual-fuel requirements for customers with full facilities to burn an alternate fuel;
- (c) Other dual-fuel requirements (excluding plant protection);
- (d) Implement the New York Gas Group Standard Operating Procedure for the Pooling of Gas Supply and/or other mutual aid procedures if appropriate;
- (e) Issue public appeal for voluntary load reduction;
- (f) Request the County or Counties affected to declare a State of Emergency in order to close non-essential facilities;
- (g) Curtail large industrial and commercial transportation customers that have returned to sales service and the Company was unable to obtain a pipeline capacity contract to serve them to the minimum level required to maintain building protections.
- (h) Large industrial and commercial space heating, boiler fuel requirements, air conditioning, electric generation, and other non-process purposes where the base annual requirements for an individual piece of gas equipment are 12,000 Dth. or larger;
- (i) Process requirements for which there are technically feasible alternate fuels, and industrial and commercial requirements for space heating where the base annual requirements for an individual piece of equipment are 12,000 Dth. or larger;
- (j) Industrial and commercial space heating, boiler fuel requirements, air conditioning, electric generation, and other non-process purposes where the total base annual requirements are 12,000 Dth. or larger;

**10. GENERAL RETAIL ACCESS (Cont'd)**

**D. ESCO/DC Participation (Cont'd)**

**5. Operational Issues (Cont'd)**

**(g) Discontinuance of Curtailment of Gas Service (Cont'd)**

**(7) General Curtailment Procedures (Cont'd)**

- (k) Process requirements for which there are technically feasible alternative fuels, and industrial and commercial requirements for space heating (other than boiler fuel use), where the total base annual requirements are 12,000 Dth. or larger;
- (l) Industrial and commercial space heating boiler fuel requirements, air conditioning, electric generation, and other non-process purposes where the total base annual requirements are between 1,200 Dth. and 11,999 Dth., inclusive;
- (m) Process requirements for which there are technically feasible alternate fuels, and industrial and commercial requirements for space heating (other than boiler fuel use), where the total base annual requirements are between 1,200 Dth. and 11,999 Dth., inclusive;
- (n) Process and feedstock requirements for which there are no technically feasible alternative fuels, where the total base annual requirements are 1,200 Dth. or more;
- (o) Plant protection requirements for customers curtailed in Items h through n above;
- (p) Industrial and commercial requirements where combined total base annual requirements are less than 1,200 Dth.;
- (q) Residential requirements.

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. 127.20  
Revision: 3  
Superseding Revision: 1

**GENERAL INFORMATION**

**10. GENERAL RETAIL ACCESS (Cont'd)**

Reserved for Future Reference

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

## GENERAL INFORMATION

### **10. GENERAL RETAIL ACCESS (Cont'd)**

#### **D. ESCO/DC Participation (Cont'd)**

- 5. Operational Issues (Cont'd)
  - (g) Discontinuance or Curtailment of Gas Service (Cont'd)
    - (8) Restoration

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

#### (h) Emergency Services:

- (1) Customer Emergency Calls

In response to an Emergency Service Call, the ESCO shall communicate to Customers that they should utilize the Company's emergency phone number to contact the Company to report any emergency situations involving the gas distribution system. In the event the ESCO receives an Emergency Service Call, the ESCO shall transfer the Emergency Service Call automatically, 24 hours a day, to the Company's emergency phone number. Non-emergency calls must not be transferred.

**GENERAL INFORMATION**

**10. GENERAL RETAIL ACCESS (Cont'd)**

**D. ESCO/DC Participation (Cont'd)**

- 5. Operational Issues (Cont'd)
- (h) Emergency Services (Cont'd)

(1) Customer Emergency Calls (Cont'd)

The Company shall assess and correct a service problem involving the Company's facilities. If the problem does not involve the Company's facilities, the Company shall take all actions necessary to protect life and property. If a customer requests further repairs, the costs and expenses of such further repairs shall be the responsibility of the customer. If an ESCO requests further repairs, the costs and expenses of such further repairs shall be the responsibility of the ESCO.

(2) Restoration Efforts

The Company shall conduct restoration efforts in a non-discriminatory manner without regard to the ESCO affiliation of the affected Customer.

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

Leaf No. 127.23  
Revision: 3  
Superseding Revision: 1

**GENERAL INFORMATION**

**10. GENERAL RETAIL ACCESS (Cont'd)**

Reserved for Future Use

ISSUED BY: James A. Lahtinen, Vice President Rates and Regulatory Economics, 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-E-0285, dated June 15, 2016

Leaf No. 127.24  
Revision: 3  
Superseding Revision: 1

**GENERAL INFORMATION**

**10. GENERAL RETAIL ACCESS (Cont'd)**

Reserved for Future Use

ISSUED BY: James A. Lahtinen, Vice President Rates and Regulatory Economics, 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. 127.25  
Revision: 3  
Superseding Revision: 1

**GENERAL INFORMATION**

**10. GENERAL RETAIL ACCESS (Cont'd)**

Reserved for Future Use

ISSUED BY: James A. Lahtinen, Vice President Rates and Regulatory Economics, 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. 127.26  
Revision: 3  
Superseding Revision: 1

**GENERAL INFORMATION**

**10. GENERAL RETAIL ACCESS (Cont'd)**

Reserved for Future Use

ISSUED BY: James A. Lahtinen, Vice President Rates and Regulatory Economics, 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. 127.27  
Revision: 3  
Superseding Revision: 1

**GENERAL INFORMATION**

**10. GENERAL RETAIL ACCESS (Cont'd)**

Reserved for Future Use

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

## GENERAL INFORMATION

### 10. GENERAL RETAIL ACCESS (Cont'd)

#### **E. Force Majeure:**

The Company and the ESCO/DC shall use due diligence in performing their obligations under this Tariff. Neither party shall be liable to the other in damages for any act, omission, occurrence, failure or delay of performance, damage, loss, injury or expense caused by any act of God, strike, lockout, act of the public enemy, act of terror, insurrection, civil unrest, war, blockade, riot, epidemic, landslide, lightning, earthquake, fire, volcanic activity, storm, flood, washout, explosion, accidental damage to or destruction of transmission or distribution facilities, equipment or machinery, or the seizure or appropriation of facilities or electricity or gas by any governmental authority of competent jurisdiction or any other binding order of any court or public authority that the party has resisted by all reasonable legal means, or any other cause not reasonably within the control of the party asserting force majeure, and which such party is unable by the exercise of due diligence to avoid, prevent or overcome. A party's failure to avert or to settle a strike or other labor dispute shall not be deemed, within the meaning of this Rule, a matter reasonably within that party's control. Financial loss or other economic hardship shall in no event constitute force majeure hereunder.

Such causes or contingencies affecting the performance hereunder by the Company, the Marketer or the customer, however, shall not relieve either party of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve customer or their Marketer from its obligations to make payments of amounts then due hereunder.

## GENERAL INFORMATION

### 10. GENERAL RETAIL ACCESS (Cont'd)

#### **F. Consolidated Billing and Payment Processing**

##### **1. Description:**

Consolidated Billing and Payment Processing, consistent with the Commission's Order Establishing Uniform Retail Access Billing and Payment Processing Practices, Case Nos. 99-M-0631, issued May 18, 2001, as the same may be revised, modified, amended, clarified, supplemented or superseded, is provided by the Company. Further information is available at the PSC's website (<http://www.dps.ny.gov>). Company specific terms and conditions regarding Consolidated Billing and Payment Processing are detailed in the Billing Services Agreement and Gas Transportation Operating Procedures Manual.

##### **2. Customer Eligibility:**

Customers taking service under this Schedule, Service Classification Nos. 3, 4, 5, or 10, and not on summary billing, may elect a Consolidated Billing and Payment Processing option, consistent with the above-referenced PSC Order. Customers whose accounts are on summary billing must elect the dual billing option, as described in Rule.10.C.6.

##### **3. Bill Issuance Charge:**

A Customer electing Consolidated Billing and Payment Processing pursuant to this Section shall not be billed the Bill Issuance Charge for the electric and/or gas service for which Consolidated Billing and Payment Processing has been elected. All other customers receiving electric, gas, or combination service shall be billed one Bill Issuance Charge per bill.

##### **4. Bill Processing Charges:**

ESCOs shall be assessed a bill processing charge of \$0.99 per bill for a Company rendered consolidated bill for those customers with electric-only or gas-only service. ESCOs shall be assessed a bill processing charge of \$0.50 for electric service provided and \$0.49 for gas service provided per bill for a Company rendered consolidated bill for those customers with a combination of electric and gas service.

##### **5. Purchase of ESCO Accounts Receivable Program (POR):**

- (a) ESCOs that elect the Company's consolidated billing option for all or a portion of their customers shall be required to sell their accounts receivable for such customers to the Company under the terms of the POR. ESCOs continue to have the right to issue their own bill using dual billing for all or a portion of their customers. Such ESCOs shall be precluded from participating in the POR for customers receiving dual billing.
- (b) The POR obviates the need for the Company to prorate partial customer payments among ESCOs that are participating in the POR.

##### **6. Account Separation Fee**

In accordance with Section 9.C.4 of the UBP addendum to this schedule, an ESCO desiring to issue the Consolidated Bill for a customer with a Combination Account may request the Company to establish a separate account for the electric or gas service to be supplied by the ESCO. A fee of \$5.00 shall be charged to the ESCO requesting establishment of a separate electric or gas account.

**GENERAL INFORMATION**  
**10. GENERAL RETAIL ACCESS (Cont'd)**

**G. Gas Balancing Service**

**Applicable To Use Of Service For**

Balancing of gas delivered by an ESCO for its Customer service points, or by a Direct Customer for its own service point(s), on the Company's gas distribution system for which the ESCO is taking delivery service under the applicable Service Classification of this tariff. Service is limited to any ESCO which:

- a) Satisfies the credit and security requirements in Rule 10.D.3(c) and (d) and
- b) Agrees to the Customer responsibility requirements listed in the applicable service classification and in this tariff

**Character Of Service**

Dynamically matching the amount of gas delivered to the Company's distribution system by the ESCO with the amount of gas being used by the service points in the ESCO's Balance Control Account, within the parameters set forth in this Rule 10.G.

**Customer Responsibility**

Under this Schedule, the ESCO is responsible for planning a gas supply sufficient for the needs of the service points in its Balance Control Account and for delivering gas to the Company's system, and for meeting the requirements of all other provisions of this Rule 10.G. The ESCO is responsible for payment to the Company all charges associated with the applicable service classification and in this tariff, including all daily and monthly cashout amounts, surcharges, penalties and applicable taxes.

**Establishment of Maximum Daily Transportation Quantity (MDTQ)**

A Maximum Daily Transport Quantity (MDTQ) shall be established for each daily metered transportation customer. Each Annual Review shall be based on data collected through August 31 of the year in which the review is conducted. The Annual Review shall establish MDTQs that shall be effective on the following November 1.

MDTQs established during a review may be adjusted between reviews. In the event a Customer exceeds its MDTQ, the MDTQ shall be reset at the higher level at the start of the next billing cycle and remain at that level unless and until changed during the next Annual Review. In the event a customer has a 10% or greater reduction in demand that it can demonstrate shall continue for a period greater than 12 months, the Customer or its then-current ESCO may request a review of the MDTQ prior to the next Annual Review. If such review results in a modification to the MDTQ, the MDTQ shall be reset to reflect that modification at the start of the next billing cycle and remain at that level unless and until changed during the next Annual Review.

**Balance Control Account**

The Customer service points of an ESCO taking delivery service under the applicable Service Classification of this tariff shall be assigned to a Balance Control Account for balancing service. A separate Balance Control Account shall be established for each type of balancing service elected by the ESCO for its Customer service points.

**Designation Of Third Party Agent**

An ESCO may designate a third party to act as agent for the ESCO for the purposes of carrying out any of the required functions required by this Schedule. The ESCO remains financially responsible for all rates and charges of this Rule 10.G.

**Capacity Requirements**

The ESCO is responsible for planning a gas supply sufficient for the needs of the service points in its Balance Control Account and for the transportation capacity required to deliver it to the Company's system.

ESCOs serving Customers under Service Classification No. 3 without alternate fuel capability, as described below, and are not Human Needs customers, shall be required to demonstrate to the Company that they have contracted for a sufficient amount of firm, non-recallable, primary delivery point capacity to the Company's citygate, during the months of November through March, to meet the peak day needs of those Customers, or have notified its Customers and the Company, in writing, that the Customers may be subject to interruption. These requirements also apply to Service Classification No. 7 customers' whose annual use is greater than or equal to 35,000 therms.

**GENERAL INFORMATION**

**10. GENERAL RETAIL ACCESS (Cont'd)**

G. Gas Balancing Service (Cont'd)

ESCOs serving Customers under Service Classification No. 3 without alternate fuel capability and are Human Needs shall receive a release of primary point capacity from the Company to serve their customers peak day needs unless the ESCO has grandfathered capacity, as described below.

Any ESCO currently using its own capacity to meet primary point capacity requirements for Human Needs customers shall be allowed to continue to do so based on the highest customer load for the September 1 through November 1, 2007 transition period.

- ESCO's with Grandfathered Capacity shall be required to demonstrate to the Company that they have contracted for a sufficient amount of firm, non-recallable, primary delivery point capacity to the Company's citygate, during the months of November through March, to meet the peak day needs of those Customers.
- The volumetric level of grandfathered primary point deliverability shall be reviewed annually beginning April 1, 2009 to adjust for any reductions in the level of customer load served by the ESCO in the past 13 months. If the highest volumetric level of grandfathered primary point deliverability during the 13 month time period has dropped by 500 Dth from the then current level of Grandfathered Capacity, the level of Grandfathered Capacity for the ESCO shall be reduced to reflect the volumetric level identified during the annual review. The level of grandfathered primary point deliverability shall not be increased unless the ESCO purchases the entire book of customers from another ESCO as described.
- An ESCO using its own capacity to meet some or all of its customer's requirements may pass those grandfather rights on as a package only when it sells its entire customer book to another ESCO.
- Firm primary point capacity that is released by the Company to an ESCO shall be released on a monthly basis.
- Grandfathered ESCO-supplied capacity can be held for the five winter months but shall have a firm primary point delivery.

Customers served under Service Classification No. 3 with alternate fuel capability, shall be required to demonstrate to the Company that they have alternate fuel capability to meet their peak day needs. Such alternate fuel capability shall be capable of handling an extended outage for a period of at least five days; and it shall be the Customer's responsibility to provide annual proof or certification that the equipment has been tested. These requirements also apply to Service Classification No. 7 customers whose annual use is greater than or equal to 35,000 therms.

ESCOs serving Customers under Service Classification No. 5 or Service Classification No. 7 whose annual use is less than 35,000 therms or Service Classification No. 9, of this tariff shall receive a capacity release from the Company for firm primary delivery point capacity to the Company's citygate to meet the winter season design day needs of those Customers as adjusted for reliability capacity requirements (as specified in General Information Rule 4.H.(13) of this Schedule).

## GENERAL INFORMATION

### 10. GENERAL RETAIL ACCESS (Cont'd)

#### G. Gas Balancing Service (Cont'd)

##### **Delivery Point Requirements**

The ESCO must deliver an amount of gas on each of the two upstream pipelines serving the Company's transmission and distribution system that is within the constraints established for ensuring reliable operation of that transmission and distribution system. The Company shall provide its total system forecasted load, the weather forecast data used to determine that load, and the system constraints for the forecasted load level for each gas day, in accordance with the Gas Transportation Operating Procedures manual. If the Company determines an ESCO's nomination to its city gate does not meet the Company's system constraints based on the Company's forecasted load for the ESCO's pool usage the Company shall notify the ESCO and request the ESCO to change its nomination. The Company reserves the right to require a change in the delivery of ESCO's gas at any of its citygates, at any time, upon its sole determination that such action is required to ensure system reliability and to satisfy all system constraints.

##### **Resource Delivery Schedule**

The ESCO shall schedule deliveries of gas on the pipelines directly serving the Company's distribution system in accordance with the procedures of those pipelines. The quantity scheduled shall equal the amount that the ESCO is required to deliver based on the balancing option applicable to its Balance Control Account, plus Company system losses (see Rule 10.D.5(b)). The Company shall confirm deliveries with pipelines in accordance with pipeline operating procedures and NAESB Standards. For each pipeline on which the ESCO has scheduled deliveries, the ESCO shall provide the following information to the Company electronically so that deliveries can be confirmed with the pipelines:

- (i) The ESCO's Balance Control number;
- (ii) The name of the pipeline;
- (iii) The pipeline contract number;
- (iv) The delivery point;
- (v) The delivery volume; and
- (vi) The effective date of the delivery

The above information shall be provided no later than 12:30 p.m. Eastern Time on the business day prior to the day of delivery.

##### **Title To Gas Delivered**

The ESCO warrants that it shall have good title to all natural gas delivered to the Company for transportation hereunder, and that such gas shall be free and clear of all liens, encumbrances and claims whatsoever, and that it shall indemnify the Company and its directors, officers, employees, agents and representatives, and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to said gas.

##### **Type Of Balancing Service**

Each ESCO serving Customers under applicable Service Classification of this tariff shall select or change the balancing service for each of its Customers prior to each storage year (April 1 – March 31). The ESCO shall notify the Company in writing of such selections and changes by March 15. If the ESCO elects not to change their balancing service, there is no need to contact the Company. The Company shall cause the selection or change to take effect on April 1. The following balancing services shall be offered.

## GENERAL INFORMATION

### 10. GENERAL RETAIL ACCESS (Cont'd)

#### G. Gas Balancing Service (Cont'd)

##### (1) S.C. No. 3 or S.C. 7 (annual use greater than or equal to 35,000 therms) Daily Balancing Service

S.C. No. 3 or S.C. No. 7 Daily Balancing Service is a process wherein the Company accommodates the difference, on a daily basis, between the actual usage of the ESCO's S.C. No. 3 Customer service points, grossed up for losses, and the quantity of gas delivered by the ESCO to the Company's system for such service points. This difference may be either positive or negative. The Company shall cash-out to the initial dead bands on a day-to-day basis such that only imbalances greater than +/- 5% would be cashed out and only back to the 5% level on a daily basis. At the end of month, the daily imbalances, both positive and negative, would be cashed out to the 0% level. Such daily cash-outs shall be summed up and charged or credited to the ESCO on a monthly basis. It is the ESCO's responsibility to nominate, on a daily basis, those volumes that it expects its Customer service points to consume, utilizing the daily meter read data for those service points, provided by the Company.

(a) Daily Cash-Out Calculation - At the end of the Day the Pooling Area Imbalance shall be calculated.

- (i) If the absolute value of the Pooling Area Imbalance is less than 5%, each ESCO shall be cashed-out according to the first 5% tier under 10.G(1)(b)(iii)(A) and 10.G(1)(b)(iii)(B) of this Schedule.
- (ii) If the absolute value of the Pooling Area Imbalance is greater than 5%, and the absolute value of the ESCO Pool Imbalance is less than 5%, then no cash-out shall apply.
- (iii) If both the absolute value of the Pooling Area Imbalance and the absolute value of the ESCO Pool Imbalance is greater than 5%, that ESCO shall be cashed-out to the 5% level according to 10.G(1)(b)(iii)(A) and 10.G(1)(b)(iii)(B) of this Schedule.
- (iv) End of Month Imbalance: At the end of the month, all pools shall be cashed out to a 0% imbalance at the average of the daily prices for the month according to the first 5% tier of 10.G.A(1)(b)(iii)(A) and 10.G(1)(b)(iii)(B) of this Schedule.

## GENERAL INFORMATION

### **10. GENERAL RETAIL ACCESS (Cont'd)**

#### **G. Gas Balancing Service (Cont'd)**

##### **(1) S.C. No. 3 or S.C. 7 (annual use greater than or equal to 35,000 therms) Daily Balancing Service (Cont'd)**

##### **(b) S.C. No. 3 or S.C. No. 7 Daily Balancing Service consists of the following factors:**

###### **(i) Daily Meter Read Data**

Customer service points must have daily meter reading devices installed to provide daily meter reads. Daily meter read data for each Customer Service point shall be made available by 2:00 p.m. Eastern Time for the previous day's usage. The Company shall accommodate potential errors of accuracy and omission by working with ESCOs to preclude any scheduling anomalies and in adjusting any cash outs or penalties that can be directly attributed to such meter errors. In the event of meter recording device or communications failure, ESCOs and their Customers shall be responsible for providing meter reads directly to the Company by no later than 10:00 a.m. on business days. On any business day that the ESCO or Customer fails to provide timely meter reads, the Company shall charge a special meter read fee per service point in accordance with the Special Services Statement of this tariff. The ESCO or Customer may, but is not obligated to, provide a meter read on weekends and holidays. When no meter read is provided, the Company shall estimate the usage for those days. Unless otherwise agreed to by both parties, in the event the problem continues for more than 30 days, the Company has the right to either correct the problem at the ESCO's and their Customer's expense or discontinue service under Service Classification No. 3 or Service Classification No. 7 and the meter recording device shall be removed.

###### **(ii) Amount of Gas to be Delivered**

###### **(A) Daily Delivered**

The ESCO is expected to achieve a balance between its deliveries and the consumption at the service points within its Balance Control Account on a daily basis. The ESCO shall determine the amount of gas to be delivered to the Company's citygate. On a daily basis, the imbalance between the total metered amount of gas used by the Customers in the ESCO's Balance Control Account multiplied by the factor of adjustment as stated in Rule 10.D.5(b), and the total amount delivered to the Company's citygates for the ESCO's Balance Control Account shall be subject to a daily cashout according to the applicable provisions of Section (iii) - Daily Cashout or Section (iv) - Daily Cashout Under Operational Flow Order (OFO) Conditions, of this Rule 10.G, below.

###### **(B) Upstream Pipeline Cost Overrun**

The Company shall have the right to collect from ESCOs incremental upstream pipeline costs incurred, beyond the 5% balancing threshold upon demonstration by the Company.

###### **(iii) Daily Cashout**

###### **(A) Daily Deficiency Imbalances:**

For daily deficiency imbalances, the ESCO shall pay the Company for the applicable deficiency amount as follows, based on the applicable daily price index as established in the GTOP manual:

###### **Imbalance Level**

###### **Rate per Therm of Imbalance**

First 5%

The midpoint index price plus variable transportation charges to the Company's citygates. The relevant indices and specific calculations are established in the Company's GTOP Manual.

**GENERAL INFORMATION**  
**10. GENERAL RETAIL ACCESS (Cont'd)**

**G. Gas Balancing Service (Cont'd)**

**(1) S.C. No. 3 or S.C. 7 (annual use greater than or equal to 35,000 therms) Daily Balancing Service: (Cont'd)**

**(b) S.C. No. 3 or S.C. No. 7 Daily Balancing Service Consists of the following factors: (Cont'd)**

**(iii) Daily Cashout: (Cont'd)**

**(A) Daily Deficiency Imbalances: (Cont'd)**

Greater than 5% to 10%	105% of the midpoint index price plus maximum firm transportation charges (commodity plus fuel plus demand) to the Company's citygates. The relevant indices and specific calculations are established in the Company's GTOP Manual. In addition, the ESCO shall pay the Company a pro-rata share of any upstream pipeline-imposed penalties that the Company may incur as a result of the deficiency imbalance.
Greater than 10% to 15%	110% of the midpoint index price plus maximum firm transportation charges (commodity plus fuel plus demand) to the Company's citygates. The relevant indices and specific calculations are established in the Company's GTOP Manual. In addition, the ESCO shall pay the Company a pro-rata share of any upstream pipeline-imposed penalties that the Company may incur as a result of the deficiency imbalance.
Greater than 15% to 20%	120% of the midpoint index price plus maximum firm transportation charges (commodity plus fuel plus demand) to the Company's citygates. The relevant indices and specific calculations are established in the Company's GTOP Manual. In addition, the ESCO shall pay the Company a pro-rata share of any upstream pipeline-imposed penalties that the Company may incur as a result of the deficiency imbalance.
Greater than 20%	150% of the midpoint index price plus maximum firm transportation charges (commodity plus fuel plus demand) to the Company's citygates. The relevant indices and specific calculations are established in the Company's GTOP Manual. In addition, the ESCO shall pay the Company a pro-rata share of any upstream pipeline-imposed penalties that the Company may incur as a result of the deficiency imbalance.

**(B) Daily Surplus Imbalances:**

For daily surplus imbalances, the Company shall pay the ESCO for the applicable surplus amount as follows, based on the applicable daily price index as established in the GTOP manual:

<b><u>Imbalance Level</u></b>	<b><u>Rate per Therm of Imbalance</u></b>
First 5%	The midpoint index price plus variable transportation charges (commodity plus fuel) to the Company's citygates. The relevant indices and specific calculations are established in the Company's GTOP Manual.
Greater than 5% to 10%	95% of the midpoint index price plus variable transportation charges (commodity plus fuel) to the Company's citygates. The relevant indices and specific calculations are established in the Company's GTOP Manual. In addition, the ESCO shall pay the Company a pro-rata share of any upstream pipeline-imposed penalties that the Company may incur as a result of the surplus imbalance.
Greater than 10% to 15%	90% of the midpoint index price plus variable transportation charges (commodity plus fuel) to the Company's citygates. The relevant indices and specific calculations are established in the GTOP Manual. In addition, the ESCO shall pay the Company a pro-rata share of any upstream pipeline-imposed penalties that the Company may incur as a result of the surplus imbalance.

**GENERAL INFORMATION**

**10. GENERAL RETAIL ACCESS (Cont'd)**

**G. Gas Balancing Service (Cont'd)**

**(1) S.C. No. 3 or S.C. 7 (annual use greater than or equal to 35,000 therms) Daily Balancing Service (Cont'd)**

**(b) S.C. No. 3 or S.C. No. 7 Daily Balancing Service Consists of the following factors: (Cont'd)**

**(iii) Daily Cashout (Cont'd)**

**(B) Daily Surplus Imbalances:**

Greater than 15% to 20%      80% of the midpoint index price plus variable transportation charges (commodity plus fuel) to the Company's citygates. The relevant indices and specific calculations are established in the Company's GTOPI Manual. In addition, the ESCO shall pay the Company a pro-rata share of any upstream pipeline-imposed penalties that the Company may incur as a result of the surplus imbalance.

Greater than 20%              50% of the midpoint index prices plus variable transportation charges (commodity plus fuel) to the Company's citygates. The relevant indices and specific calculations are established in the GTOPI Manual. In addition, the ESCO shall pay the Company a pro-rata share of any upstream pipeline-imposed penalties that the Company may incur as a result of the surplus imbalance.

**(iv) Daily Cash-out Under Operational Flow Order (OFO) Conditions**

**(A) Daily Imbalances during a Type I OFO:**

During an OFO, the Daily Cash-Out Calculation as set forth in Section 10.G(1)(a), shall be suspended, and each ESCO's imbalance shall be cashed-out according to 10.G(1)(b)(iii).

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. 127.34.1  
Revision: 3  
Superseding Revision: 1

**GENERAL INFORMATION**

**10. GENERAL RETAIL ACCESS (Cont'd)**

Reserved for Future Use

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

**GENERAL INFORMATION**

**10. GENERAL RETAIL ACCESS (Cont'd)**

**G. Gas Balancing Service (Cont'd)**

**(1) S.C. No. 3 or S.C. 7 (annual use greater than or equal to 35,000 therms) Daily Balancing Service (Cont'd)**

**(b) S.C. No. 3 or S.C. No. 7 Daily Balancing Service Consists of the following factors: (Cont'd)**

**(iv) Daily Cashout Under Operational Flow Order (OFO) Conditions (Cont'd)**

**(B) Daily Surplus Imbalances during a Type II OFO:**

During an OFO, the Daily Cash-Out Calculation as set forth in Section 10.G.1(a), shall be suspended, and each ESCO's imbalance shall be cashed-out according to 10.G.1(b)(iii).

**10. GENERAL RETAIL ACCESS (Cont'd)**

**G. Gas Balancing Service (Cont'd)**

**(1) S.C. No. 3 or S.C. 7 (annual use greater than or equal to 35,000 therms) Daily Balancing Service (Cont'd)**

**(b) S.C. No. 3 or S.C. No. 7 Daily Balancing Service Consists of the following factors:**

**(v) Balancing Charge**

The ESCO shall be charged a balancing charge for each therm of gas delivered to the service points in its Balance Control Account. The balancing charge shall consist of a charge to cover the Company's costs for FTNNGSS deliverability, GSS deliverability, GSS capacity, FTNN capacity, and administrative costs. The balancing charge shall be calculated each month as follows:

## GENERAL INFORMATION

### 10. GENERAL RETAIL ACCESS (Cont'd)

#### G. Gas Balancing Service (Cont'd)

(1) S.C. No. 3 or S.C. 7 (annual use greater than or equal to 35,000 therms) Daily Balancing Service: (Cont'd)

(b) S.C. No. 3 or S.C. No. 7 Daily Balancing Service Consists of the following factors: (Cont'd)

(v) **Balancing Charge: (Cont'd)**

(A) The FTNNGSS deliverability portion of the balancing charge is calculated by:

$$BC_{FTNNGSS} = (T_{DDAY} * B_{TOL} * R_{FTNNGSS}) / T_{ANNUAL}$$

Where:

$BC_{FTNNGSS}$  = the FTNNGSS portion of the balancing charge.

$T_{DDAY}$  = the design day throughput in DT for all Customer service points which are being served under Service Classification No. 3 and are included in a Daily Balancing Balance Control Account.

$B_{TOL}$  = the tolerance band for Daily Balancing Service.

$R_{FTNNGSS}$  = the annualized EGTS FTNNGSS I reservation charge per DT.

$T_{ANNUAL}$  = the total forecasted annual throughput for all Customer service points which are being served under Service Classification No. 3 and Service Classification No. 7 and are included in a Daily Balancing Balance Control Account.

(B) The GSS deliverability portion of the balancing charge is calculated by:

$$BC_{GSSDEL} = (T_{DDAY} * B_{TOL} * R_{GSSDEL}) / T_{ANNUAL}$$

Where:

$BC_{GSSDEL}$  = the GSS deliverability portion of the balancing charge.

$T_{DDAY}$  = the design day throughput in DT for all Customer service points which are being served under Service Classification No. 3 and are included in a Daily Balancing Balance Control Account.

$B_{TOL}$  = the tolerance band for Daily Balancing Service.

$R_{GSSDEL}$  = the annualized EGTS GSS deliverability reservation charge per DT.

$T_{ANNUAL}$  = the total forecasted annual throughput for all Customer service points which are being served under Service Classification No. 3 and Service Classification No. 7 and are included in a Daily Balancing Balance Control Account.

(C) The GSS capacity portion of the balancing charge is calculated by:

$$BC_{GSSCAP} = (T_{DDAY} * B_{TOL} * N_{WDR} * R_{GSSCAP}) / T_{ANNUAL}$$

Where:

$BC_{GSSCAP}$  = the GSS capacity portion of the balancing charge.

$T_{DDAY}$  = the design day throughput in DT for all Customer service points which are being served under Service Classification No. 3 and are included in a Daily Balancing Balance Control Account.

$B_{TOL}$  = the tolerance band for Daily Balancing Service.

$N_{WDR}$  = the number of days of withdrawal at maximum withdrawal rate contracted for under the GSS service.

$R_{GSSCAP}$  = the annualized EGTS GSS capacity reservation charge per DT.

$T_{ANNUAL}$  = the total forecasted annual throughput for all Customer service points which are being served under Service Classification No. 3 and Service Classification No. 7 and are included in a Daily Balancing Balance Control Account.

## GENERAL INFORMATION

### 10. GENERAL RETAIL ACCESS (Cont'd)

#### G. Gas Balancing Service (Cont'd)

(1) S.C. No. 3 or S.C. 7 (annual use greater than or equal to 35,000 therms) Daily Balancing Service: (Cont'd)

(b) S.C. No. 3 or S.C. No. 7 Daily Balancing Service Consists of the following factors: (Cont'd)

(v) Balancing Charge: (Cont'd)

(D) The FTNN capacity portion of the balancing charge is calculated by:

$$BC_{FTNNCAP} = ((T_{DDAY} * B_{TOL} * N_{WDR}) / N_{INJ}) * R_{FTNNCAP} / T_{ANNUAL}$$

Where:

$BC_{FTNNCAP}$  = the FTNN capacity portion of the balancing charge.

$T_{DDAY}$  = the design day throughput in DT for all Customer service points which are being served under Service Classification No. 3 and are included in a Daily Balancing Balance Control Account.

$B_{TOL}$  = the tolerance band for Daily Balancing Service.

$N_{WDR}$  = the number of days of withdrawal at maximum withdrawal rate contracted for under the GSS service.

$N_{INJ}$  = the number of days of full injection allowed under the GSS service contract.

$R_{FTNNCAP}$  = the annualized EGTS FTNN capacity reservation charge per DT.

$T_{ANNUAL}$  = the total forecasted annual throughput for all Customer service points which are being served under Service Classification No. 3 or Service Classification No. 7 and are included in a Daily Balancing Balance Control Account.

(E) The administrative portion of the balancing charge is calculated by:

$$BC_{ADMIN} = C_{ADMIN} / T_{ANNUAL}$$

Where:

$BC_{ADMIN}$  = the administrative portion of the balancing charge.

$C_{ADMIN}$  = the total annual administrative costs to be recovered.

$T_{ANNUAL}$  = the total forecasted annual throughput for all Customer service points which are being served under Service Classification No. 3 or Service Classification No. 7 and are included in a CSC Enhanced Daily Balancing Balance Control Account, and all Customer service points served under Service Classification No. 5, and all service points served under Service Classification No. 7 whose annual use is less than 35,000 therms.

(F) The total balancing charge per DT is:

$$BC_{FTNNGSS} + BC_{GSSDEL} + BC_{GSSCAP} + BC_{FTNNCAP} + BC_{ADMIN}$$

The balancing charge for Daily Balancing Service shall be published each month on the Large General Service Transportation Rate Adjustment Statement.

## GENERAL INFORMATION

### 10. GENERAL RETAIL ACCESS (Cont'd)

#### G. Gas Balancing Service (Cont'd)

**(2) S.C. No. 3, S.C. No. 7, S.C. No., 10 (annual use greater than or equal to 35,000 therms), and S.C. No. 10 (annual use greater than or equal to 35,000 therms), CSC Enhanced Daily Balancing Service**

S.C. No. 3, S.C. No. 7, S.C. No. 10, and S.C. No. 16 CSC Enhanced Daily Balancing Service is a process wherein the ESCO accommodates the difference, on a daily basis, between the actual usage of the ESCO's S.C. No. 3, S.C. No. 7, S.C. No. 10, or S.C. No. 16 Customer service points and the net quantity of gas delivered on a scheduled basis by the ESCO to the Company's system for such service points, using its No-Notice Storage assets held on the Eastern Gas Transmission and Storage (EGTS) system. This difference may be either positive or negative. It is the ESCO's responsibility to nominate, on a daily basis, those volumes that it expects its Customer service points to consume, utilizing the daily meter read data for those service points, provided by the Company and to accurately nominate their gas to ensure that their deliveries and actual pool usage shall be within the Company's system constraints. This service operates in conjunction with the Delivery Point Operator (DPO) service and the Citygate Swing Customer (CSC) service offered under the Eastern Gas Transmission and Storage (EGTS) rate schedules DPO and CSC, respectively.

On a daily basis, the Company calculates a CSC measurement for each ESCO, as follows:

$C = P - E$ , where

C = CSC measurement in Dt,

P = ESCO's actual pool usage in Dt, and

E = ESCO's Empire Pipeline nomination in Dt

In the event that an ESCO's CSC Measurement is negative (i.e., ESCO delivers more gas on the Empire System than their actual pool usage), all gas associated with the negative CSC measurement shall be cashed out at the lesser of A or B below:

**A.** Cash out \$ =  $[NC * (DO_L + TC_{VF} + E_{VF})] - [EGTS_O * NC]$  where  
NC = negative CSC measurement in Dt,  
DO<sub>L</sub> = Dawn, Ontario absolute low index price per Dt,  
TC<sub>VF</sub> = TransCanada Pipeline variable and fuel charges per Dt,  
E<sub>VF</sub> = Empire Pipeline variable and fuel charges per Dt, and  
EGTS<sub>O</sub> = prevailing EGTS tariff rate per Dt allowable over injection charge if the Company incurs a penalty from EGTS for over injection into its storage account

**B.** Cash out \$ =  $[NC * (EGTS_S + EGTS_{VF})] - [EGTS_O * NC]$ , where  
NC = negative CSC measurement in Dt,  
EGTS<sub>L</sub> = EGTS South point absolute low index price per Dt,  
EGTS<sub>VF</sub> = EGTS Pipeline variable and fuel charges per Dt, and  
EGTS<sub>O</sub> = prevailing EGTS tariff rate per Dt allowable over injection charge if the Company incurs a penalty from EGTS for over injection into its storage account

## GENERAL INFORMATION

### 10. GENERAL RETAIL ACCESS (Cont'd)

#### G. Gas Balancing Service (Cont'd)

(2) **S.C. No. 3, S.C. No. 7, S.C. No. 10 (annual use greater than or equal to 35,000 therms) and S.C. No. 16 (annual use greater than or equal to 35,000 therms) CSC Enhanced Daily Balancing Service (Cont'd)**

(a) S.C. No. 3, S.C. No. 7, S.C. No. 10, and S.C. No. 16 CSC Enhanced Daily Balancing Service consists of the following factors:

(i) **Delivery Point Operator**

The Company must apply to, and be accepted by, EGTS for service under EGTS's FERC rate schedule DPO and act as the Delivery Point Operator. The Company shall have all of the rights under and be responsible for meeting all requirements of that schedule.

(ii) **Citygate Swing Customer**

The ESCO must apply to, and be accepted by, EGTS for service under rate schedule CSC. The ESCO shall be responsible for meeting all requirements of that schedule. Upon notification by EGTS that CSC service to the ESCO has been suspended or terminated, the ESCO shall be immediately transferred to Daily Balancing Service until such time as the ESCO's eligibility for CSC service from EGTS is restored. The ESCO shall be responsible to pay the Company any costs incurred by the Company as a result of the ESCO's failure to maintain service under EGTS's rate schedule CSC.

(iii) **Storage Asset Requirements**

The ESCO must maintain sufficient EGTS No-Notice Storage and associated transportation capacity entitlements under the CSC service to cover the imbalance between the amount of gas nominated and delivered to the Company's city gates on a scheduled basis, and the metered consumption at the service points in its Balance Control Account multiplied by the factor of adjustment as stated in Rule 10.D.5(b), on a daily basis. The Company, the ESCO and EGTS shall collaborate to establish the level of assets required.

(iv) **Release of Storage Assets**

The Company shall release to the ESCO in a prearranged storage release transaction at maximum rates, an amount of storage and associated transportation capacity entitlements on the EGTS system, in accordance with Capacity Release program detailed in Service Classification Nos. 3 and 7, and in accordance with the Capacity Release program as described above. This storage capacity shall be released on a recallable basis, and shall be recalled as necessary to ensure that all marketers and the Company have the proper amount of storage to meet peak day requirements. Storage and associated transportation capacity shall be released month to month.

**GENERAL INFORMATION**  
**10. GENERAL RETAIL ACCESS - (Cont'd)**

**G. Gas Balancing Service (Cont'd)**

**(2) S.C. No. 3, S.C. No. 7, S.C. No. 10 (annual use greater than or equal to 35,000 therms), and S.C. No. 16 (annual use greater than or equal to 35,000 therms) CSC Enhanced Daily Balancing Service (Cont'd)**

**(v) Amount of Gas to be Delivered**

The ESCO is expected to achieve a balance between its deliveries and the consumption at the service points within its Balance Control Account on a daily basis. The ESCO shall determine the amount of gas to be delivered to the Company's citygate. On a daily basis, the imbalance between the amount of gas nominated and delivered to the Company's citygates on a scheduled basis, and the metered consumption at the service points within the ESCO's Balance Control Account multiplied by the factor of adjustment stated in Rule 10.D.5(b), must be within the ESCO's entitlements under its CSC service contract with EGTS. Gas delivered to the Company gas distribution system must maintain a balance between the amount of gas delivered to the system on each of the pipelines feeding the Company's distribution system as stated in the Company's GTOP manual. The ESCO shall report to the Company its projected storage withdrawal or injection for each day, along with its flowing gas nominations. Such projected storage withdrawal or injection amount plus the flowing gas amount must equal the ESCO's projected load for that day.

**(vi) Daily Meter Read Data**

Customer service points must have daily meter reading devices installed to provide daily meter reads. Daily meter read data for each Customer Service point shall be made available by 2:00 p.m. Eastern Time for the previous day's usage. The Company shall accommodate potential errors of accuracy and omission by working with ESCOs to preclude any scheduling anomalies and in adjusting any cash outs or penalties that can be directly attributed to such meter errors. In the event of meter recording device or communications failure, ESCOs and their Customers shall be responsible for providing meter reads directly to the Company by no later than 10:00 a.m. on business days. On any business day that the ESCO or Customer fails to provide timely meter reads, the Company shall charge a special meter read fee per service point in accordance with the Special Services Statement of this tariff. The ESCO or Customer may, but is not obligated to, provide a meter read on weekends and holidays. When no meter read is provided, the Company shall estimate the usage for those days. Unless otherwise agreed to by both parties, in the event the problem continues for more than 30 days, the Company has the right to either correct the problem at the ESCO's and their Customer's expense or discontinue service under Service Classification No. 3, Service Classification No. 7, Service Classification No. 10, or Service Classification No. 16 and the meter recording device shall be removed.

**(vii) Reporting of Daily Usage Data**

By 5:00 p.m. Eastern Time after the close of each gas day, the Company shall report to EGTS and the ESCO the total amount of gas received at the Company's system by the ESCO from EGTS in that day. This amount shall be the total metered amount of gas used by the ESCO's Balance Control Account, plus losses on the Company's system as specified in Rule 10.D.5(b), minus any amounts delivered for such Balance Control Account on the Empire Pipeline adjusted for any negative CSC measurement as set forth in Rule 10.G(2). Based on that report, EGTS shall adjust the storage gas balance of the ESCO to reflect any imbalance between the total amount of gas received at the Company's system by the ESCO from EGTS, and the amount of gas nominated and delivered on the EGTS pipeline.

The Company shall accommodate potential errors of accuracy and omission by working with ESCOs to preclude any scheduling anomalies and in adjusting the volumes reported to EGTS, to the extent permitted, when incorrect volumes have been reported due to such meter errors.

**(viii) Balancing Charge**

The ESCO shall be charged a balancing charge for each therm of gas delivered to the service points in its Balance Control account. The balancing charge shall consist of a charge to cover the cost of any incremental assets that the Company must hold in order to qualify as a DPO, and administrative costs. The balancing charge shall be calculated each month as follows:

## GENERAL INFORMATION

### 10. GENERAL RETAIL ACCESS - (Cont'd)

#### G. Gas Balancing Service (Cont'd)

**(2) S.C. No. 3, S.C. No. 7, S.C. No. 10 (annual use greater than or equal to 35,000 therms), and S.C. No. 16 (annual use greater than or equal to 35,000 therms) CSC Enhanced Daily Balancing Service (Cont'd)**

##### **(viii) Balancing Charge (Cont'd)**

(A) The incremental DPO asset portion of the balancing charge is calculated by:

$$BC_{ASSET} = C_{DPO} / T_{ANNUAL}$$

Where:

$BC_{ASSET}$  = the incremental DPO asset portion of the balancing charge.

$C_{DPO}$  = the total annual cost of any assets that the Company must hold in excess of those assets that it would otherwise hold if it were not acting as the DPO.

$T_{ANNUAL}$  = the total forecasted annual throughput for all Customer service points which are being served under Service Classification No. 3, Service Classification No. 7, Service Classification No. 10, or Service Classification No. 16 and are included in a CSC Enhanced Daily Balancing Balance Control Account, all Customer service points served under Service Classification No. 5, and all service points served under Service Classification No. 7 whose annual use is less than 35,000 therms.

(B) The administrative portion of the balancing charge is calculated by:

$$BC_{ADMIN} = C_{ADMIN} / T_{ANNUAL}$$

Where:

$BC_{ADMIN}$  = the administrative portion of the balancing charge.

$C_{ADMIN}$  = the total annual administrative costs to be recovered.

$T_{ANNUAL}$  = the total forecasted annual throughput for all Customer service points which are being served under Service Classification No. 3, Service Classification No. 7, or Service Classification No. 16 and are included in a CSC Enhanced Daily Balancing Balance Control Account, all Customer service points served under Service Classification No. 5, and all service points served under Service Classification No. 7 whose annual use is less than 35,000 therms.

(C) The total balancing charge per DT is:

$$BC_{ASSET} + BC_{ADMIN}$$

The balancing charge for CSC Enhanced Daily Balancing Service shall be published each month on the Large General Service Transportation Rate Adjustment Statement.

#### **(3) S.C. No. 5, S.C. No. 7 (annual use less than 35,000 therms), and S.C. No. 9 Balancing Service**

The term Estimated Total Usage is abbreviated ETU. S.C. No. 5, S.C. No. 7, and S.C. No. 9 Balancing Service is a process wherein the ESCO accommodates the difference, on a daily basis, between the  $ETU_{Actual}$ , which is the usage for each Customer service point for that gas day, of the ESCO's S.C. No. 5, S.C. No. 7, and S.C. No. 9 Customer service points and the net quantity of gas delivered on a scheduled basis by the ESCO to the Company's system for such service points, using its No-Notice Storage assets held on the Eastern Gas Transmission and Storage (EGTS) system. This difference may be either positive or negative. It is the ESCO's responsibility to nominate, on a daily basis, those volumes that it expects its Customer service points to consume and to accurately nominate their gas to ensure that their deliveries and actual pool usage shall be within the Company's system constraints. This service operates in conjunction with the Delivery Point Operator (DPO) service and the Citygate Swing Customer (CSC) service offered under the Eastern Gas Transmission and Storage (EGTS) rate schedules DPO and CSC, respectively.

## GENERAL INFORMATION

### 10. GENERAL RETAIL ACCESS (Cont'd)

#### G. Gas Balancing Service (Cont'd)

##### (3) S.C. No. 5, S.C. No. 7 (annual use less than 35,000 therms), and S.C. No. 9 Balancing Service (Cont'd)

On a daily basis, the Company calculates a CSC measurement for each ESCO, as follows:

$C = P - E$ , where

C = CSC measurement in Dt,

P = ESCO's actual pool usage in Dt, and

E = ESCO's Empire Pipeline nomination in Dt

In the event that an ESCO's CSC Measurement is negative (i.e., ESCO delivers more gas on the Empire System than their actual pool usage), all gas associated with the negative CSC measurement shall be cashed out at the lesser of i or ii below:

(i) Cash out \$ =  $[NC * (DO_L + TC_{VF} + E_{VF})] - [EGTS_O * NC]$  where

NC = negative CSC measurement in Dt,

DO<sub>L</sub> = Dawn, Ontario absolute low index price per Dt,

TC<sub>VF</sub> = TransCanada Pipeline variable and fuel charges per Dt,

E<sub>VF</sub> = Empire Pipeline variable and fuel charges per Dt, and

EGTS<sub>O</sub> = prevailing EGTS tariff rate per Dt allowable over injection charge if the Company incurs a penalty from EGTS for over injection into its storage account

(ii) Cash out \$ =  $[NC * (EGTS_S + EGTS_{VF})] - [EGTS_O * NC]$ , where

NC = negative CSC measurement in Dt,

EGTS<sub>L</sub> = EGTS South point absolute low index price per Dt,

EGTS<sub>VF</sub> = EGTS Pipeline variable and fuel charges per Dt, and

EGTS<sub>O</sub> = prevailing EGTS tariff rate per Dt allowable over injection charge if the Company incurs a penalty from EGTS for over injection into its storage account

## GENERAL INFORMATION

### 10. GENERAL RETAIL ACCESS (Cont'd)

#### G. Gas Balancing Service (Cont'd)

##### (3) S.C. No. 5, S.C. No. 7 (annual use less than 35,000 therms), and S.C. No. 9 Balancing Service (Cont'd)

(a) S.C. No. 5, S.C. No. 7 and S.C. No. 9 Balancing Service consists of the following factors:

(i) **Delivery Point Operator**

The Company must apply to, and be accepted by, Eastern Gas Transmission and Storage (EGTS) for service under rate schedule DPO and act as the Delivery Point Operator. The Company shall be responsible for meeting all requirements of that schedule.

(ii) **Citygate Swing Customer**

The ESCO must apply to, and be accepted by, Eastern Gas Transmission and Storage (EGTS) for service under rate schedule CSC. The ESCO shall be responsible for meeting all requirements of that schedule. Upon notification by EGTS that CSC service to the ESCO has been suspended or terminated, the Customers of the ESCO shall be immediately transferred to Service Classification No. 1 - General Service of this Schedule until such time as the ESCO's eligibility for CSC service from EGTS is restored. The ESCO shall be responsible to pay the Company any costs incurred by the Company as a result of the ESCO's failure to maintain service under EGTS's rate schedule CSC.

(iii) **Storage Asset Requirements**

The ESCO must maintain sufficient EGTS No-Notice Storage and associated transportation capacity entitlements under the CSC service to cover the imbalance between the amount of gas nominated and delivered to the Company's system on a scheduled basis, and the metered consumption at the service points in its Balance Control Account multiplied by the factor of adjustment as stated in Rule 10.D.5(b), on a daily basis. The Company shall release the assets to the ESCO in accordance with the Retail Access Capacity Program detailed in Service Classification Nos. 5, 7 and 9.

(iv) **Amount of Gas to be Delivered**

The ESCO is expected to achieve a balance between its deliveries and the consumption at the service points within its Balance Control Account. The ESCO shall determine the amount of gas to be delivered to the Company's citygate. On a daily basis, the imbalance between the amount of gas nominated and delivered to the Company's citygates on a scheduled basis, and the calculated consumption at the service points within the ESCO's Balance Control Account multiplied by the factor of adjustment stated in Rule 10.D.5(b), must be within the ESCO's entitlements under its CSC service contract with EGTS. Gas delivered to the Company's gas distribution system must maintain a balance between the amount of gas delivered to the system on each of the pipelines feeding the Company distribution system as stated in the Company's GTOP manual. The ESCO shall report to the Company its projected storage withdrawal or injection for each day, along with its flowing gas nominations. Such projected storage withdrawal or injection amount plus the flowing gas amount must equal the ESCO's projected load for that day.

(v) **ETU<sub>Forecast</sub>**

In order to assist the ESCO in determining the amount of gas to be delivered each day, the Company shall forecast the load for each Customer in the ESCO's balance control account and aggregate those loads into a total forecasted load for the ESCO for the current gas day plus the following six gas days. The Company shall provide this ETU<sub>Forecast</sub> to the ESCO. The Company makes no warranty, expressed or implied, as to the accuracy of the ETU<sub>Forecast</sub>. The ESCO is solely responsible for determining the amount of gas to deliver to the Company's system provided that such delivery is in balance between the amount of gas delivered to the system on each of the pipelines feeding the Company's distribution system as stated in the Company's GTOP manual, Section F.3.A.

## GENERAL INFORMATION

### **10. GENERAL RETAIL ACCESS (Cont'd)**

#### **G. Gas Balancing Service (Cont'd)**

**(3) S.C. No. 5, S.C. No. 7 (annual use less than 35,000 therms), and S.C. No. 9 Balancing Service: (Cont'd)**

(a) S.C. No. 5, S.C. No. 7 and S.C. No. 9 Balancing Service consists of the following factors: (Cont'd)

(vi) **Calculation of Daily Usage**

After the close of each gas day, the Company shall calculate an  $ETU_{Actual}$  based upon the Customer's load profile and the weather that actually occurred during the gas day. The Company shall then aggregate the load of all Customer service points within the ESCO's Balance Control Account to arrive at the total amount of gas used by the ESCO's Balance Control Account for the gas day. This  $ETU_{Actual}$  shall be compared to the ESCO's scheduled Empire nomination to determine if the gas delivered created a negative CSC measurement. If a negative CSC measurement occurs the ESCO shall be subject to a cash out as set forth in Rule 10.G.(C).

**GENERAL INFORMATION**

**10. GENERAL RETAIL ACCESS (Cont'd)**

**G. Gas Balancing Service (Cont'd)**

**(3) S.C. No. 5, S.C. No. 7 (annual use less than 35,000 therms), and S.C. No. 9 Balancing Service (Cont'd)**

(a) S.C. No. 5, S.C. No. 7 and S.C. No. 9 Balancing Service consists of the following factors:

(vii) **Reporting of CSC Measurement Data**

By 5:00 p.m. Eastern Clock Time after the close of each gas day, the Company shall report to EGTS each ESCO's CSC measurement. This measurement shall be the total amount of gas used by the ESCO's Balance Control Account multiplied by the factor of adjustment stated in Rule 10.D.5(b), minus the total amount of gas received from the ESCO at the Company's system from both EGTS and Empire Pipeline, minus the total amount of gas delivered by the ESCO to the Company's system at the EGTS CSC meter adjusted for any negative CSC measurements as set forth in Rule 10.G(3). Based on that report, EGTS shall adjust the storage gas balance of the ESCO to reflect any withdrawal or injection for the gas day.

The Company shall accommodate potential errors of accuracy and omission by working with ESCOs to preclude any scheduling anomalies and in adjusting the volumes reported to EGTS, to the extent permitted, when incorrect volumes have been reported.

(viii) **Reconciliation and Cashout**

For each service point, the difference between the  $ETU_{Actual}$  and any metered usage (actual or estimated) shall be determined. For each day that a difference (henceforth "adjustment") exists, the cashout rate applied to that adjustment shall be the previous 30-day rolling average of the midpoint index price plus variable transportation charges to the Company's citygates. The relevant indices and specific calculations are established in the GTOP Manual.

On a monthly basis, ESCOs shall be charged or credited by the Company for the cumulative daily adjustment quantity.

(ix) **Balancing Charge**

The ESCO shall be charged a balancing charge for each therm of gas delivered to the service points in its Balance Control account. The balancing charge shall consist of a charge to cover the cost of any incremental assets that the Company must hold in order to qualify as a DPO, and administrative costs. The balancing charge shall be calculated each month as follows:

a) The incremental DPO asset portion of the balancing charge is calculated by:

$$BC_{ASSET} = C_{DPO} / T_{ANNUAL}$$

Where:

$BC_{ASSET}$  = the incremental DPO asset portion of the balancing charge.

$C_{DPO}$  = the total annual cost of any assets that the Company must hold in excess of those assets that it would otherwise hold if it were not acting as the DPO.

$T_{ANNUAL}$  = the total forecasted annual throughput for all Customer service points which are being served under Service Classification No. 3 or Service Classification No. 7 and are included in a CSC Enhanced Daily Balancing Balance Control Account, all Customer service points served under Service Classification No. 5, and all service points served under Service Classification No. 7 whose annual use is less than 35,000 therms.

## GENERAL INFORMATION

### 10. GENERAL RETAIL ACCESS (Cont'd)

#### G. Gas Balancing Service (Cont'd)

(3) **S.C. No. 5, S.C. No. 7 (annual use less than 35,000 therms), and S.C. No. 9 Balancing Service (Cont'd)**  
**(ix) Balancing Charge (Cont'd)**

- b) The administrative portion of the balancing charge is calculated by:

$$BC_{ADMIN} = C_{ADMIN} / T_{ANNUAL}$$

Where:

$BC_{ADMIN}$  = the administrative portion of the balancing charge.

$C_{ADMIN}$  = the total annual administrative costs to be recovered.

$T_{ANNUAL}$  = the total forecasted annual throughput for all Customer service points which are being served under Service Classification No. 3, Service Classification No. 7, and Service Classification No. 10 and are included in a CSC Enhanced Daily Balancing Balance Control Account, all Customer service points served under Service Classification No. 5, and all service points served under Service Classification No. 7 whose annual use is less than 35,000 therms.

- c) The total balancing charge per DT is:

$$BC_{ASSET} + BC_{ADMIN}$$

The balancing charge for CSC Enhanced Daily Balancing Service shall be published each month on the Small General Service Transportation Rate Adjustment Statement.

(4) **S.C. No. 10 Balancing Service**

S.C. No. 10 Daily Balancing Service is a process wherein the Company accommodates the difference, on a daily basis, between the actual usage of the ESCO's S.C. No. 10 customer service points, grossed up for losses, and the quantity of gas delivered by the ESCO to the Company's system for such service points. This difference may be either positive or negative. The Company shall cashout to the initial dead bands on a day-to-day basis such that only imbalances greater than +/-2% would be cashed-out and only back to the 2% level on a daily basis. At the end of the month, the daily imbalances, both positive and negative, would be cashed-out to the 0% level. Such daily cashouts shall be summed up and charged or credited to the ESCO on a monthly basis. It is the ESCO's responsibility to nominate, on a daily basis, those volumes that it expects its customer service points to consume, utilizing the daily meter read data for those service points, provided by the Company.

- (a) Daily Cashout Calculation – At the end of the Day the Pooling Area Imbalance shall be calculated.
- (i) If the absolute value of the Pooling Area Imbalance is less than 2%, each ESCO shall be cashed-out according to the first 2% tier under 10.G.(4)(b)(iii)(A) and 10.G.(4)(b)(iii)(B) of this Schedule.
- (ii) If the absolute value of the Pooling Area Imbalance is greater than 2%, and the absolute value of the ESCO Pool Imbalance is less than 2%, then no cashout shall apply.

## GENERAL INFORMATION

### 10. GENERAL RETAIL ACCESS (Cont'd)

#### G. Gas Balancing Service (Cont'd)

##### (4) S.C. No. 10 Balancing Service (Cont'd)

(b) S.C. No. 10 Daily Balancing Service consists of the following factors:

(i) Daily Meter Read Data

Customer service points must have daily meter reading devices installed to provide daily meter reads. Daily meter read data for each Customer Service point shall be made available by 2:00 PM Eastern Time for the previous day's usage. The Company shall accommodate potential errors of accuracy and omission by working with ESCOs to preclude any scheduling anomalies and in adjusting any cashouts or penalties that can be directly attributed to such meter errors. In the event of meter recording device or communications failure, ESCOs and their Customers shall be responsible for providing meter reads directly to the Company by no later than 10:00 AM on business days. On any business day that the ESCO or Customer fails to provide timely meter reads, the Company shall charge a special meter read fee per service point in accordance with the Special Services Statement of this tariff. The ESCO or Customer may, but is not obligated to, provide a meter read on weekends and holidays. When no meter read is provided, the Company shall estimate the usage for those days. Unless otherwise agreed to by both parties, in the event the problem continues for more than 30 days, the Company has the right to either correct the problem at the ESCO's and their Customer's expense or discontinue service under S.C. No. 10 and the meter recording device shall be removed.

(ii) Amount of Gas to be Delivered

(A) Daily Delivered

The ESCO is expected to achieve a balance between its deliveries and the consumption at the service points within its Balance Control Account on a daily basis. The ESCO shall determine the amount of gas to be delivered to the Company's citygate. On a daily basis, the imbalance between the total metered amount of gas used by the Customers in the ESCO's Balance Control Account multiplied by the factor of adjustment as stated in Rule 10.D.5(b), and the total amount delivered to the Company's citygates for the ESCO's Balance Control Account shall be subject to a daily cashout according to the applicable provisions of Section (iii) – Daily Cashout or Section (iv) – Daily Cashout Under Operational Flow Order (OFO) Conditions, of this Rule 10.G. below.

(B) Upstream Pipeline Cost Overrun

The Company shall have the right to collect from ESCOs incremental upstream pipeline costs incurred, beyond the 2% balancing threshold upon demonstration by the Company.

(iii) Daily Cashout

(A) Daily Deficiency Imbalances:

For daily deficiency imbalances, the ESCO shall pay the Company for the applicable deficiency amount as follows, based on the applicable daily price index as established in the GTOP Manual:

Imbalance Level

First 2%

Rate per Therm of Imbalance

The midpoint index price plus variable transportation charges to the Company's citygates. The relevant indices and specific calculations are established in the Company's GTOP Manual.

## GENERAL INFORMATION

### 10. GENERAL RETAIL ACCESS (Cont'd)

#### G. Gas Balancing Service (Cont'd)

##### (4) S.C. No. 10 Balancing Service (Cont'd)

(b) S.C. No. 10 Daily Balancing Service consists of the following factors:

(iii) Daily Cashout (Cont'd)

(A) Daily Deficiency Imbalances (Cont'd)

<u>Imbalance Level</u>	<u>Rate per Therm of Imbalance</u>
Greater than 2% to 5%	110% of the midpoint index price maximum firm transportation charges (commodity plus fuel plus demand) to the Company's citygates. The relevant indices and specific calculations are established in the Company's GTOP Manual. In addition, the ESCO shall pay the Company a pro-rata share of any upstream pipeline-imposed penalties that the Company may incur as a result of the deficiency imbalance.
Greater than 5% to 10%	120% of the midpoint index price plus maximum firm transportation charges (commodity plus fuel plus demand) to the Company's citygates. The relevant indices and specific calculation are established in the Company's GTOP Manual. In addition, the ESCO shall pay the Company a pro-rata share of any upstream pipeline-imposed penalties that the Company may incur as a result of the deficiency imbalance.
Greater than 10%	130% of the midpoint index price plus maximum firm transportation charges (commodity plus fuel plus demand) to the Company's citygates. The relevant indices and specific calculation are established in the Company's GTOP Manual. In addition, the ESCO shall pay the Company a pro-rata share of any upstream pipeline-imposed penalties that the Company may incur as a result of the deficiency imbalance.

(B) Daily Surplus Imbalances:

For daily surplus imbalances, the Company shall pay the ESCO for the applicable surplus amount as follows, based on the applicable daily price index as established in the GTOP Manual:

<u>Imbalance Level</u>	<u>Rate per Therm of Imbalance</u>
First 2%	The midpoint index price plus variable transportation charges (commodity plus fuel) to the Company's citygates. The relevant indices and specific calculations are established in the Company's GTOP Manual.
Greater than 2% to 5%	90% of the midpoint index price plus variable transportation charges (commodity plus fuel) to the Company's citygates. The relevant indices and specific calculation are established in the Company's GTOP Manual. In addition, the ESCO shall pay the Company a pro-rata share of any upstream pipeline-imposed penalties that the Company may incur as a result of the surplus imbalance.

## GENERAL INFORMATION

### 10. GENERAL RETAIL ACCESS (Cont'd)

#### G. Gas Balancing Service (Cont'd)

##### (4) S.C. No. 10 Balancing Service (Cont'd)

(b) S.C. No. 10 Daily Balancing Service consists of the following factors:

(iii) Daily Cashout (Cont'd)

(B) Daily Surplus Imbalances:

<u>Imbalance Level</u>	<u>Rate per Therm of Imbalance</u>
Greater than 5% to 10%	80% of the midpoint index price plus variable transportation charges (commodity plus fuel) to the Company's citygates. The relevant indices and specific calculation are established in the Company's GTOP Manual. In addition, the ESCO shall pay the Company a pro-rata share of any upstream pipeline-imposed penalties that the Company may incur as a result of the surplus imbalance.
Greater than 10%	70% of the midpoint index price plus variable transportation charges (commodity plus fuel) to the Company's citygates. The relevant indices and specific calculation are established in the Company's GTOP Manual. In addition, the ESCO shall pay the Company a pro-rata share of any upstream pipeline-imposed penalties that the Company may incur as a result of the surplus imbalance.

(iv) Daily Cashout Under Operational Flow Order (OFO) Conditions

(A) Daily Imbalances during a Type I OFO:

During an OFO, the Daily Cashout Calculation as set forth in Rule 10.G.(4)(a), shall be suspended, and each ESCO's imbalance shall be cashed-out according to 10.G.(4)(b)(iii).

(B) Daily Surplus Imbalances during a Type II OFO:

During an OFO, the Daily Cashout Calculation as set forth in Rule 10.G.(4)(a), shall be suspended, and each ESCO's imbalance shall be cashed-out according to 10.G.(4)(b)(iii).

(v) Balancing Charge

The ESCO shall be charged a balancing charge for each therm of gas delivered to the service points in its Balance Control Account. The balancing charge shall consist of a charge to cover the Company's costs for FTNNGSS deliverability, GSS deliverability, GSS capacity, FTNN capacity, and administrative costs. The balancing charge shall be calculated each month as follows:

(A) The FTNNGSS deliverability portion of the balancing charge is calculated by:

$$BC_{FTNNGSS} = (T_{DDAY} * B_{TOL} * R_{FTNNGSS}) / T_{ANNUAL}$$

Where:

$BC_{FTNNGSS}$  = the FTNNGSS portion of the balancing charge.

$T_{DDAY}$  = the design day throughput in DT for all Customer service points which are being served under S.C. No. 10 and are included in a Daily Balancing Balance Control Account.

$B_{TOL}$  = the tolerance band for Daily Balancing Service.

$R_{FTNNGSS}$  = the annualized EGTS FTNNGSS I reservation charge per DT.

$T_{ANNUAL}$  = the total forecasted annual throughput for all Customer service points which are being served under S.C. No. 10 and are included in a Daily Balancing Balance Control Account.

## GENERAL INFORMATION

### 10. GENERAL RETAIL ACCESS (Cont'd)

#### G. Gas Balancing Service (Cont'd)

##### (4) S.C. No. 10 Balancing Service (Cont'd)

- (b) S.C. No. 10 Daily Balancing Service consists of the following factors:  
(v) Balancing Charge (Cont'd)

(B) The GSS deliverability portion of the balancing charge is calculated by:

$$BC_{GSSDEL} = (T_{DDAY} * B_{TOL} * R_{GSSDEL}) / T_{ANNUAL}$$

Where:

- $BC_{GSSDEL}$  = the GSS deliverability portion of the balancing charge.  
 $T_{DDAY}$  = the design day throughput in DT for all Customer service points which are being served under S.C. No. 10 and are included in a Daily Balancing Balance Control Account.  
 $B_{TOL}$  = the tolerance band for Daily Balancing Service.  
 $R_{GSSDEL}$  = the annualized EGTS GSS deliverability reservation charge per DT.  
 $T_{ANNUAL}$  = the total forecasted annual throughput for all Customer service points which are being served under S.C. No. 10 and are included in a Daily Balancing Balance Control Account.

(C) The GSS capacity portion of the balancing charge is calculated by:

$$BC_{GSSCAP} = (T_{DDAY} * B_{TOL} * N_{WDR} * R_{GSSCAP}) / T_{ANNUAL}$$

Where:

- $BC_{GSSCAP}$  = the GSS capacity portion of the balancing charge.  
 $T_{DDAY}$  = the design day throughput in DT for all Customer service points which are being served under S.C. No. 10 and are included in a Daily Balancing Balance Control Account.  
 $B_{TOL}$  = the tolerance band for Daily Balancing Service.  
 $N_{WDR}$  = the number of days of withdrawal at maximum withdrawal rate contracted for under the GSS service.  
 $R_{GSSCAP}$  = the annualized EGTS GSS capacity reservation charge per DT.  
 $T_{ANNUAL}$  = the total forecasted annual throughput for all Customer service points which are being served under S.C. No. 10 and are included in a Daily Balancing Balance Control Account.

## GENERAL INFORMATION

### 10. GENERAL RETAIL ACCESS (Cont'd)

#### G. Gas Balancing Service (Cont'd)

##### (4) S.C. No. 10 Balancing Service (Cont'd)

(b) S.C. No. 10 Daily Balancing Service consists of the following factors:

(v) Balancing Charge (Cont'd)

(D) The FTNN capacity portion of the balancing charge is calculated by:

$$BC_{FTNNCAP} = ((T_{DDAY} * B_{TOL} * N_{WDR}) / N_{INJ}) * R_{FTNNCAP} / T_{ANNUAL}$$

Where:

$BC_{FTNNCAP}$  = the FTNN capacity portion of the balancing charge.

$T_{DDAY}$  = the design day throughput in DT for all Customer service points which are being served under S.C. No. 10 and are included in a Daily Balancing Balance Control Account.

$B_{TOL}$  = the tolerance band for Daily Balancing Service.

$N_{WDR}$  = the number of days of withdrawal at maximum withdrawal rate contracted for under the GSS service.

$N_{INJ}$  = the number of days of full injection allowed under the GSS service contract.

$R_{FTNNCAP}$  = the annualized EGTS FTNN capacity reservation charge per DT.

$T_{ANNUAL}$  = the total forecasted annual throughput for all Customer service points which are being served under S.C. No. 10 and are included in a Daily Balancing Balance Control Account.

(E) The administrative portion of the balancing charge is calculated by:

$$BC_{ADMIN} = C_{ADMIN} / T_{ANNUAL}$$

Where:

$BC_{ADMIN}$  = the administrative portion of the balancing charge.

$C_{ADMIN}$  = the total annual administrative costs to be recovered.

$T_{ANNUAL}$  = the total forecasted annual throughput for all Customer service points which are being served under S.C. No. 3, S.C. No. 7, or S.C. No. 10 and are included in a CSC Enhanced Daily Balancing Balance Control Account, and all Customer service points served under S.C. No. 5, and all service points served under S.C. No. 7 whose annual use is less than 35,000 therms.

(F) The total balancing charge per DT is:

$$BC_{FTNNGSS} + BC_{GSSDEL} + BC_{GSSCAP} + BC_{FTNNCAP} + BC_{ADMIN}$$

The balancing charge for Daily Balancing Service shall be published each month on the Large General Service Transportation Rate Adjustment Statement.

## GENERAL INFORMATION

### 10. GENERAL RETAIL ACCESS (Cont'd)

#### **H. Purchase of ESCO Accounts Receivable Program (POR)**

In accordance with the Joint Proposal on Purchase of Accounts Receivable dated August 20, 2004 in Cases 03-E-0765 and 03-G-0766, as amended with the Joint Proposal dated July 14, 2010 in Cases 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. The Company shall purchase accounts receivable at a discount and without recourse for commodity sales by ESCOs that provide commodity service in the Company's territory.

#### **Eligibility Requirements:**

ESCOs that elect the Company's consolidated billing option for all or a portion of their customers shall be required to sell their accounts receivable for such customers to the Company under the terms of the POR. ESCOs continue to have the right to issue their own bill using dual billing for all or a portion of their customers. Such ESCOs shall be precluded from participating in the POR for customers receiving dual billing.

#### **Purchase Price:**

Electric and gas accounts receivable shall be purchased at a discount off face value of the ESCO receivable. The discount rate shall be sufficient to compensate the Company for its financial risk in purchasing electric and/or gas receivables, and be comprised of the following components:

- a) Commodity-related Uncollectible percentage based on total Company uncollectible costs for the most recent available 12-month period divided by the sum of the total retail, retail access, and purchased ESCO receivables revenue for the same 12-month period;
- b) Financial Risk Adder set at 20% of the applicable uncollectible percentage;
- c) Commodity-related credit and collections and call center percentage.

Discount rates shall be adjusted each year to reflect the Company's most recent 12-month experience for uncollectible expense. Additionally, the credit and collections and call center allocation included in the discount rate shall be reconciled annually, with any under- or over-collections included in the following years discount rate.

Beginning with the Statement to be effective May 1, 2017, a POR Discount (DISC) Statement setting forth the electric discount and the gas discount shall be filed with the Public Service Commission 60 days prior to the May 1 effective date of each annual update.

#### **Payments:**

Payments to ESCOs shall be made, via ACH (Automated Clearing House), 20 days after acceptance of the valid EDI 810 transaction.

#### **Other Considerations:**

The POR shall be subject to modifications based upon Commission orders, rules, and regulations applicable to retail access, including, but not limited to, the Uniform Business Practices, proration of customer payments under a single bill, and provisions of Home Energy Fair Practices Act. The POR obviates the need for the Company to prorate partial customer payments among ESCOs that are participating in the POR.

## GENERAL INFORMATION

### 11. WEATHER NORMALIZATION ADJUSTMENT (WNA)

#### A. Applicability:

- (1) The WNA shall be applicable to all space heating customers, except as otherwise set forth herein, taking service pursuant to Service Classification Nos. 1, 3, 5, 6, 7, 8 and 9 of this schedule or superseding issues thereof.
- (2) S.C. No. 3 and S.C. No. 7 customers whose use is greater than 35,000 therms annually shall be deemed space heating if more than 60% of their annual usage is experienced between November 1 and March 31. Prior to each WNA season, the Company shall calculate S.C. No. 3 and S.C. No. 7 applicability based on individual customer usage during the preceding 12-month period ending June 30. All affected S.C. No. 3 and S.C. No. 7 customers shall receive notice prior to the application of the WNA that they have exceeded the 60% threshold and are, therefore, subject to the WNA.
- (3) The WNA shall be applied to the total gas usage during the WNA season of October 1<sup>st</sup> through May 31<sup>st</sup> of each year. If only a portion of a customer's total gas usage for a particular billing period is applicable to the WNA season, then the WNA shall be adjusted to reflect the portion applicable to the WNA season.

#### B. Calculation of the WNA:

- (1) The WNA shall be calculated using the following formulas:

$$\text{WAF} = \frac{\text{DDF} * (\text{NHDD} - \text{AHDD})}{(\text{BP} * \text{BLT}) + (\text{DDF} * \text{AHDD})}$$

$$\begin{aligned} \text{Therms}_{\text{Normal}} &= \text{Therms}_{\text{Actual}} + (\text{Therms}_{\text{Actual}} * \text{WAF}) \\ \text{WNA}_n &= (R_n * \text{Therms}_{\text{Normal}(n)}) - R_n * \text{Therms}_{\text{Actual}(n)} \end{aligned}$$

$$\text{WNA}_{\text{Total}} = \text{Sum} (\text{WNA}_n)$$

- (2) Where,
  - (a). "WAF" is the Weather Adjustment Factor.
  - (b). "HDD" or Heating Degree Days are the difference between 65 degrees Fahrenheit and the average of the minimum and maximum temperature as reported by the Rochester National Weather Service station for a particular day. The HDD are zero when the average temperature is greater than 65 degrees Fahrenheit. HDD is also used to refer to the cumulative HDD for any defined period greater than one day.
  - (c). "NHDD" or Normal Heating Degree Days, for any given calendar day, are based upon a 10-year average of the heating degree-days for that calendar day. The applicable 10-year period ends on December 31<sup>st</sup> of the year before the current WNA season. NHDD is also used to refer to the cumulative NHDD for any defined period greater than one day.

## GENERAL INFORMATION

### 11. WEATHER NORMALIZATION ADJUSTMENT (WNA) (cont'd)

#### **B. Calculation of the WNA (Cont'd):**

- (d) "AHDD" or Actual Heating Degree Days are the actual difference between 65 degrees Fahrenheit and the average of the minimum and maximum temperature as reported by the Rochester National Weather Service station for a particular day. AHDD is zero when the average temperature is equal to or greater than 65 degrees Fahrenheit. AHDD is also used to refer to the cumulative AHDD for any defined period greater than one day.
- (e) "BP" or Billing Period is the actual number of billing days that occur during the WNA season.
- (f) "BLT" or Base Load Therms is the estimated number of non-temperature sensitive Therms per day. The estimate is based on the average daily use in the July and August billing months. If the customer has insufficient billing history to calculate the BLT, the average BLT for the applicable service class shall be used. The service class average BLTs shall be revised annually.
- (g) "DDF" or Degree Day Factor is the estimated number of temperature sensitive Therms required for each heating degree-day. If the customer has insufficient billing history to calculate the DDF, the average DDF for the applicable service class shall be used. The service class average DDFs shall be revised annually.
- (h) "Therms<sub>Normal</sub>" is the estimated number of Therms the customer would have used if the weather were normal during the billing cycle.
- (i) "Therms<sub>Actual</sub>" is the number of Therms the customer actually used during the billing cycle.
- (j) "Therms<sub>Normal(n)</sub>" is the number of Therms<sub>Normal</sub> that fall in the applicable rate block.
- (k) "Therms<sub>Actual(n)</sub>" is the number of Therms<sub>Actual</sub> that fall in the applicable rate block.
- (l) "WNA<sub>n</sub>" is the weather normalization adjustment for the applicable rate block and is expressed in dollars.
- (m) "R<sub>n</sub>" is the applicable block rate and is expressed in dollars per Therm.
- (n) "WNA<sub>total</sub>" is the customer's weather normalization adjustment and is expressed in dollars.

## GENERAL INFORMATION

### 12. System Benefits Charge (SBC)

A System Benefit Charge (SBC) recovers costs associated with clean energy activities conducted by the New York State Energy Research and Development Authority (NYSERDA). The SBC is collected from the following Service Classifications: 1, 3, 4, 5, 6, 7, 8, and 9.

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

Such statement may be found at the end of this Schedule (P.S.C. No. 16 – Gas). The statement shall set forth the following surcharge rates:

A. Clean Energy Fund (CEF) Surcharge Rate:

The CEF surcharge rate collects funds associated with clean energy activities administered by NYSEDA and includes the following program activities: NYSEDA Low- to Moderate-Income (LMI) Energy Efficiency and Building Electrification (EE/BE) Portfolio. The surcharge rate shall be calculated by dividing the necessary collections by the projected annual therm sales. Necessary collections shall include:

1. Annual authorized collections for NYSEDA administered programs, plus or minus any under- or over-collections for prior years.
2. The NYSEDA LMI EE/BE Surcharge shall collect funds for the LMI EE/BE Portfolio for the 2026-2032 period. Costs to be included shall be specified by the Commission under Case No. 25-M-0249. The rate shall be set annually with LMI EE/BE program costs divided by projected sales, plus or minus any under- or over-collections, with uncommitted funds and accrued interest used to offset future collections.

B. Company-Administered Energy Efficiency/Building Electrification (“EE/BE”) Programs Surcharge

Costs associated with the Company-administered EE/BE programs shall be recovered from customers through the SBC. Costs shall be allocated to customers using the same allocations as included in base rate recoveries for the most recent rate case.

## GENERAL INFORMATION

13. Reserved for Future Use

### 14. REVENUE DECOUPLING MECHANISM (RDM) ADJUSTMENT

1. Applicable to:

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

2. Definitions

- a. Delivery Service Revenue (DSR) Targets – monthly weather-normalized targets shall be developed based on the Company’s delivery revenue requirement established in Case No 25-G-0380. Residential customers taking service under Service Classification No. 1 and Service Classification No. 5 shall be combined into monthly DSR Targets. Non-residential customers taking service under Service Classification Nos. 1, 3, and 5 shall be combined into monthly DSR Targets. DSR Target for the Rate Year is set forth in accordance with the Commission Order issued and effective on May 14, 2026. The DSR Target for the Rate Year shall repeat annually until changed by the Commission.
  - (i) The Company shall have two RDM classes for reconciliation purposes: one residential class consisting of residential Service Classification Nos. 1 and 5 customers; and one consolidated non-residential class consisting of non-residential Service Classification Nos. 1, 3, and 5 customers.
- b. “Delivery Revenues” - For the purpose of RDM, Delivery Revenues shall be measured as the sum of the billed base delivery revenues from all customers for each RDM classification (customer charges and per term delivery rates). For purposes of this calculation, revenues related to the System Benefits Charge (SBC), Rate Adjustment Mechanism (RAM), Merchant Function Charge (MFC), Non-Pipes Alternative (NPA) Surcharge, Earnings Adjustment Mechanism (EAM) Surcharge, Transition Charge, and gross receipts taxes are excluded. All sales to economic incentive rate incentive customers and low income customers shall be priced out at standard service classification rates in developing the DSR Targets.
- c. “Rate Year” – for the purposes of RDM, the Rate Year shall be effective May 1<sup>st</sup> through April 30<sup>th</sup> of the following year.

## GENERAL INFORMATION

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

#### 3. Calculation

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

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

#### 4. Filing of Statements

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

### GENERAL INFORMATION

#### 15. RATE ADJUSTMENT MECHANISM ("RAM")

A. Applicable to all customers taking gas delivery service.

#### B. RAM Eligible Deferrals and Costs:

The RAM will contain two types of eligible deferrals and costs:

(1) Type 1 - Customer Bill Credits

The RAM will collect the customer bill credits provided to customers as a result of Covid-19 over a five-year period beginning July 1, 2021. The annual collection will be determined by dividing the total amount to be collected by the number of years remaining in the five-year period.

(2) Type 2 – Other RAM Eligible Deferrals and Costs

All RAM Eligible Deferrals and Costs shall be the difference between actual costs and the amounts provided for in base rates. RAM Eligible Deferrals and Costs shall include:

- (a) Property Taxes;
- (b) Gas Leak Prone Pipe Replacement; and
- (c) Reforming the Energy Vision ("REV") costs and fees which are not covered by other recovery mechanisms.

All RAM revenues and deferrals are subject to reconciliation.

#### C. Annual RAM Recovery / Return Limits:

(1) The annual RAM recovery / return shall be limited to \$4.5 million for gas.

(2) Type 1 – Customer bill credits will be collected annually beginning July 1, 2021 (over a five-year period).

(3) Type 2 – Other RAM Eligible deferrals and costs will only be implemented once the limit is reached from netting the RAM Eligible Deferrals.

(4) The limit will take into account the Type 1 Customer bill credits.

Any net RAM Eligible Deferral value in excess of the limit shall remain deferred and shall be carried forward to the calculation of the RAM limits in the following year. Any net regulatory asset or liability in excess of the Company's annual RAM recovery / return limit shall be carried forward to the calculation of the RAM in the following year.

#### D. Deferred Regulatory Asset and Liability Balances:

The Company shall measure the deferred regulatory asset and liability balances for the items specified as Type 2 – Other RAM Eligible Deferrals and Costs (listed above) as of December 31 for each year. The RAM shall be identified in the Company's respective RAM Compliance Filings submitted on March 31 of each year and shall be implemented in rates on July 1 of each year for collection over the 12 months from July 1 to June 30. The RAM Compliance Filings shall include proposed RAM rates by service classification. Annually, the Company shall submit RAM tariff statements effective on July 1.

#### E. RAM Annual Recovery / Return Allocation:

The gas RAM annual recovery / return amounts shall be allocated to service classifications based on the following:

(1) Type 1 - Customer Bill Credits

Shall be recovered from those service classes which were eligible to receive the customer bill credits. Specifically, residential classes will be charged for the recovery of the residential bill credits and applicable nonresidential service classes will be charged for the recovery of the nonresidential bill credits. The Company will not recover customer bill credits from service classes that are not eligible for the bill credits. Recovery will occur on a per therm basis.

(2) Type 2 – Other RAM Eligible Deferrals and Costs

Shall be allocated based on delivery service revenues and recovered from customers on a per therm basis.

**GENERAL INFORMATION**

**15. RATE ADJUSTMENT MECHANISM (“RAM”) (Cont’d)**

**F. Carrying Costs:**

The Company shall accrue carrying costs on Type 1 – Customer Bill Credits based on the Commission’s authorized Other Customer Capital Rate.

The Company shall accrue carrying costs on Type 2 – Other RAM Eligible Deferrals and costs as follows:

- (1) During the period that the RAM is in effect for those deferral balances being specifically collected or returned, carrying costs shall be based on the Commission’s authorized Other Customer Capital Rate.
- (2) RAM Eligible Deferral Balances not in the RAM tariff due to the annual dollar amount restrictions set forth above shall accrue carrying charges as follows:
  - (a) Net Deferral amounts at or under the annual RAM recovery / return limits shall accrue carrying charges at the Other Customer Capital Rate;
  - (b) Additional deferral amounts over the annual RAM recovery / return limits, up to one year’s worth of value, shall accrue carrying costs at the Other Customer Capital Rate; and
  - (c) Additional deferral amounts over the annual RAM recovery / return limits in Rule 15.F.(2)(a) and (2)(b) above, shall accrue carrying costs at the Company’s respective Pre-Tax Weighted Cost of Capital, applied to the after-tax balance.

**G. Filings and Statements:**

- (1) A RAM Compliance Filing setting forth the RAM rates by Service Classification shall be filed with the Commission by March 31 on an annual basis.
- (2) A RAM Statement setting forth the RAM rates shall be filed with the Commission on not less 30 days’ notice to be effective July 1. Such statement may be found at the end of this Schedule.

**16. Uniform Business Practices – Distributed Energy Resource Providers**

The rules applicable to DER Suppliers are contained in the Addendum, UBP-DERS, attached to this Schedule, which are incorporated herein.

**GENERAL INFORMATION**

**15. RATE ADJUSTMENT MECHANISM (“RAM”) (Cont’d)**

**F. Carrying Costs:**

The Company shall accrue carrying costs on Type 1 – Customer Bill Credits based on the Commission’s authorized Other Customer Capital Rate.

The Company shall accrue carrying costs on Type 2 – Other RAM Eligible Deferrals and costs as follows:

- (1) During the period that the RAM is in effect for those deferral balances being specifically collected or returned, carrying costs shall be based on the Commission’s authorized Other Customer Capital Rate.
- (2) RAM Eligible Deferral Balances not in the RAM tariff due to the annual dollar amount restrictions set forth above shall accrue carrying charges as follows:
  - (a) Net Deferral amounts at or under the annual RAM recovery / return limits shall accrue carrying charges at the Other Customer Capital Rate;
  - (b) Additional deferral amounts over the annual RAM recovery / return limits, up to one year’s worth of value, shall accrue carrying costs at the Other Customer Capital Rate; and
  - (c) Additional deferral amounts over the annual RAM recovery / return limits in Rule 15.F.(2)(a) and (2)(b) above, shall accrue carrying costs at the Company’s respective Pre-Tax Weighted Cost of Capital, applied to the after-tax balance.

**G. Filings and Statements:**

- (1) A RAM Compliance Filing setting forth the RAM rates by Service Classification shall be filed with the Commission by March 31 on an annual basis.
- (2) A RAM Statement setting forth the RAM rates shall be filed with the Commission on not less 30 days’ notice to be effective July 1. Such statement may be found at the end of this Schedule.

**16. Uniform Business Practices – Distributed Energy Resource Providers**

The rules applicable to DER Suppliers are contained in the Addendum, UBP-DERS, attached to this Schedule, which are incorporated herein.

## GENERAL INFORMATION

### 17. Community Choice Aggregation (“CCA”) Program

- A. A CCA Program allows municipalities (villages, towns and cities) to aggregate the usage of eligible CCA customers (residential and small non-residential customers) within a defined jurisdiction in order to secure an alternative energy supply contract on a community-wide basis.
1. In accordance with the Orders issued April 21, 2016, December 14, 2017, and January 19, 2023, in Case 14-M-0224, before requesting customer data from the utility for participation in a CCA Program, the municipality or their designee (CCA Administrator or ESCO) :
    - (a) must sign a Data Security Agreement acceptable to the Company, and
    - (b) must have an approved implementation plan and certification of local authorization approved by the NYS PSC.
  2. Upon fulfilling the requirements in Rule A.1, the Company will provide the following information to the municipality or their designee in accordance with the terms stated herein.
    - (a) Aggregated customer data, including the number of customers by service class, the meter read cycle, the volumetric gas consumption by month for the past 12 months by service class. This information will be provided to the municipality or CCA Administrator within twenty days of a request.
      - (b) After each municipality has entered into a CCA contract with an ESCO, the Company shall transfer customer-specific data to the municipality or CCA Administrator within five days of receipt of a request to support the mailing of opt-out notices. The data shall include all customers in the municipality eligible for opt-out treatment based on the CCA and the requirements of the April 21, 2016, and January 19, 2023, Orders issued in Case 14-M-0224. The data should include:
        - 1) Customer of record’s name
        - 2) Mailing Address
        - 3) Primary Language (if available from the Company’s billing system)
        - 4) Any customer-specific alternate billing name and address
        - 5) Bill cycle and period code
        - 6) Tax-exempt Status
        - 7) Net metered/VDER/solar account indicator
        - 8) Dual-meter indicator
      - (c) After the opt-out process has been completed, the Company shall transfer account numbers for eligible customers that did not opt-out to the ESCO providing service within five days of receipt of a list of customers that opted out. These account numbers may be transmitted via electronic mail in secured, encrypted spreadsheets, through access to a secure website, or through other secure methods of transfer.
      - (d) Upon request by the municipality or CCA Administrator the Company will transfer the customer data in (b) to the requestor within five days of the request for newly eligible customers that became customers of the Company since the last eligible customer list was provided and were not on a previous eligible for out-out list. The Company will distinguish between new accounts and customers that are now opt-out eligible for other reasons. After the opt-out process has been completed for those customers, the Company will provide account numbers for customers that did not opt-out as described in (c).
- B. Dispute Resolution  
For disputes arising in relation to a CCA, the Company, CCA Administrators, and Energy Service Entities may utilize the dispute resolution process specified in the January 19, 2023, Order issued in Case No. 14-M-0224.

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. 127.46.6  
Revision: 5  
Superseding Revision: 3

## GENERAL INFORMATION

### 18. Earnings Adjustment Mechanism (“EAM”) Surcharge

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

- A. Peak Load Reduction
- Gas System Peak Reduction EAM; or
  - Renewable Natural Gas (“RNG”) Connection EAM

Through October 31, 2024, this Peak Load Reduction EAMs shall allocate EAM incentives to service classifications using a peak day design demand allocator.

- B. Recovery of EAM Incentives

The Company shall recover any incentives earned under EAMs through an EAM Surcharge on a per therm basis beginning May 1, 2021 through October 31, 2024. A Statement setting forth the EAM Surcharge rates shall be filed with the Commission on not less than 30 days’ notice. Such statement may be found at the end of this Schedule.

**GENERAL INFORMATION**

**19. Non-Pipe Alternatives (“NPA”) Surcharge**

- A. The Company may implement a NPA as an alternative to a capital investment project. The Company shall recover the amortized portion of costs incurred by the Company for the implementation of an NPA plus any applicable incentives through an NPA Surcharge.
- B. Recovery of such costs shall be amortized over the anticipated used and useful life of installed assets and equipment with offsetting credits to the extent that an NPA Project defers the need for a traditional infrastructure project included in the Company’s Average Gas Plant in Service Balance. NPA projects without a clearly measurable period for amortization shall use a 20-year default amortization period.
- C. The costs and any applicable incentives shall be allocated to each service classification based on a gas peak day design demand allocator, however, if an NPA project shall benefit only certain classes of customers, the cost allocation shall be limited to the benefitted classes and shall be recovered through a separate surcharge. Any unamortized costs plus carrying charges shall be incorporated into base rates when gas base rates are reset.
- D. The NPA Surcharge shall be collected from the following service classifications:
  - (1) Service Classification Nos. 1, 3, 4, 5, 6, 7, 8, and 9 of P.S.C. No. 16 Gas, or superseding issues thereof.
- E. The Company shall file a Non-Pipe Alternative (NPA) Surcharge Statement setting forth the rate adjustment with the Public Service Commission on not less than 30-days’ notice. Such statement may be found at the end of this Schedule.

## GENERAL INFORMATION

### 20. NON-FIRM REVENUE ADJUSTMENT

The Non-Firm Revenue Adjustment consists of any difference between actual interruptible delivery revenues and the level embedded in delivery rates and shall be reconciled annually and recovered from or returned to all firm customers.

1. Applicable to:

Customers receiving Firm Sales and Firm Transportation service under P.S.C. No. 16 Service Classification Nos. 1, 3 and 5, shall be subject to the Non-Firm Revenue Adjustment.

2. The Non-Firm Revenue Adjustment shall be derived from:

- a. Customers receiving interruptible sales service under P.S.C. No. 16 – Service Classification No. 15
- b. Customers receiving interruptible transportation service under P.S.C. No. 16 – Service Classification No. 16

3. Calculation:

- a. The Non-Firm Revenue Adjustment shall be determined by dividing the total cumulative difference between the actual billed Non-Firm Revenues and the cumulative Non-Firm revenues embedded in delivery rates.
- b. Any surcharge or credit amount shall reflect interest at the then effective other customer deposit rate as prescribed by the Commission. Any such surcharge or credit under the annual reconciliation process shall be recovered or returned to customers.

4. Billing

The Non-Firm Revenue Adjustment will be included as a credit or surcharge in the Revenue Decoupling Mechanism (“RDM”) Adjustment on customer bills.

5. Statement

A Non-Firm Revenue Adjustment Statement shall be filed with the Public Service Commission on not less than 30–days’ notice.

### 21. Late Payment Charge and Other Waived Fees (“LPCO”) Surcharge

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

1. Applicable to:

The LPCO Surcharge shall be applicable to all customers taking gas delivery service. Service Classification Nos. 1, 3, 5 and 7.

2. Calculation:

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

## GENERAL INFORMATION

### 20. NON-FIRM REVENUE ADJUSTMENT

The Non-Firm Revenue Adjustment consists of any difference between actual interruptible delivery revenues and the level embedded in delivery rates and shall be reconciled annually and recovered from or returned to all firm customers.

1. Applicable to:

Customers receiving Firm Sales and Firm Transportation service under P.S.C. No. 16 Service Classification Nos. 1, 3 and 5, shall be subject to the Non-Firm Revenue Adjustment.

2. The Non-Firm Revenue Adjustment shall be derived from:

- a. Customers receiving interruptible sales service under P.S.C. No. 16 – Service Classification No. 15
- b. Customers receiving interruptible transportation service under P.S.C. No. 16 – Service Classification No. 16

3. Calculation:

- a. The Non-Firm Revenue Adjustment shall be determined by dividing the total cumulative difference between the actual billed Non-Firm Revenues and the cumulative Non-Firm revenues embedded in delivery rates.
- b. Any surcharge or credit amount shall reflect interest at the then effective other customer deposit rate as prescribed by the Commission. Any such surcharge or credit under the annual reconciliation process shall be recovered or returned to customers.

4. Billing

The Non-Firm Revenue Adjustment will be included as a credit or surcharge in the Revenue Decoupling Mechanism (“RDM”) Adjustment on customer bills.

5. Statement

A Non-Firm Revenue Adjustment Statement shall be filed with the Public Service Commission on not less than 30–days’ notice.

### 21. Late Payment Charge and Other Waived Fees (“LPCO”) Surcharge

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

1. Applicable to:

The LPCO Surcharge shall be applicable to all customers taking gas delivery service. Service Classification Nos. 1, 3, 5 and 7.

2. Calculation:

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

## GENERAL INFORMATION

### 21. Late Payment Charge and Other Waived Fees (“LPCO”) Surcharge

#### 2. Calculation:

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

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

#### 3. Reconciliation

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

#### 4. Billing and Statement

For purposes of billing, the LPCO Surcharge will be included in the Transition Charge on the customer’s bill.

A Statement of Other Charges and Adjustments (“OTH”) setting forth the LPCO Surcharge rates shall be filed with the Public Service Commission on not less than three (3) days’ prior to the effective date. Such statement can be found at the end of this Schedule (P.S.C. 16 – Gas).

## GENERAL INFORMATION

### 22. ARREARS RELIEF PROGRAM

#### A. One-Time Arrears Relief Credit:

1. Phase 1 Arrears Reduction Program (“Phase 1”):  
A low-income customer with arrears as of May 1, 2022, may be eligible for a one-time arrears relief credit as set forth in the Public Service Commission’s Order in Case No. 14-M-0565 dated June 16, 2022.
2. Phase 2 Arrears Reduction Program (“Phase 2”):  
A residential customer or a small-commercial customer with arrears as of May 1, 2022, may be eligible for a one-time arrears relief credit as set forth in the Public Service Commission’s Order in Case No. 14-M-0565 dated January 19, 2023.

#### B. Arrears Relief Program Surcharge

The Arrears Relief Program Surcharge is designed to recover the remaining program costs related to the arrears management plan and associated carrying charges after applying the allocated funds provided by the Utility Arrears Relief Program.

1. Applicability:  
The Arrears Relief Program Surcharge is applicable to all customers taking service under Service Classification Nos. 1, 3, 5, and 7.
2. Calculation:  
The surcharge shall be calculated by dividing the allocated costs for each service classification by the forecasted sales for the service classification. The amounts to be recovered shall be assessed carrying charges at the Company’s weighted pre-tax cost of capital. Costs associated with Phase 1 shall be recovered over a five-year period. Costs associated with Phase 2 shall be recovered over a three-and-a-half-year period.
3. Cost Allocation:  
The costs to be collected shall be allocated to each service classification consistent with the uncollectable cost allocation from the Company’s most recent cost of service study.
4. Cost Recovery:  
The surcharge shall be recovered from customers on a per therm basis.
5. Reconciliation:  
The surcharge collected from customers shall be subject to an annual reconciliation for any over- or under-collection at the end of the annual collection period, inclusive of carrying charges at the Company’s weighted pre-tax cost of capital, to be included in the balance for refund or recovery in the next annual period. The first Phase 2 reconciliation shall be calculated concurrently with the Phase 1 reconciliation and annually thereafter.
6. Billing and Statement:  
For purposes of billing, the surcharge shall be included in the Transition Charge.

An Arrears Relief Program Statement (“ARP”) setting forth the Arrears Relief Program Surcharge rates, for Phase 1 and Phase 2, shall be filed with the Public Service Commission on not less than 3-days’ notice. Such statement may be found at the end of this Schedule.