

## **GENERAL INFORMATION**

### **7. METERING AND BILLING**

#### **7.1 ACCESS TO CUSTOMER'S PREMISES**

- (A) The Company's authorized employees or agents shall have free access, at all reasonable times, to all meters, regardless of ownership, all Company property, and to all the wiring and equipment owned by the customer or anyone else, and installed on the customer's premises, for the purpose of inspecting or testing the same or to repair, change or remove any of the Company's property.
- (B) Except to the extent prevented by circumstances beyond its control, the Company shall conduct a field inspection as soon as reasonably possible and within 60 calendar days of the following:
  - (1) a request contained in a service application;
  - (2) a reasonable customer request;
  - (3) the issuance of a field inspection order in accordance with the Company's bill review program;
  - (4) notification from any reasonable source that service may not be correctly metered;
  - (5) a directive by the Commission or its authorized designee.
- (C) A non-residential customer who directly or indirectly prevents or hinders any duly authorized officer or agent of the Company from entering the building or location or from making an inspection or examination, at any reasonable time, may be billed a \$100 penalty charge for each such offense.

#### **7.2 IDENTIFICATION OF EMPLOYEES**

Company employees or agents authorized to enter upon its customers' premises are provided with photo-identification cards and written authorization which will be shown upon request. Customers are advised not to admit to their premises anyone claiming to represent the Company unless he can produce a proper identification card.

## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.3 METERS

Electricity supplied shall be measured (except as hereinafter provided) by meters furnished, installed and maintained by the Company or by a Meter Service Provider under Competitive Metering Services.

For all metering installations, the Company shall furnish and maintain any necessary current and/or potential transformers.

##### (A) Metered Service

Service rendered through each meter installed shall be subject to a separate minimum charge and all rate provisions of the Service Classifications applicable shall be applied separately to the service supplied through each meter. The above shall not, however, apply where the Company, for purposes of testing or on account of the special character of the installation, authorizes the installation of more than one meter for measuring service supplied to a customer under one rate classification.

##### (B) Unmetered Service

Where the customer's only utilization equipment has a total rated capacity of not more than 2 kW at any one location and is operated on a fixed schedule and has a definitely determinable demand, the Company may supply unmetered service at the applicable Service Classification rates and charges, upon the basis of the usage determined by the Company and endorsed upon the agreement for service. The customer shall give the Company advance notice in writing of any change in the utilization equipment or in use of service supplied on an unmetered basis. Unmetered service will not be supplied to any location where the customer is supplied with metered service. The Company reserves the right at any time to meter service previously supplied on an unmetered basis.

##### (C) Customer Meter Ownership

Customers taking service under Service Classification No. 9, Service Classification No. 22 or Rate 3 or Rate 4 of Service Classification No. 25 of this Schedule shall have the option of owning their meter provided such meter is of a type approved by the Commission for the intended application. The customer may purchase a meter, a type which is approved by the Commission for said application, from either the Company or a third party. The Company will install all customer-owned meters at the customer's expense.

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## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.3 METERS (Continued)

##### (C) Customer Meter Ownership (Continued)

The cost of installation will include: (1) labor and material associated with meter installation, including removal of currently installed meter, if required; (2) shop testing and programming, and; (3) associated taxes payable by the Company. In addition, a customer who purchases a meter will pay the Company's cost, less accumulated depreciation, of the Company-owned meter being replaced.

At the Company's discretion, a customer may be required to provide a telephone line to allow remote meter access in which case the customer must provide and maintain the line at its expense. In the event the customer's phone line is not operational for any reason when the Company attempts to read the meter, the customer will be assessed \$50.00 on each monthly cycle billing date until the condition is corrected. The Company will issue an estimated bill of each billing cycle the telephone line is not operational unless the customer requests and pays the charge for an on-site meter reading.

The Company maintains all rights to a customer-owned meter as if it were a Company-owned meter concerning access, installation, removal, and maintenance. Policy guidelines for customer purchase and ownership of meters are found in the Company's Retail Access Plan.

Any eligible customer owning a meter will receive a monthly billing credit adjustment for the costs avoided by the Company as a result of the customer ownership of the meter. Such customer, or its designee, may install and maintain, at its own expense, the necessary ancillary equipment required to provide the Company read-only access to the meter.

The monthly bill credits for customer meter ownership are as follows:

<u>Service Type</u>	<u>Monthly Credit</u>
Primary	\$19.63
Substation	37.72
Transmission	51.55

## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.3 METERS (Continued)

##### (D) Competitive Metering Services

Competitive Metering Services are described in "New York Practices and Procedures for the Provision of Electric Metering in a Competitive Environment," ("the Meter Manual") as adopted by the Commission in Case Nos. 00-E-0165 and 94-E-0952, and as may be amended from time to time by the Commission. The Meter Manual is set forth in Addendum-MET of this Rate Schedule.

##### (1) Meter Service Provider/Meter Data Service Provider Eligibility Criteria

To provide Competitive Metering Services to customers, Meter Service Providers ("MSPs") and Meter Data Service Providers ("MDSPs") must have received a letter of eligibility from the State of New York Department of Public Service, and have executed a Competitive Metering Services Agreement with the Company.

An MSP or MDSP providing services to customers must comply with the applicable requirements, performance standards and regulations as set forth in the Metering Manual. The Metering Manual requires, among other things, that meters physically interface with the service end points of the company's distribution system and be capable of developing and supplying billing determinants in a manner and timeframe consistent with the requirements of the Company.

In locations where the Company has installed, or for new installations would have installed, interval metering (which provides the capability for hourly or other interval recordings of usage), an MSP metering installation must provide such interval data and the MDSP must provide such data to the Company, in an agreed-upon electronic format, at no cost.

Each MSP and MDSP offering Competitive Metering Services in the Company's service territory shall agree to indemnify, defend and save harmless the Company from and against any and all liabilities, losses, damages, costs, expenses, causes of action, suits, judgments and claims, including, but not limited to, reasonable attorneys' fees and the costs of investigation, (collectively "claims"), in connection with any action, suit or proceeding by or on behalf of any person, firm, corporation or other entity arising from, caused by or relating to the metering services and meter data services provided or to be provided by the MSP or MDSP.

## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.3 METERS (Continued)

##### (D) Competitive Metering Services (Continued)

###### (2) Customer Eligibility Criteria

Customers having a registered demand of 50 kW or greater in any two consecutive months in the most recent twelve months may obtain Competitive Metering Services.

###### (3) Applicability of Charges for Metering Services

A customer for whom an MSP provides the meter(s) will not be billed a Meter Ownership Charge that is applicable to customers for whom the Company furnishes the meter(s). A customer who obtains meter services from an MSP will not be billed a Meter Service Provider Charge that is applicable to all other customers. A customer who obtains meter data services from an MDSP will not be billed a Meter Data Service Provider Charge that is applicable to all other customers.

###### (4) Charges for Special Services

If an MSP requires access to a current or potential transformer, the charge will be \$20.00 for a Company visit.

## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.3 METERS (Continued)

##### (D) Competitive Metering Services (Continued)

##### (4) Charges for Special Services (Continued)

If scheduled work requires a Company visit and an ESCO or MSP fails to arrive within the agreed-upon time frame, the charge to the offending party will be \$20.00.

If an MSP does not repair or replace any unsafe, inoperative, or defective meter within its control within ten days, the Company may replace the meter with a Company-owned meter, and the MSP will be liable for all costs associated with the meter replacement upon the basis of cost to the Company, up to \$150.00.

If a meter test of an MSP-owned meter is requested, and the Company has the resources to perform such test, the charge to the party requesting the test will be based on the Company's actual cost. However, where the customer requests the test, the charge to the customer will not exceed \$50.00; the balance of such costs will be charged to the MSP.

If an MSP does not correct a meter data anomaly within thirty days, the Company may replace the meter with a Company Meter, and the MSP will be liable for all costs associated with the meter replacement upon the basis of cost to the Company, up to \$150.00.

If a Company visit is required when a customer switches to or from Competitive Metering Services, or when a customer switches between MSPs, the charge to the MSP will be \$20.00. Where customers switch between MSPs, the charge will be assessed to the new MSP.

If a customer switches from Competitive Metering Services, the owner of the existing meter and the Company may agree on one of the following alternatives: (a) the Company removes the meter at a charge of \$150.00 and returns the meter to the owner; (b) the owner abandons the meter in place, or (c) the owner resells the meter to the Company at a mutually agreed-on price.

## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.3 METERS (Continued)

##### (D) Competitive Metering Services (Continued)

##### (4) Charges for Special Services (Continued)

If a customer is switched from the Company's service to Competitive Metering Services, or is switched from its existing provider of Competitive Metering Services to a new provider, without the customer's authorization, the Company will charge the offending party all costs incurred by the Company.

If an MSP-owned meter must be removed by the Company to discontinue the Customer's service for nonpayment, the charge to the Customer will be \$150.00.

##### (E) Meter Upgrades

Customers under all Service Classifications may request a meter upgrade from the Company. Meter upgrades will be made at the customer's expense.

## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.4 METER READING

##### (A) Residential

- (1) The Company will endeavor to read all meters at regular monthly intervals as specified according to the appropriate rate classification.

If a customer or an ESCO requests the Company to obtain a meter reading on a day other than the scheduled meter read date, or a new customer's initial turn-on date, the requesting party will be charged a fee of \$20 per account per visit and will be responsible for assuring that the Company will be provided access to the meter. Requests for special meter readings must be made not less than ten calendar days in advance of the requested read date. Also, for any metering information or services requested that the Company does not provide, the Company will, at its sole discretion, provide the service or information at its cost.

- (2) When the Company is unable to gain access to a meter, a notice stating this fact and requesting the residential customer to phone in a reading within twenty-four hours will be left on the premises. If no response is received, the Company shall then estimate the consumption to be billed except that it shall limit the number of estimates to 4 consecutive monthly periods. When the four-month limit of consecutively estimated bills has been reached, the Company shall attempt to obtain an actual meter reading for the next billing period by requesting the customer to phone in the meter reading. The Company shall also attempt to obtain an actual meter reading by:
  - (a) making an appointment with the customer and/or such other person who controls access to the meter for the reading at a time other than during normal business hours;
  - (b) offering the customer and/or such other person who controls access to the meter, the opportunity to phone in meter readings;
  - (c) providing to the customer and/or such other person who controls access to the meter cards on which he or she may record the reading and mail it to the Company.



## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.4 METER READING (Continued)

##### (A) Residential (Continued)

- (3) If no actual meter reading is obtained after bills representing six months of estimated bills have been rendered to a residential customer, the Company shall send a letter to both the person who controls access to the meter and the residential customer, except that where the customer resides in a multiple dwelling (as defined in the Multiple Dwelling Law or the Multiple Residence Law) or in two-family dwelling that is known by the Company to contain residential units where service is provided through a single meter or meters, and the meter is not in the apartment, such letter shall be sent to the customer and such other person who controls access to the meter offering a special appointment for meter reading both during and outside the business hours. If the Company's records do not contain the address of such other person who controls access to the meter, the Company shall request that the customer furnish such information, if available.
- (4) If the Company receives no response after bills representing eight months of estimated bills have been rendered to a residential customer, the Company may send a notice advising the customer and/or such other person who controls access to the meter that if no appointment is made a charge of \$25.00 will be added to the next bill and each subsequent bill rendered to the person who controls and refuses to provide access to the meter.
- (5) If no response is received to the second appointment letter within two months of its mailing, the Company may apply for a court order to gain access to the meter. In the event that the Company intends to apply for such a court order, the Company shall so inform the party who is responsible for meter access by certified or registered letter. The letter shall inform the party that the purpose of obtaining such a court order shall be to permit the Company to gain access to the meter, at least annually, in order to inspect, read, replace or when appropriate, install a remote reading device or relocate the meter to preclude future estimated billing. The court costs, and the cost of the remote reading device or relocating the meter shall be paid for by the person who controls access to the meter.

## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.4 METER READING (Continued)

##### (A) Residential (Continued)

- (6) The Company shall be permitted to invoke the provisions prescribed in subsection (5) whenever a residential customer with a remote reading device or where the residential customer reads his own meter refuses access to the indoor meter for a period of one year.
- (7) Where the Company has submitted an estimated bill or bills to a residential customer that understate the amount owed by such customer, for the period when such estimated bills were rendered, by more than 50% or \$100, whichever is greater, the Company shall notify the customer in writing that he or she has the right to pay the difference between the estimated charges and the actual charges in regular monthly installments over a reasonable period that shall not be less than three months.
- (8) The consecutive estimate limitations shall not apply to seasonal customers. For seasonal and/or short-term customers, an actual meter reading shall be taken upon termination of service.

## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.4 METER READING (Continued)

##### (A) Residential (Continued)

- (9) When the Company disconnects or re-establishes electric service to the same seasonal customer at the same meter location within twelve months after re-establishment or disconnection of service, a charge will be made in addition to all other charges under this Schedule. The following charges shall apply:
  - (a) \$27.00 when the customer specifies disconnection or re-establishment of service during normal business hours and \$41.00 during other than normal business hours regardless of the time that service is actually re-established.
  - (b) When the same seasonal customer has more than one seasonal meter/account at the same location and requests the disconnection or reestablishment of all such meters at the same time by the Company, the first meter will be assessed the charges listed in (a) above. Any other meters will be assessed a charge of \$20.00 per meter when the customer specifies disconnection or re-establishment of service during normal business hours and \$30.00 during other than normal business hours regardless of the time that service is actually re-established.
  - (c) For purposes of this section, normal business hours are 8:00 a.m. to 4:00 p.m., local time, Monday through Friday, excluding holidays.
  - (d) A disconnection fee shall not apply to disconnections taking place due to a termination of service pursuant to Public Service Law §32.
  - (e) A disconnection fee shall not apply to the first disconnection of service requested by the customer.

## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.4 METER READING (Continued)

##### (B) Non-Residential

The Company shall read meters, except those served by Meter Data Service Providers ("MDSPs") as specified below. The Company shall not be obligated to perform meter reading, meter data translation, validation, editing and estimation for meters served by MDSPs, however, the Company may render estimated bills under the conditions described below. MDSPs must provide meter reading data, billing determinants and interval data, where applicable, in a time frame consistent with the requirements of the Company.

- (1) The Company shall endeavor to obtain an actual reading for every non-residential customer's account, except those served by MDSPs, as follows:
  - (a) The Company shall visit each non-residential customer's premises on a monthly basis between the hours of 8 a.m. and 5 p.m. on a business day;
  - (b) for non-demand accounts, where circumstances beyond the Company's control prevent it from making a regularly scheduled reading attempt and where the two previous bills were not based on an actual reading, the Company shall make a second follow-up reading attempt as soon as possible and within seven calendar days after the scheduled reading day;
  - (c) for demand accounts, where the Company did not obtain an actual reading at the time of a regularly scheduled reading attempt, the Company shall make another reading attempt as soon as possible and within seven days after its last attempt;
  - (d) where the Company has billed a non-residential customer's account based on the readings of a remote registration device for six consecutive months, the Company shall, at the time of every subsequent reading attempt and, until successful, try to gain access to and read the meter;
  - (e) where the Company has billed a non-residential customer's account based on the customer's readings for six consecutive months, and did not obtain an actual reading at the time of the next regularly scheduled or follow-up reading attempt thereafter, the Company shall within seven calendar days after the last attempt, either make another reading attempt or an appointment with the customer to read the meter;

## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.4 METER READING (Continued)

##### (B) Non-Residential (Continued)

##### (1) (Continued)

(f) If a customer or an ESCO requests the Company to obtain a meter reading on a day other than the scheduled meter read date, or the customer's initial turn-on date, the requesting party will be charged a fee of \$20 per account per visit and will be responsible for assuring that the Company will be provided access to the meter. Requests for special meter readings must be made not less than ten calendar days in advance of the requested read date. Also, for any metering information or services requested that the Company does not provide, the Company will, at its sole discretion, provide the service or information at its cost.

##### (2) The Company may only render an estimated bill when:

- (a) the Company has failed to obtain access to the meter(s);
- (b) circumstances beyond the Company's control make obtaining an actual reading of the meter(s) extremely difficult despite having access to the meter area, provided, however, that such estimated bills may be rendered no more than twice consecutively without advising the non-residential customer in writing of the specific circumstances and the customer's obligation to correct said circumstances;
- (c) the Company has good cause for believing that an actual or a customer reading is likely to be erroneous, provided, however, that estimated bills for this reason may be rendered no more than twice consecutively without the Company initiating corrective action;

## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.4 METER READING (Continued)

##### (B) Non-Residential (Continued)

##### (2) (Continued)

- (d) circumstances beyond the Company's control prevent a premises visit;
  - (e) an actual reading was lost or destroyed, provided, however, that an estimated bill for this reason shall be rendered no more than once without the Company initiating corrective action;
  - (f) the Commission has authorized or prescribed an estimated reading;
  - (g) an estimated reading is the approved billing method in accordance with the Company's tariff;
  - (h) an unmetered condition existed during the period;
  - (i) the Company has not received an actual reading of a meter served by a Meter Data Service Provider in a timely manner; or
  - (j) when an estimated or actual reading of a meter served by a Meter Data Service Provider appears to be erroneous.
- (3) Except for meters served by Meter Data Service Providers, the Company shall begin providing no access notices, commencing with:
- (a) the second consecutive estimated bill in the case of accounts billed for demand;
  - (b) the fourth consecutive estimated bill in the case of accounts not billed for demand; or
  - (c) the tenth consecutive estimated bill in the case of accounts using a remote registration device or a customer reading.

## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.4 METER READING (Continued)

##### (B) Non-Residential (Continued)

- (4) The no access notices and charges shall be directed only to the access controller. In the case where the access controller is not the customer of the subject account, a copy of these no access notices shall also be sent to the customer.
- (5) The series of no access notices shall be as follows:
  - (a) the first notice shall advise the access controller that unless access to the non-residential customer's meter is provided on the next meter reading date or a special appointment to read the meter is made and kept prior to that date, a no access charge will be added to the next bill and to every bill thereafter until access is provided. Where the access controller is not the customer of the subject account, the notice shall identify the non-residential customer and state that the access controller has not provided non-residential access to the customer's meter as required. The notice shall advise the Access Controller that the Company will arrange a special appointment for a reading of the customer's meter if the Access Controller calls the specified telephone number;
  - (b) the second notice shall advise that an access charge has been added to the access controller's bill and that unless access to the non-residential customer's meter is provided on the next meter reading date or a special appointment to read the meter is made and kept prior to that date, another access charge will be added to the bill. The notice shall further explain that if service can be physically terminated without obtaining access, steps to terminate will soon follow and in the event that service cannot be physically terminated, steps to obtain a court order obtaining access to the customer's meter will follow. The notice shall advise the access controller that the Company will arrange a special appointment for a reading of the customer's meter if the access controller calls the specified telephone number;
  - (c) third and each successive notice shall state that a no access charge has been added to the access controller's bill and shall be accompanied by a final notice of termination for non access, if service can be terminated without obtaining access. In any case where service cannot be physically terminated without obtaining access, the notice shall advise the access controller that the Company is seeking to obtain a court order to gain access to the non-residential customer's meter.

## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.4 METER READING (Continued)

##### (B) Non-Residential (Continued)

##### (5) (Continued)

(d) The no access charge referred to in paragraphs (a), (b), and (c) above shall be \$100.

(6) When the Company disconnects or re-establishes electric service to the same seasonal customer at the same meter location within twelve months after re-establishment or disconnection of service, a charge will be made in addition to all other charges under this Schedule. The following charges shall apply:

(a) \$27.00 when the customer specifies disconnection or re-establishment of service during normal business hours and \$41.00 during other than normal business hours regardless of the time that service is actually re-established.

(b) When the same seasonal customer has more than one seasonal meter/account at the same location and requests the disconnection or reestablishment of all such meters at the same time by the Company, the first meter will be assessed the charges listed in (a) above. Any other meters will be assessed a charge of \$20.00 per meter when the customer specifies disconnection or re-establishment of service during normal business hours and \$30.00 during other than normal business hours regardless of the time that service is actually re-established.

(c) For purposes of this section, normal business hours are 8:00 a.m. to 4:00 p.m., local time, Monday through Friday, excluding holidays.

(d) A disconnection fee shall not apply to disconnections taking place due to a termination of service pursuant to Public Service Law §32.

(e) A disconnection fee shall not apply to the first disconnection of service requested by the customer.



## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.5 RENDERING OF BILLS

##### (A) Rules Applicable to All Customers

- (1) Rates and charges are stated on a monthly basis as set forth in the Service Classifications. For billing purposes a monthly period will be considered as 26 – 34 days. In determining the charges for billing periods other than a monthly period, the rates, as stated in the Service Classification, are prorated on the basis of thirtieths of a month.
- (2) When in accordance with the provisions in Section 7.4, the Company is unable to obtain meter readings on regular reading dates, bills are rendered (a) on readings by customers if said readings are received 24 hours after the date shown on the meter indexing cards left on the customer's premises, or (b) on estimated readings. Amounts billed on the basis of such estimates are subject to adjustment in accordance with the next meter readings obtained by the Company.
- (3) The Company shall explain any billing corrections to customers under the Commission's jurisdiction and furnish customers with the reasons for any cancellations and subsequent rebillings caused by estimated readings.
- (4) In case any meter for any reason fails to register the full usage of the customer for any period of time, and/or where circumstances indicate that the meters or service wires have been tampered with or service otherwise improperly obtained, the usage of service by the customer may be estimated by the company on the basis of the best available relevant factors and the customer billed accordingly.
- (5) Bills rendered to residential customers are due on presentment or three days after mailing.
- (6) The Company shall send each residential customer who lives in multi-family housing an annual notice informing him or her that no tenant may be billed for electric service or disconnected for failure to pay for electric service which is not used to provide service within the tenant's apartment, if the tenant has not consented to pay for such usage.

## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.5 RENDERING OF BILLS (Continued)

##### (B) Retail Access Customer Billing Options

##### (1) Customer Choice of Billing Option

A customer participating in the Company's Retail Access Program may choose one of the following billing methods by purchasing electric power supply from an ESCO that offers one or more of these options:

**Utility Single Bill:** a consolidated bill rendered by the Company for electric power supply and/or gas supply provided by an ESCO and delivery and other services provided by the Company ("Company Services");

**ESCO Single Bill:** a consolidated bill rendered by an ESCO for Company Services and the electric power supply and/or gas supply provided by the ESCO;

**Two Separate Bills:** separate bills rendered by an ESCO and by the Company.

All ESCO's participating in the Company's Retail Access Program are eligible to provide consolidated billing service to their customers and/or other participating ESCOs. In addition to fulfilling the eligibility requirements set forth in Service Classification No. 24, to be a participating ESCO in the Company Retail Access Program, an ESCO wishing to offer billing and payment processing services must execute a Billing Services Agreement with the Company and must comply with the billing and payment processing practices set forth in the UBP.

## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.5 RENDERING OF BILLS (Continued)

##### (B) Retail Access Customer Billing Options (Continued)

##### (1) Customer Choice of Billing Option (Continued)

Customers receiving both electric and gas services from the Company ("dual-service customers") may elect different ESCOs to provide their electric and gas supply requirements. A customer may elect to receive a single bill from the Company or one of the ESCOs designated as the billing party by the customer, if the ESCOs mutually agree to the billing option chosen. If the ESCOs do not agree on the billing option, or if the customer chooses to receive separate bills for each service, upon the ESCO's request and payment of the Account Separation Fee, the dual-service account will be separated into separate accounts in accordance with Special Provision B of Service Classification No. 24.

For Utility Single Bills or ESCO Single Bills issued on or after February 3, 2004, customer payments shall be allocated and prorated in accordance with the UBP and with the Home Energy Fair Practices Act (Public Service Law, Article 2) and applicable orders of the Commission.

## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.5 RENDERING OF BILLS (Continued)

##### (B) Retail Access Customer Billing Options (Continued)

##### (2) Utility Single Billing Service

An ESCO requesting that its charges be included on a Utility Single Bill must execute the Company's Consolidated Billing and Assignment Agreement.

Under Utility Single Billing Service, the Company shall purchase the ESCO's receivables. That is, the ESCO assigns to the Company its rights in all amounts due from all of its customers participating in the Company's Retail Access Program and receiving a Utility Single Bill. By the 20th of each month (or the next business day if the 20th falls on a Saturday, Sunday, or public holiday), the Company shall remit to the ESCO all undisputed ESCO charges billed to its customers in the previous calendar month, reduced by the Purchase of Receivables ("POR") Discount Percentage as described below.

The POR Discount Percentage shall consist of an Uncollectibles Percentage, a Risk Factor and a Credit and Collections component. The Uncollectibles Percentage shall be set annually, effective each November 1, based on the Company's actual uncollectibles experience applicable to all gas and electric POR-eligible customers for the twelve month period ended the previous June 30. The Risk Factor shall also be reset each November 1, and shall be equal to 20 percent of the Uncollectibles Percentage. The Credit and Collections Component will be set annually, effective each November 1, and will be determined by dividing the Company's credit and collection expenses attributable to retail access customers whose ESCOs participate in the Company's POR program by the estimated electric supply costs to be billed on behalf of ESCOs through the POR program. The POR Discount Percentage effective November 1, 2015 is 1.213% percent.

The Company will collect and process customers' payments and perform collection activities in accordance with the Home Energy Fair Practices Act.

To be effective for the next cycle bill issued to the customer, at least 15 calendar days prior to a customer's scheduled meter read date, the ESCO will provide the Company a rate per kWh (\$/kWh) to be charged each of its customers for electric power supply. Rates must include any applicable gross receipts taxes or

## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.5 RENDERING OF BILLS (Continued)

##### (B) Retail Access Customer Billing Options (Continued)

##### (2) Utility Single Billing Service (Continued)

other taxes imposed on the ESCO and not required by law to be separately stated. The Company will calculate and identify the sales and use taxes associated with the ESCO charges in accordance with customer-specific tax status information provided by the ESCO and remit such amounts to the ESCO net of the POR discount and such other amounts as set forth in the Company's Consolidated Billing and Assignment Agreement. The ESCO may charge a different price per kWh for each of its customers. The customer shall be billed one rate per billing cycle and such rate will be used for billing purposes for the next bill issued to the customer and every bill thereafter until changed by the ESCO.

ESCO Billing Cost: The Company's charge for its billing service is \$1.02 per Utility Single Bill per monthly billing cycle. This same charge applies whether the Company issues a Utility Single Bill for electric service only or both electric and gas services for a single ESCO. The Company will "net" or offset its remittance payments to the ESCO by the amounts due the Company for billing service charges due from the ESCO. If there is one ESCO for electric service and another ESCO for gas service on a dual service customer's account, the Company will charge each ESCO one-half of the applicable charge.

If an ESCO requests that a Utility Single Bill include an insert required by statute, regulation, or Commission order, and such insert exceeds one-half ounce, the Company will charge the ESCO for incremental postage.

##### (C) Customer Billing and Payment Processing Charge

A Billing and Payment Processing Charge of \$1.02 per billing cycle shall be assessed on all Full Service Customers and Retail Access Customers electing the Two Separate Bills billing option under General Information Section No. 7. This charge shall be applied only once to a dual service customer bill.

## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.6 LATE PAYMENT CHARGE

- (A) The Company may impose a continuing late payment charge at the rate of one and one-half percent (1 1/2%) per month to the accounts of all customers except state agencies, on:
- (1) the balance of any bill for service, including budget bills and any unpaid late payment charge amounts applied to previous bills, which bill is not paid by 12:01 a.m. local time 24 calendar days after the Billing Date;
  - (2) the amount billed for service used that was previously unbilled because service was being provided through tampered equipment, provided the Company can demonstrate either that the condition commenced since the customer initiated service or that the customer knew or reasonably should have known the original billing was incorrect; and
  - (3) the balance due under a deferred payment agreement except as defined in 7.11(B)(2)(b).
- (B) Notwithstanding the foregoing, the Company reserves the right to discontinue service in accordance with the provisions elsewhere in this tariff and/or to take any other action permitted by law with respect to any customer who fails to make full and timely payment of all amounts due the Company, including amounts due for late payment charges hereunder.
- (C) Late payment charges to state agencies will be rendered in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984, eff. July 1, 1984).
- (D) For residential customers, a late payment charge will not be assessed on any amounts subject to a deferred payment agreement except for deferred payment agreement installment payments included in a customer's current bill when the current bill is past due. For the purpose of this section, a customer's current bill shall include current charges for service plus any installment payment amount as contained in General Information Section No. 7.11.
- (E) During the period from January 1, 1991 through December 31, 1991, the residential late payment charge will be automatically waived the first time a customer has a balance that remains unpaid 25 days after the billing date.

## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.7 DISHONORED PAYMENTS

Should the Company receive a negotiable instrument from an applicant or customer in payment of any bill, charge or deposit due, and such instrument be subsequently dishonored or be uncollectible for any reason, the Company shall charge the applicant or customer a handling charge of \$3.50 plus any amounts the Company was required to pay its bank for handling such instrument.

#### 7.8 CHANGE OF RATE

- (A) Service Classifications and Rules and Regulations under which customers are served are subject to such changes as may be lawfully made.
- (B) Whenever a rate change becomes effective during a billing period, the superseded rate shall apply to the portion of the customer's usage prior to the effective date of the change and the new rate shall apply to the portion of the usage on and after that date, unless a particular service classification specifies otherwise. In determining the usages to which the superseded and new rates apply the total usage during the billing period shall be prorated in proportion to the length of the period before the effective date of the rate change and the length of the period on and after its effective date computed to the nearest date. In determining the charges for these usages the monthly rates and charges stated in the Service Classifications shall be similarly prorated in proportion to the length of the periods in which the superseded and new rates apply.

#### 7.9 BUDGET BILLING

- (A) Residential, Condominium Associations, Cooperative Housing Corporations
  - (1) Residential Customers and customers who are a condominium association or a cooperative housing corporation, (hereinafter referred to in this subsection collectively as the "customer"), unless otherwise prohibited, may elect to pay for service taken in accordance with the following provisions:
    - (a) The customer will make equal monthly payments during the Budget Year, as defined in subsection (b) below, based on the Company's estimate of the customer's total cost for the Budget Year; and

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**GENERAL INFORMATION**

**7. METERING AND BILLING (Continued)**

7.9 BUDGET BILLING (Continued)

(A) Residential, Condominium Associations, Cooperative Housing Corporations (Continued)

- (1) (Continued)
  - (b) If at the end of the Budget Year, the amount paid by the customer is less than the amount due for actual service rendered, the balance shall be billed to and payable by the customer during the next six monthly billing periods.
  - (c) If, at the end of the Budget Year, the amount paid by the customer is greater than the amount due for actual service rendered, the Company shall apply a credit to the customer's account equal to the amount overpaid or, at the customer's request, shall refund an amount equal to the overpayment.
- (2) The Budget Year will be the twelve-month period beginning with the billing month the customer initially enrolls in budget billing.
- (3) Customers may elect budget billing at any time.
- (4) The Company shall periodically review the customer's billing histories during the Budget Year and based on such reviews may change the budget amount to minimize the potential for substantial over or under payments for the Budget Year.
- (5) Customers who take both gas and electric service may elect budget billing for either service and regular billing for the remaining service or may elect budget billing for both services.
- (6) Should a customer fail to make a monthly budget payment when due, the Company shall have the right to cancel the budget billing plan. Upon cancellation, any overpayment will be credited to the customer's account and any deficiency shall be due and payable.



## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.9 BUDGET BILLING (Continued)

##### (B) Non-Residential

- (1) The Company shall annually offer a budget billing plan to all its non-residential customers except:
  - (a) non-residential customers who have less than 12 months of billing history at the premises;
  - (b) seasonal, short-term or temporary customers;
  - (c) customers who have arrears;
  - (d) interruptible, temperature-controlled, or dual fuel customers;
  - (e) non-residential customers who cease being billed on a previous budget billing plan before the end of the budget year in the past 24 months; or
  - (f) non-residential customers whose pattern of consumption is not sufficiently predictable to be estimated on an annual basis with any reasonable degree of certainty.
- (2) Any non-residential customer who elects the budget billing plan shall pay for service in accordance with the following provisions:
  - (a) the non-residential customer will make equal monthly payments during the Budget Year, as defined in subsection (4) below, based on the Company's estimate of the non-residential customer's total cost for the Budget Year;

## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.9 BUDGET BILLING (Continued)

##### (B) Non-Residential (Continued)

##### (2) (Continued)

- (b) if, at the end of the Budget Year, the amount paid by the non-residential customer is less than the amount due for actual service rendered, the balance shall be billed to and payable by the non-residential customer during the first month following the Budget Year;
  - (c) if, at the end of the Budget Year, the amount paid by the non-residential customer is greater than the amount due for actual service rendered, the Company shall apply a credit to the customer's account equal to no more than the levelized payment or estimated amount of the next cycle bill, and shall issue a refund check for any balance within 30 calendar days of the rendering of the final levelized settlement bill.
- (3) The Company shall review a non-residential customer's billing history during the Budget Year and, based on such reviews, may change the budget amount to minimize the potential for substantial over or underpayments for the Budget Year.
  - (4) The Budget Year shall be a 12 month period and shall not begin at a time of year when either the non-residential customer or the Company will be subject to any undue economic disadvantage.
  - (5) A non-residential customer may request that the Company remove the customer from the budget billing plan and reinstate regular billing at any time, in which case the Company shall render a final levelized settlement bill.
  - (6) The Company may only remove a non-residential customer from its budget billing plan if the customer becomes ineligible under subsection (B)(1) above. If delinquency, as defined in subsection 3.2(B)(1)(c) is the cause of the non-residential customer's ineligibility, the Company need only provide the customer with an opportunity to become current in payment once in any 12 month period.

## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.10 QUARTERLY PAYMENT PLAN

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

#### 7.11 DEFERRED PAYMENT AGREEMENT

##### (A) Residential

- (1) Any residential customer or applicant is eligible for a deferred payment agreement with specific terms as required by 16 NYCRR 11.10 on the form set forth in this schedule, unless;
  - (a) the customer has broken an existing payment agreement which required payment over a period equal to or longer than the Standard Agreement described below; or,
  - (b) the Public Service Commission has determined that the customer or applicant has the resources to pay the bill.
- (2) A specific written offer will be made to eligible customers before the date of any threatened disconnection of service:
  - (a) where payment of outstanding charges is a requirement for reconnection or acceptance of an application for service, and;
  - (b) when a customer has broken an agreement that was for a shorter period than the Standard Agreement.

## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.11 DEFERRED PAYMENT AGREEMENT (Continued)

##### (A) Residential (Continued)

- (3) Negotiated Agreements: Before making a specific written offer, the Company will make a reasonable effort to contact eligible customers or applicants in order to negotiate agreement terms that are fair and equitable considering the customer's financial circumstances. The Company may, at its discretion, require the customer to complete a form showing his or her assets, income and expenses and provide reasonable substantiation of such information, and if it does so, shall treat all such information confidentially. The Company also may postpone a scheduled disconnection for up to 10 days for the purpose of negotiating an agreement.
- (4) The Standard Agreement: If the Company and the customer or applicant are unable to agree upon specific terms, the Company will offer an agreement with the following terms:
  - (a) a downpayment up to 15 percent of the amount covered by the payment agreement or the cost of one-half of one month's average usage, whichever is greater, or if the amount covered by the agreement is less than one-half of one month's average usage, 50 percent of such amount; and,
  - (b) monthly installments up to the cost of one-half of one month's average use or one-tenth of the balance, whichever is greater.
- (5) A copy of the written agreement must be signed by the customer and returned to the Company in order to be valid and enforceable. In the case of customers who are subject to a Final Disconnect Notice, the signed agreement must be returned to the Company by the day before the earliest date of termination as indicated on the agreement form in order to avoid disconnection. If the agreement is not signed and returned as required, the Company will proceed with the disconnection of service.

## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.11 DEFERRED PAYMENT AGREEMENT (Continued)

##### (A) Residential (Continued)

- (6) Renegotiating Agreements: If a customer or applicant demonstrates that his or her financial circumstances have changed significantly because of circumstances beyond his or her control, the Company will amend or renegotiate the terms of the agreement to reflect such changes.
- (7) Broken Agreements: If a customer fails to make timely payment of installments in accordance with a payment agreement, the Company will send a reminder notice before sending a Final Disconnect Notice. If a customer fails to pay an installment by the 20th day after payment was due and has not negotiated a new agreement, the Company will demand full payment and send a Final Disconnect Notice in accordance with 16 NYCRR 11.4 and 11.10 of the Regulations and General Information Section No. 11 of this Tariff.

##### (B) Non-Residential

- (1) Any non-residential customer is eligible for a deferred payment agreement except the following:
  - (a) a non-residential customer who owes any amounts under a prior deferred payment agreement;
  - (b) a non-residential customer who failed to make timely payments under a prior deferred payment agreement in effect during-the previous 12 months;
  - (c) a non-residential customer that is a publicly held company, or a subsidiary thereof;
  - (d) a seasonal, short-term or temporary non-residential customer;

## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.11 DEFERRED PAYMENT AGREEMENT (Continued)

##### (B) Non-Residential (Continued)

##### (1) (Continued)

- (e) a non-residential customer who, during the previous 12 months, had a combined average monthly billed demand for all its accounts with the Company in excess of 20 KW, or who registered any single demand on any account in excess of 40 KW;
  - (f) a non-residential customer who the Company can demonstrate has the resources to pay the bill provided the customer is notified of the reasons and their right to have this determination reviewed by the Commission.
- (2) The Company shall provide eligible non-residential customers a written notice offering a deferred payment agreement at the following times:
- (a) not less than five calendar days prior to termination (eight days if mailed), provided the non-residential customer has been a customer for at least six months and the arrears on which a termination notice is based exceeds two months average billing; and
  - (b) when it renders a backbill, which exceeds the cost of twice the non-residential customer's average monthly usage or \$100, whichever is greater, provided, however, that the customer did not know or reasonably should not have known that the original billing was incorrect.
- (3) A deferred payment agreement:
- (a) shall obligate the non-residential customer to make timely payments of all current charges; and

## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.11 DEFERRED PAYMENT AGREEMENT (Continued)

##### (B) Non-Residential (Continued)

##### (3) (Continued)

- (b) may require a downpayment of up to 30 percent of the arrears on which the termination notice is based, or the cost of twice the non-residential customer's average monthly use, whichever is greater, plus the full amount of any charges billed after the issuance of the termination notice and past due by 20 days or more; or
- (c) in the event a field visit to terminate service has been made, a downpayment of up to 50 percent of the arrears on which an outstanding termination notice is based or the cost of four times the non-residential customer's average monthly usage, whichever is greater, may be required, as well as the full amount of any charges billed after the issuance of the termination notice and past due by 20 days or more; and
- (d) to pay the balance in monthly installments of up to the cost of the non-residential customer's average monthly use or one-sixth of the balance, whichever is greater; and
- (e) to pay late payment charges during the period of the agreement; and
- (f) to pay any required security deposit in three installments, 50 percent down and the balance in two consecutive monthly payments.
- (g) a non-residential deferred payment agreement may provide for a greater or lesser downpayment, a longer or shorter period of time, and payment on any schedule, if mutually agreed to by the non-residential customer and the Company.

## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.11 DEFERRED PAYMENT AGREEMENT (Continued)

##### (B) Non-Residential (Continued)

- (4) A non-residential deferred payment agreement relating to a backbill, may require the non-residential customer to pay the outstanding charges in monthly installments of up to the cost of one-half of the non-residential customer's average monthly use or one twenty-fourth of such charges, whichever is greater.
- (5) The first time a non-residential customer fails to make timely payment in accordance with a deferred payment agreement, the Company shall give the customer reasonable opportunity to keep the agreement in force by paying any amounts due under the agreement. Thereafter, if the non-residential customer fails to comply with the terms of the agreement, the Company may demand full payment of the total outstanding charges and commence disconnection of the account and send a final disconnect notice.

#### 7.12 INTEREST ON CUSTOMER OVERPAYMENTS

- (A) The Company shall provide interest on customer overpayments in accordance with 16 NYCRR 145.
- (B) A customer overpayment is defined as payment by the customer to the Company in excess of the correct charge for electric service supplied to the customer which was caused by erroneous billing by the Company.



## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.12 INTEREST ON CUSTOMER OVERPAYMENTS (Continued)

- (C) 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.
- (D) The Company shall be required to pay interest on any customer refunds that occurred on or after March 20, 1984, except where customer overpayments are refunded within 30 days after such overpayment is received by the Company.

#### 7.13 BACKBILLING

##### (A) Residential

- (1) The Company shall provide a written explanation to a residential customer of any charges not previously billed for service that was delivered to that customer during a period before the current billing cycle.
- (2) The Company shall not render a backbill to a residential customer more than six months after the original billing unless the failure to bill at said earlier time was not due to the neglect of the Company or was due to the residential customer's culpable conduct.
- (3) The Company shall not render a backbill to a residential customer after 12 months from the time the original bill was rendered unless:
  - (a) failure to bill correctly was caused by the residential customer's culpable conduct;
  - (b) failure to bill correctly was not due to the neglect of the Company.

## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.13 BACKBILLING (Continued)

##### (A) Residential (Continued)

##### (3) (Continued)

- (c) such adjustment is necessary to adjust a budget payment plan or levelized payment plan, as described in 16 NYCRR 11.10; or
  - (d) there is dispute between the Company and the residential customer concerning the charges for service during the 12 month period.
- (4) For any backbill of \$100 or more, the residential customer shall have the right to pay said backbill in regular monthly installments over a reasonable period that shall not be less than three months.
- (5) The Company shall not render a backbill to a residential customer after the expiration of 24 months from the time of the original bill, unless the residential customer's culpable conduct caused or contributed to the Company's failure to render a timely or accurate bill.

##### (B) Non-Residential

- (1) The Company shall provide a written explanation to non-residential customers of any charges not previously billed for service that was delivered to that customer during a period before the current billing cycle.
- (2) The Company shall not render a backbill more than six months after it became aware of the circumstance, error or condition that caused the underbilling, unless a court extends the time to render a backbill.
- (3) The Company shall not upwardly revise a backbill unless the first backbill explicitly reserves the right to do so, or the revised backbill is rendered within 12 months after the Company became aware of the circumstance, error or condition that caused the underbilling, and:

## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.13 BACKBILLING (Continued)

##### (B) Non-Residential (Continued)

##### (3) (Continued)

- (a) the non-residential customer knew or reasonably should have known that the original billing or the first backbill was incorrect; or
  - (b) new information shows that the original backbill was incorrect.
- (4) The Company shall render a downwardly revised backbill as soon as reasonably possible and within two months after the Company became aware that the backbill was excessive.
  - (5) The Company shall not render a backbill for any underbilling when the reason for the underbilling is apparent from the non-residential customer's service application, or could have been revealed in a service application and the Company failed to obtain and retain one.
  - (6) When the failure to bill at an earlier time was due to the Company's deficiency, the Company shall not bill a non-residential customer for service rendered more than 12 months before the Company actually became aware of the circumstance causing the underbilling, unless the Company can demonstrate that the non-residential customer knew or reasonably should have known that the original billing was incorrect.
  - (7) The Company shall not bill a non-residential customer for service rendered more than 24 months before the Company actually became aware of the circumstance, error or condition that caused the underbilling, unless the Company can demonstrate that the non-residential customer knew or reasonably should have known that the original billing was incorrect.

## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.13 BACKBILLING (Continued)

##### (B) Non-Residential (Continued)

- (8) No revised estimated demand shall exceed 95 percent of the subsequent actual demand, unless the Company has, along with the estimated demand bill, offered a special appointment to read the meter, and the non-residential customer failed to arrange and keep such appointment in which case the estimated demand may be revised up to the level of the subsequent actual demand.
- (9) The Company shall downwardly revise any estimated demand that exceeds the subsequent actual demand within 30 calendar days after such actual demand was obtained. The Company may only upwardly revise an estimated demand within 60 calendar days after the subsequent actual demand was obtained.
- (10) For any period when the customer obtained Competitive Metering Services, the Company's right to backbill will not be limited for meter-related conditions that arose or could reasonably have been discovered during that time.

#### 7.14 SHARED METERS

- (A) In accordance with 16 NYCRR Sections 11.30 through 11.39, and Section 52 of the Public Service Law, when a tenant's service meter also registers utility service use outside the tenant's dwelling, the tenant is not required to pay the charges for that service. The Company will establish an account in the owner's name for all service registered on the shared meter after that date and will rebill for past service in accordance with 16 NYCRR Part 11.34. A customer may request a copy of the entire rules governing shared meters from the Company's office.
- (B) "Shared Meter" means any meter that measures electric service provided to a tenant's dwelling and also measures service to other space outside that dwelling. "Service to other space" includes service to equipment, such as space-conditioning or water-heating equipment, operated for the benefit of common areas of the building or other dwelling units.

**P.S.C. NO. 3 ELECTRICITY**

**ORANGE AND ROCKLAND UTILITIES, INC.**

INITIAL EFFECTIVE DATE: November 1, 2015

Issued in compliance with Order in Case 14-E-0493 dated 10/16/2015.

LEAF: 106

REVISION: 3

SUPERSEDING REVISION: 1

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## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.15 LOW INCOME PROGRAM

Commencing November 1, 2015, any electric space heating customer receiving a grant under the Home Energy Assistance Program ("HEAP") shall receive a monthly bill credit of \$27.00, excluding applicable taxes. Any electric non-space heating customer receiving a grant under HEAP shall receive a monthly bill credit of \$18.00, excluding applicable taxes. In any month, should the monthly bill credit exceed the charges on the customer's bill, then the bill will be reduced to \$0.00 and any remaining credits will be carried over to the following month. The Company will commence posting the monthly bill credits to a customer's account within 60 days of receiving notification from the New York State Office of Temporary Disability Assistance (or its successor) of a customer's receipt of a HEAP grant.

## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.16 REACTIVE POWER DEMAND CHARGE

- (A) The Reactive Power Demand Charge is applicable to the following customers served under Service Classification Nos. 2, 3, 9, 15, 20, 21, 22, and 25:
- (1) a customer with a bill having a "from" date on or after October 1, 2010, (1) who takes service under Service Classification No. 9 or 22, or whose demand in any 2 months of the previous twelve month period ending September 30 is 1,000 kW or greater, (2) whose demand, in the case of a new customer, is expected to exceed 1,000 kW in any two months during the first year of service commencing between October 1, 2010 and September 30, 2011, or (3) with an induction generator having a total nameplate rating of 1,000 kW or greater;
  - (2) a customer with a bill having a "from" date on or after October 1, 2011, (1) who takes service under Service Classification No. 9 or 22, or whose demand in any 2 months of the previous twelve month period ending September 30 is 500 kW or greater, (2) whose demand, in the case of a new customer, is expected to exceed 500 kW in any two months during the first year of service commencing on or after October 1, 2011, or (3) with an induction generator having a total nameplate rating of 500 kW or greater;
  - (3) a customer with a bill having a "from" date on or after May 1, 2012, and each May 1 thereafter (1) who takes service under Service Classification No. 9 or 22, or whose demand in any 2 months of the previous twelve month period ending September 30 is 500 kW or greater, (2) whose demand, in the case of a new customer, is expected to exceed 500 kW in any two months during the first year of service, or (3) with an induction generator having a total nameplate rating of 500 kW or greater.
- (B) Once a customer is subject to the Reactive Power Demand Charge as described in (A)(1), (A)(2), and (A)(3) above, the Company shall conduct an annual review of the customer's demand to determine whether the customer shall remain subject to the Reactive Power Demand Charge. A customer who does not maintain a demand of at least 300 kW during the twelve-month period ending September 30 shall no longer be eligible for the Reactive Power Demand Charge commencing with the next bill having a "from" date on or after the following May 1. A customer taking service under Service Classification No. 9 or 22 who fails to maintain a demand of at least 1,000 kW during any two of the previous twelve months but chooses to continue to take service under Service Classification No. 9 or 22 will be assessed the Reactive Power Demand Charge.

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## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.16 REACTIVE POWER DEMAND CHARGE (Continued)

- (C) The billable Reactive Power Demand, in kVAr, shall be equal to the kVAr at the time of the highest 15-minute integrated kW demand recorded during the billing period less 1/3 of such kW demand; provided, however, that if this difference is less than zero, the billable Reactive Power Demand shall be zero.
- (D) The monthly Reactive Power Demand Charge shall be \$0.40 per kVAr of billable Reactive Power Demand.

#### 7.17 CONSUMER POLICIES RELATED TO PROLONGED OUTAGES

The following sets forth the policies established by the Commission's Order issued November 18, 2013, in Case 13-M-0061 regarding Prolonged Outages. A "Prolonged Outage" is defined as an outage resulting from an emergency in which electric customers are out of service for a continuous period exceeding three days and in which the 16 NYCRR Part 105 regulations governing utility outage preparation and system restoration performance reviews apply.

- (A) In the event of a Prolonged Outage, the Company shall apply credits to customer accounts as follows:
  - (1) The Company will automatically apply a credit to the account of any customer that the Company knows or reasonably believes was out of service for a period exceeding three days, and upon request, to the account of any customer that contacts the Company and credibly claims to have experienced an outage of such duration.
  - (2) The credit will be equal to the Customer Charge for the customer's Service Classification multiplied by the ratio of the number of days of the service outage (based on the average duration of the service outage in the geographic area(s), as appropriate) to 30 days. Exceptions include:

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## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.17 CONSUMER POLICIES RELATED TO PROLONGED OUTAGES (Continued)

(A) (Continued)

(2) (Continued)

- (a) For customers taking service under Special Provision B, Space Heating, of Service Classification No. 2, the credit will be based on the Customer Charge applicable to Service Classification No. 2 non-demand billed customers taking metered service.
  - (b) For customers taking service under Service Classification No. 5, the credit will be based on the Customer Charge applicable to Service Classification No. 16 Service Type C un-metered service.
- (3) The above credit will be applied to a customer's account no later than 75 days after the Company restores electric service

(B) Collection-related activities

- (1) All collection-related activities including terminations of service for non-payment and assessment of late payment charges, with the exception of issuance of service termination notices and assessment of security deposits, will be suspended for customers the Company knows or reasonably believes experienced a Prolonged Outage. The suspension will last for a minimum of seven calendar days from the beginning of a Prolonged Outage
- (2) If there is a Prolonged Outage in which additional protections are required, as determined by an Order of the Commission, the suspension will apply for a minimum of 14 days for residential customers located in the designated area. The 14-day suspension will also apply to any residential or non-residential customer who notifies the Company and provides evidence that his/her financial circumstances have changed as a result of the event.



## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.18 AMI AND AMR METER OPT OUT FEES

Any customer who requests that the transmitter of an AMI meter be disabled or requests an AMI or AMR meter be removed will be classified as having opted out of AMI or AMR metering and will be required to submit an application and agreement with the Company.

The Company will send written notification to residential customers at least 30 days prior to the date scheduled for installation of an AMI or AMR meter at the customer's premises. The letter will explain how the customer can opt out of receiving such meters. When an unscheduled replacement is made (e.g., replacement of a broken meter), the Company will leave written notification containing the same information at the customer's premises. Should a customer fill out the Company's AMI opt-out application within 30 days of being provided with the notification described above, such customer will neither be issued an AMI or AMR meter, nor pay the Company's proposed one-time meter change fee. In such a case, the customer would be allowed to keep its currently installed meter. If an AMI or AMR meter was already installed, it will be replaced with a standard non-communicating meter. Customers who elect to opt-out within the 30 day window will still be required to pay the monthly manual meter reading fees described below.

Customers who opt out of AMI or AMR metering will be subject to the following.

(A) Access to Premises

Customers who opt out of AMI or AMR metering must provide reasonable access for meter reading and meter maintenance. If the customer fails to provide access for two months in a twelve-month period, then the customer will be required to: (a) relocate their metering equipment to an external location, at the customer's expense; or (b) permit the Company to reinstall an AMI or AMR meter or enable the AMI meter transmitter feature. Customers will also be responsible to pay the no access charge described in General Information Section No. 7.4.

(B) Manual Meter Reading Fee

A monthly manual meter reading fee will apply to any customer who: (a) refuses to allow the Company to install either an AMI or AMR meter; (b) requests that the transmitter of an AMI meter be disabled; or (c) requests that an AMI or AMR meter be removed. Such fee will be \$15 for a customer who receives both electric and gas service from the Company, or \$10 for a customer who receives only electric service from the Company.

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## GENERAL INFORMATION

### 7. METERING AND BILLING (Continued)

#### 7.18 AMI AND AMR METER OPT OUT FEES (Continued)

##### (C) Meter Change-Out Fee

- (1) A one-time meter change fee will apply for a customer who requests the change-out of an AMI or AMR meter. Such fee will be \$90 for a customer who receives both electric and gas service from the Company, or \$45 for a customer who receives only electric service from the Company.
- (2) The meter change out fee is not applicable to an AMI electric meter that can have its transmitter disabled or enabled remotely.
- (3) A customer who elects to switch back to AMI or AMR metering after requesting the removal of such meter will be reassessed the meter change-out fee.