

**PENNSYLVANIA ELECTRIC COMPANY**

**SCHEDULE  
FOR  
ELECTRIC SERVICE**

**APPLICABLE  
IN  
WAVERLY DISTRICT**

**Issued: April 21, 2009**

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**Issued by: Anthony J. Alexander, President & CEO  
Reading, Pennsylvania 19612**

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**GENERAL INFORMATION**

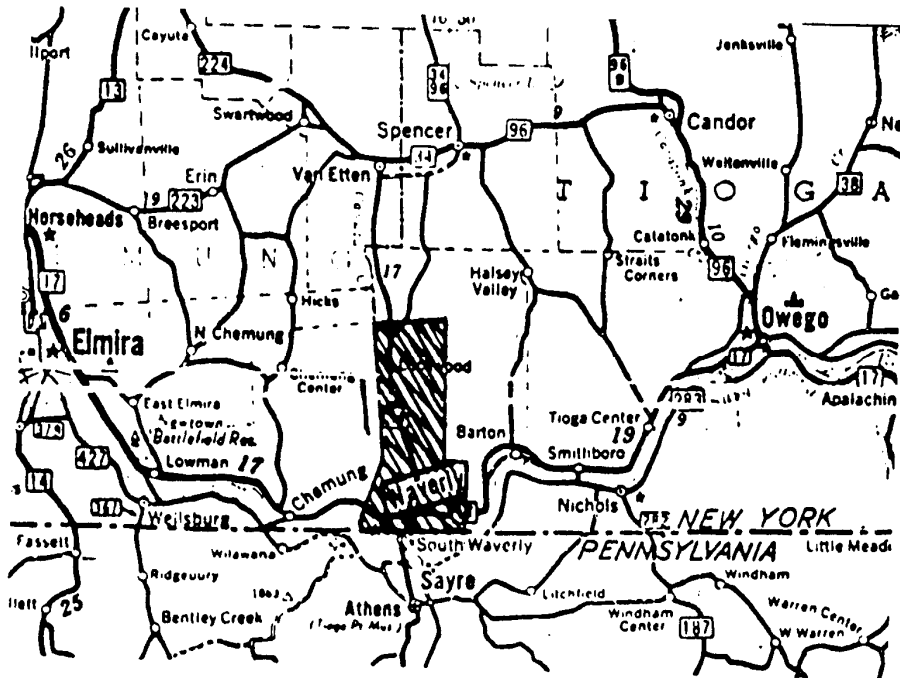
Territory to Which Schedule Applies:

TIOGA COUNTY

Village of Waverly

Town of Barton (western portion)

Map Showing Territory To Which Schedule Applies



## GENERAL INFORMATION

### 1. Filing and Posting of Tariff

A copy of this Tariff has been filed with the New York Public Service Commission and is posted and available for inspection at the Company's Pennsylvania offices that are open to the public. This Tariff may be revised, amended, supplemented or otherwise changed from time to time by the Company in accordance with prevailing Commission regulations.

This General Information, filed as a part of this Tariff, sets forth the conditions under which various services shall be supplied by the Company, unless specifically modified in a particular Service Classification in this Tariff or by a contract for electric service. Unless stated specifically otherwise, this Tariff shall apply throughout the Company's entire New York service area.

This Tariff applies to the Company's provision of Full Service, Delivery Service and various services that may be provided by the Company to ESCO's. The Company has an Energy Service Company Coordinator Manual which governs the relationship between the Company and ESCO's in connection with delivery of competitive energy supply to serve Customers. The Energy Service Company Coordinator Manual is available and open for inspection at the Pennsylvania offices of the Company and is available on the Company website. Regardless of the type of service provided to Customers, all electric energy shall be alternating current, sixty (60) hertz frequency at such standard nominal voltages and phases as may be available or specified by the Company from time to time. Electric service shall be delivered by the Company from overhead supply lines, except (i) in certain restricted areas where the Company elects to provide an underground network system of distribution and/or (ii) where other underground facilities are installed pursuant to specific provisions of this Tariff.

### 2. Service Classification Applicability

Both Full Service and/or Delivery Service (as defined below) shall be supplied by the Company in accordance with this Tariff.

**Delivery Service:** The provision of electric distribution and other services by the Company to Customers under this Tariff who purchase all of their electric supply (i.e., electric energy and transmission, or energy, capacity and transmission) from ESCOs.

## Rule 2 - Service Classification Applicability (continued)

**Delivery Service Customer** - A Customer who takes Delivery Service.

**Full Service:** The provision of Delivery Service and other services by the Company to Customers who purchase all of their electric supply (i.e., electric energy and transmission, or electric energy, capacity and transmission) from the Company under this Tariff.

**Full Service Customer** - A Customer who takes Full Service.

### 3. **Definition of Terms**

The following is a list of some of the most commonly used terms in this Tariff. All capitalized terms referenced in this Tariff shall be defined as set forth below or as otherwise defined in any particular Service Classification. In the event of a conflict between any of the definitions set forth below or those contained in a more specific provision of this Tariff, the definition contained in the more specific provision shall prevail.

**Advanced Meter** - A meter (i) capable of storing electric consumption data at specified time intervals of no greater than one-half hour and in conformance with applicable performance specifications, and (ii) capable of remote meter reading. Advanced Meters may be utilized for billing purposes for the retail access program.

**Applicant:**

**Residential Applicant:** Any person who requests service at a premises to be used as his or her residence or the residence of another person on whose behalf the person is requesting service, as defined in 16 NYCRR 11.2(a)(3), the Home Energy Fair Practices Act (HEFPA).

**Non-Residential Applicant:** A person, corporation or other entity requesting service from the Company who is not a Residential Applicant as defined in 16 NYCRR 11.2(a)(3).

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

## Rule 3 - Definition of Terms (continued)

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

**Arrears** - Charges for which payment has not been made by the Customer more than twenty (20) calendar days after payment was due.

**Collective Billing** - A service whereby the Company shall add together the charges for multiple accounts and provide the Customer with a single bill.

**Combined Billing** - The aggregation of the billing determinants of two or more meters of the same Customer at the same location for billing purposes.

**Commission** - The New York Public Service Commission or any lawful successor thereto.

**Company** - Pennsylvania Electric Company, doing business as GPU Energy.

**Connected Load** - The sum of the horsepower, kilowatts or kilovolt ampere ratings of all the devices located on a Customer's premises which are connected to the Company's electric system, or which can be connected simultaneously by the insertion of fuses or by the closing of a switch. The manufacturer's nameplate rating may be used to determine the input rating of a particular device. In the absence of such manufacturer's rating, or whenever a Company test indicates improper rating of a device, the rating shall be determined on the basis of the kilovolt-amperes required for its operation.

**Contract Demand** - The capacity required for operation of an Applicant's / Customer's equipment, as stated in any application or contract for service.

**Customer:**

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

Non-Residential Customer: A person, corporation or other entity receiving service who is not a Residential Customer as defined in 16 NYCRR 11.2(a)(3).

## Rule 3 - Definition of Terms (continued)

**Customer Charge** - A charge designed to recover the costs the Company incurs in billing a Customer's account and providing other necessary services.

**Deferred Payment Agreement or Plan** - A written agreement for the payment of outstanding charges over a specified period of time which must be signed by the Company and the Customer, and each must receive a copy before it becomes enforceable by either party.

**Delivery Service Charge** - A charge that includes the Customer Charge and Distribution Charge.

**Demand** - The rate of use of energy during a specified time interval, expressed in kilowatts or reactive kilovolt-amperes.

**Distribution Charge** - A charge designed to recover the costs the Company incurs in using its distribution system or local wires to deliver electricity to a Customer and the costs associated with non-utility generation.

**Energy Services Company (ESCO)** - A supplier of electric generation that has been certified or licensed by the New York Public Service Commission to sell electricity to retail Customers within the State of New York and is certified as a load serving entity in accordance with the applicable PJM rules.

**Full Service Charge** - A charge that includes the Customer Charge, Distribution Charge, Generation Charge and Transmission Charge.

**Generation Charge** - A charge designed to recover the cost of producing or procuring electricity.

**KVA**, kilovolt-ampere - 1,000 volt-amperes.

**KVAH**, kilovolt-ampere-hour - 1,000 volt-amperes for one (1) hour.

**KVAR**, kilovar - 1,000 volt-amperes reactive.

**KVARH**, kilovar-hour - 1,000 volt-amperes reactive for one (1) hour.

## Rule 3 - Definition of Terms (continued)

**KW**, kilowatt - 1,000 watts.

**KWH**, kilowatt-hour - 1,000 watts for one (1) hour.

**Levelized Payment Plan or Levelized Billing** - A billing plan designed to reduce fluctuations in a Customer's bill payments due to varying, but predictable, patterns of consumption.

**Line Extension** - The extension of the Company's distribution system from the nearest suitable and available distribution line to the electric service line which shall provide electric service to the Customer.

**Market Supply Charge** - A charge calculated in accordance with Rider B- Market-Based Generation Rates.

**Non-Utility Generation Charge** - a charge calculated in accordance with Rider C, Non-Utility Generation Cost Adjustment Clause, which recovers above market costs for non-utility generation.

**PJM** - PJM Interconnection, L.L.C. or any lawful successor thereto.

**Point of Delivery** - The location at which the Company's service connection terminates and the Customer's wiring and installation begins.

**Power Factor** - The ratio of the watts to the volt-amperes.

**Primary Voltage** - Voltage greater than 600 volts.

**Secondary Voltage** - Voltage of 600 volts or less.

**Service:**

Residential Service - Any Full Service or Delivery Service provided from time to time by the Company under this Tariff to Residential Customers, subject to any such modifications as may be set forth in the Service Classifications.

Non-Residential Service - Any Full Service and Delivery Service provided from time to time by the Company under this Tariff to Non-Residential Customers.

## Rule 3 - Definition of Terms (continued)

**Service Classification** - The specific set of terms and conditions (including prices) applicable to Customers.

**Surcharge** - A charge payable by the Customer to the Company in addition to the charge for electricity under the applicable Service Classification.

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

**Tariff** - This document, including, but not limited to, the Rules, Regulations, Service Classifications and Riders contained herein as filed with and approved by the Commission from time to time.

**Transmission Charge** - A charge for transporting electric energy in bulk from the generating facility to the distribution or local wires system.

**Transmission Voltage** - Voltage equal to or greater than 34,500 volts delta.

#### 4. Applications / Contracts

##### **General Rule**

All Applicants desiring any type of service from the Company under this Tariff shall contact the Company and specifically request the type and nature of service. In any circumstance where an application to the Company for any service under this Tariff involves or is related to an ESCO, such application cannot and shall not be processed by the Company unless the Applicant's ESCO provides the necessary information relating to service. Upon the receipt of electric service, the Applicant shall become a Customer of the Company. The Customer shall inform the Company in advance of any proposed additions to (or decreases in) the Customer's connected electrical load.

The minimum term of contracts for any type of electric service under this Tariff shall be as stated in the applicable Service Classification(s).

## Rule 4 - Applications / Contracts (continued)

**A. Residential Customers**

All applications/contracts for electric service shall be administered in accordance with the Commission's prevailing regulations at 16 NYCRR § 11.3 (for Residential Customers).

Whenever a written application for Residential Service is required, the Company shall notify the Applicant as soon as practicable after the request for service is made, and in no event more than two (2) business days after such a request, and shall state the basis for requiring a written application. A written application may require the submission of information required in an oral application and reasonable proof of the Applicant's identity and responsibility for service at the premises to be served. A written application containing the required information shall be deemed completed when received by the Company. A copy of the written Application for Electric Service - Residential is shown in Rule 31 as Form #1.

The Company shall not be obligated to provide service to an Applicant who owes the Company money for Residential Service provided to a prior account in his or her name unless: (i) the Applicant makes full payment for Residential Service provided to any such prior account in his or her name; (ii) the Applicant agrees to make payments under a deferred payment plan of any amounts due for service to a prior account in his or her name; (iii) the Applicant has pending a billing dispute with respect to any amounts due for service to a prior account in his or her name and has paid any amounts required to be paid; (iv) the Applicant is a recipient of, or an Applicant for, public assistance, supplemental security income benefits or additional state payments pursuant to the Social Services Law, and the Company receives from an official of the social services district in which the Applicant resides, or is notified by such an official that the Applicant is entitled to receive payment for services due to a prior account in the Applicant's name together with a guarantee of future payments to the extent authorized by the Social Services Law; or (v) the Commission or its authorized designee directs the provision of service. The Company shall not be obligated to provide seasonal or short-term service to an Applicant who fails to post a lawfully required deposit.

## Rule 4 - Applications / Contracts (continued)

The Company shall be obligated to provide service to any Applicant who meets the requirements stated above within five (5) business days of receipt of a completed oral or written application for service except as provided under 16 NYCRR Section 11.3, Applications for Residential Service.

**B. Non-Residential Customers**

All applications/contracts for electric service shall be administered in accordance with the Commission's prevailing regulations at 16 NYCRR § 13.2 (for Non-Residential Customers).

The Company shall either provide or deny service to any Applicant as soon as reasonably possible, but no later than ten (10) calendar days after receipt of a completed application for service or such later time as may be specified by the Applicant, except where prevented by labor strikes, or other work stoppages or where precluded by consideration of public safety or where precluded by physical impediments.

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

The Applicant shall be required to complete a written or oral, at the option of the Company, service application containing information sufficient to establish the Applicant's identity and responsibility for the premises as either the owner or occupant, the correct Service Classification, and who controls access to the meter(s) if not the Customer, comply with the Company's Tariff, or any applicable state, city or local laws or ordinances, fulfill any applicable requirement in accordance with 16 NYCRR, Part 98, General Provisions Relating to the Extension of Facilities by Electric Corporations and Municipalities, and make full payment for all amounts due and payable which are not either the subject of a pending billing dispute or of an existing Deferred Payment Agreement that is in good standing, including: (i) service provided and billed to prior account(s) in the Applicant's name or for which the Applicant is legally responsible; (ii) other tariff fees, charges, or penalties; (iii) reasonably chargeable material and installation costs relating to temporary or

## Rule 4 - Applications / Contracts (continued)

permanent line or main extensions or service laterals as required by the Company's Tariff and authorized under 16 NYCRR, Part 98, General Provisions Relating to the Extension of Facilities by Electric Corporations and Municipalities, of which the costs are itemized and given to the Customer in writing; (iv) special services billable under the Company's Tariff of which the costs are itemized and given to the Customer in writing, and (v) a security deposit, if requested by the Company. A copy of the Application for Electric Service - Non-Residential is shown in Rule 31 as Form #2.

The Company shall provide service to any accepted Applicant whose application for service was previously denied solely for failure to make full payment as provided in the preceding paragraph of this Subsection, as soon as reasonably possible, but no later than three (3) business days, or such later time as may be specified by the Applicant, after payment is made, or ten (10) calendar days after receipt of the original application, whichever is later, except as provided in the first paragraph of this subsection.

Service applications shall be available in Company business offices that are open to the public.

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

The Company shall advise any Applicant who submits an incomplete application, in writing and within three (3) business days after receipt of the application, of the information and/or documents that must be submitted in order for the application to be considered complete. Such notice shall not itself be considered a denial of the application. The Company shall maintain, for a period of not less than one (1) year, service applications that are denied and the Company's written notice of denial.

**5. Deposits**

Each Residential and Non-Residential Delivery Service Customer taking service under this Tariff acknowledges and agrees that the full amount of any deposit provided to and in the Company's possession, regardless of how previously allocated, may be retained or applied by the Company, in its sole and exclusive discretion and for its own benefit, to address any Company losses including, but not limited to, unpaid, delinquent and/or non-reimbursed electric generation or other service bills occurring during or relating to (i) the period in which the Company is performing consolidated billing for all of an ESCO's retail Customers in accordance with the Company's Energy Service Coordination Manual ("ESCO Manual") and (ii) the period which concludes when the Company is permitted under Commission regulations and/or the ESCO Manual to drop from consolidated billing a Delivery Service Customer served by an ESCO.

**A. Residential Customers**

Customers shall provide a deposit to the Company and the Company shall administer such deposits in accordance with the Commission's prevailing regulations at 16 NYCRR § 11.12.

The Company may require a Customer deposit from new seasonal or short-term Residential Customers and Residential Customers as a condition of receiving utility service if such Customers are delinquent in payment of their utility bills. A current Customer is delinquent for the purpose of a deposit assessment if such Customer: (i) accumulates two (2) consecutive months of arrears without making reasonable payment, defined as one-half of the total arrears, of such charges before the time that a late payment charge would become applicable, or fails to make a reasonable payment on a bimonthly bill within fifty (50) days after the bill is due; provided that the Company requests such deposit within two (2) months of such failure to pay; or (ii) had utility service terminated for nonpayment during the preceding six (6) months. The Customers described above shall be provided a written notice, at least twenty (20) days before the deposit is assessed, that the failure to make timely payment shall permit the Company to require a deposit from such Customer. If a

## Rule 5 - Deposits (continued)

deposit from a current Residential Customer who is delinquent by virtue of his or her failure to make a reasonable payment of arrears, is required, the Company shall permit such Customer to pay the deposit in installments over a period not to exceed twelve (12) months.

Deposits from new or current Residential Customers may not exceed two (2) times the estimated average monthly bill for a calendar year except in the case of electric space heating Customers where deposits may not exceed two (2) times the estimated average monthly bill for the heating season for Residential Customers, to secure payment for services actually rendered, or for the rental of fixtures, instruments and facilities actually supplied.

The Company shall not require any person it knows to be a recipient of public assistance, supplemental security income, or additional state payments to post a security deposit, nor shall it require or hold a deposit from any new or current Residential Customer it knows is sixty-two (62) years of age or older unless such Customer has had service terminated by the Company for nonpayment of bills within the preceding six (6) months.

The Company shall extend service to any new Applicant for service who has initiated a complaint on a deposit requested by such Company and shall continue to supply service during the pendency of such complaint, provided that such Applicant keep current on bills for service rendered and pay a reasonable amount as a deposit if the complaint challenges only the amount requested.

The Company shall allow each such depositor simple interest at a rate per annum prescribed by the Commission on the amount deposited. Interest to Residential Customers shall be paid upon the return of the deposit, or where the deposit has been held for a period of one (1) year, the interest shall be credited to the Customer on the first billing for utility service rendered after the end of such period. If a Residential

## Rule 5 - Deposits (continued)

Customer is not delinquent in the payment of bills, during the one (1) year period from the payment of the deposit, the deposit shall be refunded promptly without prejudice to the Company's right to require a future deposit in the event that the Customer thereafter becomes delinquent.

Each depositor, upon ceasing to be a Customer, shall promptly receive a refund of such deposit and all interest thereon not theretofore refunded or credited, upon surrendering the deposit certificate (or submitting satisfactory proof of the right to receive the deposit) and upon payment of all bills for which such deposit is security. A Residential Customer shall promptly receive such refund of the deposit as stated herein by reason of non-delinquency for a one (1) year period from the payment of the deposit. Thereafter, the Company may again require a deposit as stated herein for Residential Customers.

**B. Non-Residential Customers**

Customers shall provide a deposit to the Company and the Company shall administer such deposits in accordance with the Commission's prevailing regulations at 16 NYCRR § 13.7.

The Company may require the payment of a security deposit from a new Non-Residential Customer, or an existing Non-Residential Customer who is delinquent or whose financial condition is such that it is likely that the Customer may default in the future provided; however, that the Company has reliable evidence of such condition, such as reports from accepted financial reporting services, or credit report agencies, or who has filed for reorganization or bankruptcy, or who has been rendered a backbill within the last twelve (12) months for previously unbilled charges for service that came through tampered equipment.

The Company shall offer an existing Customer, except an existing Customer who has filed for reorganization or bankruptcy, or who has been rendered a backbill within the last twelve (12) months for previously unbilled charges for service that came through tampered equipment, from whom a deposit is required the opportunity to pay the deposit in three (3) installments, fifty percent (50%) down and two (2) monthly payments of the balance.

## Rule 5 - Deposits (continued)

If the Company requests a deposit or deposit increase from a Customer, the request shall be in writing. The request shall state why the deposit is being requested, how the amount of the deposit was calculated, that the deposit is subject to later upward or downward revision based on the Customer's subsequent billing history, that the Customer may request that the Company review the account in order to assure that the deposit is not excessive, the circumstances under which the deposit shall be refunded, that the Customer shall receive annual notice of the interest credited to the account, about the available deposit alternatives and that for an existing Customer from whom the deposit is being requested because of delinquency or financial condition, the deposit may be paid in three (3) installments.

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

The amount of a deposit shall not exceed the cost of twice the Customer's average monthly usage, except in the case of Customers whose usage varies widely where the deposit shall not exceed the cost of twice the average monthly usage for the peak season.

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

In the case of a new Customer or a Customer with less than twelve (12) months of billing history, the amount of the deposit shall be based on, if available, the billing history of the Customer, and information provided in the application by the Customer about the expected load and use of service and information contained in a load study of the premises prepared by the Company, and the billing history of the previous Customer, provided there have been no significant changes in the load.

The Company shall, at the first anniversary of the receipt of the deposit and at least biennially thereafter, review the billing history of every Customer who has a deposit with the Company, to assure that the amount of the deposit conforms to required limitations. This requirement does not limit the right of the Company to review a

## Rule 5 - Deposits (continued)

deposit at any time. If a deposit review shows that the deposit held falls short of the amount that the Company is permitted to require by twenty-five percent (25%) or more, the Company may require the payment of a corresponding additional deposit amount from the Customer or if a deposit review shows that the deposit held exceeds the amount that the Company may require by twenty-five percent (25%) or more, the Company shall refund the excess deposit to the Customer.

Upon request of a Customer for a downward revision of the deposit, which request is substantiated both by the Customer's billing history and by a permanent documented change in load and consumption, the Company shall refund any portion of the deposit in excess of the amount the Company may require.

The Company shall accept deposit alternatives which provide a level of security equivalent to cash or, at its discretion, accept from the Customer in lieu of a deposit, a written promise to pay bills on receipt and a written waiver of the Customer's right not to be sent a final termination notice until twenty (20) calendar days after payment is due. A copy of the Deposit Alternative Form is shown in Rule 31 as Form #3.

Every cash deposit shall accrue interest at a rate prescribed at least annually by the Commission. Interest shall be paid to the Customer upon the return of the deposit, or where the deposit has been held for a period of one (1) year or more, the interest shall be credited to the Customer no later than the first bill rendered after the next succeeding first day of October and at the expiration of each succeeding one (1) year period. Interest shall be calculated on the deposit until the day it is applied as a credit to an account or the day on which a refund check is issued. If the deposit is credited in part and refunded in part, interest shall be calculated for each portion up to the day of credit and refund.

The Company shall return a deposit or portion thereof plus the applicable interest as soon as reasonably possible, but no more than thirty (30) calendar days after the day an account is closed or after the issuance date of the first cycle bill rendered after a three (3) year period during which all bills were timely paid, provided there is no other basis for the Company to request a deposit or after a review shows that deposit reduction is warranted.

## Rule 5 - Deposits (continued)

A deposit or portion thereof plus the applicable interest that is subject to return under the preceding paragraph of this Subsection shall be credited to the account it secured in the amount of any outstanding charges or may be credited to the account it secured in the amount of the next projected cycle bill, if applicable; or may be credited to any other account of the Customer not secured by a deposit, in the amount of the arrears on that account.

If a balance remains after the Company has credited the Customer's account(s), a refund check shall be issued to the Customer.

**6. Right-of-Way**

An Applicant (and/or any existing Customer seeking additional service) requesting electric service from the Company shall grant to the Company, without charge, a right-of-way for all Company facilities over, through, across and/or along the property owned or controlled by the Applicant / Customer in order to provide electric service to the Applicant / Customer, unless a valid and continuing right-of-way has already been granted to the Company by such Applicant / Customer or any predecessor.

The Company shall not be obligated to provide any electric service to an Applicant / Customer until the Company has received and/or obtained satisfactory rights-of-way and/or permits from, but not limited to, the Applicant / Customer, applicable government agencies, railroad owners or other property owners. Any right-of-way or permit fees, either initial or recurring, or other charges in connection with rights-of-way for providing service to an Applicant / Customer, shall be paid for by the Applicant / Customer.

**7. Extension of Company Facilities to Serve Customer****A. Applicant for New Service to a New Location Adjacent to Existing Lines**

Any Applicant whose premises may be served from suitable existing distribution lines of the Company without the installation of an intermediate pole can obtain electric service by signing an application at any office of the Company or with any of its duly authorized representatives and by complying with all other requirements of the schedules for electric service of the Company. Where one (1) or more intermediate

## Rule 7 - Extension of Company Facilities to Serve Customer (continued)

poles are required on private property, the cost of such pole or poles shall be borne by the Applicant. In addition, the cost of the overhead conductors beyond the first service pole shall be borne by the Applicant.

**B. Extension of Overhead Lines**

The Applicant or Applicants for service requiring the extension of overhead lines shall execute and deliver to the Company, free from cost, permanent easements or rights-of-way, as described in Rule 6 above, in so far as the extension or subsequent additions thereto affect the property owned by the Applicant(s) for placing and maintaining the extended line. The Company shall not be obliged to commence construction of an extension of its electric system until the Applicant(s) to be served by such extension has obtained and delivered, to the Company, satisfactory permanent easements or rights-of-way agreements, or has paid in advance or agrees in writing to pay a cost as may be incurred by the Company if at the Applicants' request it obtains such easements or rights-of-way. These provisions are applicable irrespective of the length of the extension. Right-of-way costs covered herein shall be included as a part of the cost of extensions as hereinafter defined. A copy of the Application for Overhead Line Extension is shown in Rule 31, Form #4.

The Company shall hereafter furnish, place, construct, operate, maintain and when necessary, for its own purpose, replace at its own cost and expense all overhead electric lines and overhead service connections and other facilities within the territorial limits of any street, avenue, road or way that is for any highway purpose under the jurisdiction of the legislative body of any city, town, village, county or the State of New York, or on a private right-of-way when the Company elects to use such a route in lieu of construction within aforementioned territorial limits.

Upon written application of the owner or occupant of any property abutting on any such street, avenue, road or way within five hundred (500) feet for single phase service or three hundred (300) feet for three phase service of any overhead electric line of the Company appropriate to the service requested, the Company shall furnish, place and construct at its own cost and expense such lines, service connections and facilities as are necessary to render the service requested. Said cost and expense shall include the amounts paid to governmental authorities for permits to do the work required.

## Rule 7 - Extension of Company Facilities to Serve Customer (continued)

Whenever an owner or occupant of any property abutting on any street, avenue, road or way as herein-before defined, upon which there is no electric line appropriate to the service requested within a distance of five hundred (500) feet for single phase service or three hundred (300) feet for three phase service from said property, makes a written application upon Company Form 4 for service from the Company, the Company shall furnish, place and construct such lines to service said property, provided: (i) that said Applicant shall first have assured the Company that he shall be a reasonably permanent Customer, and (ii) that he shall first have executed an agreement, the terms of which shall provide substantially as follows:

Applicant shall agree to pay to the Company a lump sum charge for material and installation costs relating to any portion of the distribution and/or service lines that exceed the portion which the Company provides without Customer contribution. Should additional Customers be connected from said distribution and/or service lines during the initial five (5) year period from the date energized, the Customer shall receive a pro rata refund for cost of that additional portion of distribution and/or service lines which the Company would have allowed without Customer contribution; or

A Residing Applicant has the option to elect a monthly surcharge in lieu of a lump sum payment. The surcharge may include Right-of-Way acquisition fees and charges and shall be applicable for ten (10) years, billed in installments as determined by the Company. The surcharge shall be reviewed, recalculated and adjusted for the remaining payment period as a new Customer(s) is added. The interest factor shall remain constant for the life of the surcharge for each Customer.

The monthly surcharge shall be calculated as follows:

$(\text{Cost of excess facilities} \times \text{interest factor}) \div 12$

The interest factor shall be calculated as follows:

$C / (1 - (1 + C)^{-10})$

(Where C is the Company's weighted pre-tax cost of capital awarded in the prior rate proceeding.)

## Rule 7 - Extension of Company Facilities to Serve Customer (continued)

At any time, the Customer may make lump sum payment of the outstanding principal balance. Such lump sum payment shall be subject to refund for the remaining term of the entire five-year period from the date the distribution and/or service line was energized as described above.

The surcharge shall cease if at any time the number of Customers added to the extension equal or exceed the applicable footage allowances of the total extension, or the revenue (revenue less fuel charges, taxes, minimum charges and other applicable charges) in each of two (2) consecutive calendar years from the distribution line extension exceeds 1.5 times the total cost of the extension.

The remainder of any surcharges shall be collectable from any subsequent Customer or owner of the premises served. The Applicant shall inform such prospective Customer or owner of the surcharge.

Customers paying a surcharge prior to November 22, 1993 may, at their option, convert either to a lump sum payment or to an equivalent 10-year surcharge program with prior payments credited.

If more than one (1) Applicant is initially applying for service from a distribution line, each Applicant shall bear a portion of the distribution line cost based upon the Applicant's distance along the extension.

Should additional Customers be connected from said distribution and/or service lines during the initial ten-year period from the date energized, and a lump sum payment was made initially, existing Customer(s) shall receive a pro rata refund for cost of that additional portion of distribution and/or service lines which Company would have allowed without Customer contribution.

Applicant shall first have furnished reasonable security as to performance of his agreement if so required by the Company.

The portion of the overhead electric service line beyond the limits of a street, avenue, road or way, as herein-before defined shall be provided, placed, constructed and maintained in accordance with the last paragraph of this Rule 7.

## Rule 7 - Extension of Company Facilities to Serve Customer (continued)

The Company shall hereafter be solely responsible for the maintenance and replacement of all overhead electric lines, overhead service connections and facilities placed within a street, avenue, road or way, as herein-before defined used by the Company for supplying electricity to its Customer; and if adequate maintenance requires the reconstruction or replacement of such overhead service connections and facilities, said overhead lines, overhead service connections and facilities shall be reconstructed or replaced by the Company.

Company reserves the right to defer construction of an extension until the premises of all Applicants for such extension shall have been properly wired for the service intended.

Company shall have the exclusive right to decide on the kind of facilities to be provided for any line extension and all extensions shall be the sole property of the Company regardless of whether or not contributions have been made by the Applicant.

When the Company acquires facilities from another utility, Customers served from a line extension constructed under the extension plan of the other utility shall receive service in accordance with the terms and conditions of agreements made with the other utility for the term specified therein.

**C. Underground Extensions for New Residential Subdivisions**

Extensions of electric distribution lines, the construction of which is commenced after the effective date hereof, and which are necessary to furnish permanent electric service to new residential buildings within a subdivision on which five (5) or more such buildings are planned to be built, to new multiple-occupancy buildings, or to a mobile home in a new mobile home park of five (5) or more improved sites furnished with permanent sewer and water facilities, shall be made underground in accordance with the provisions contained herein. Underground construction commenced after July 31, 1973, shall be made under the provisions contained herein. A copy of the Application and Contract for Underground Residential Distribution System is shown in Rule 31, Form #5.

## Rule 7 - Extension of Company Facilities to Serve Customer (continued)

The following words and terms, when used in this Rule, shall have the meaning indicated:

**Applicant** - The developer, builder, or other person, partnership, association, corporation or governmental agency applying for the construction of electric distribution lines in a subdivision.

**Building** - A structure enclosed within exterior walls or firewalls, built, erected and framed of component structural parts and designed for permanent residential occupancy.

**Multiple-Occupancy Building** - A structure, including row houses, enclosed within exterior walls or firewalls, built, erected and framed of component structural parts, and designed to contain four (4) or more individual dwelling units for permanent residential occupancy.

**Subdivision** - A tract of land divided into lots for the construction of new buildings, or the land on which new multiple-occupancy buildings are to be constructed, the development of either of which has been approved or was required to be approved by governmental authorities having jurisdiction over land use.

An Applicant for service requiring the extension of underground lines shall execute and deliver to the Company free from cost, and in reasonable time to meet service requirements, permanent easements or rights-of-way insofar as the extension or subsequent additions thereto affect the property owned by the Applicant for placing and maintaining the extended line. The Company shall not be obliged to commence construction of an extension of its electric system until the Applicant to be served by such extension has obtained and delivered to the Company satisfactory, permanent easements or rights-of-way agreements or have paid in advance or in writing agree to pay a cost as may be incurred by the Company if at the Applicant's request it obtains such easements or rights-of-way. These provisions are applicable irrespective of the length of the extension. Right-of-way costs covered herein shall be included as a part of the cost of extensions as hereinafter defined.

## Rule 7 - Extension of Company Facilities to Serve Customer (continued)

Where such lines are required to be underground, or are to be placed underground at the request of an Applicant, rights-of-way and easements must be cleared of tree stumps, brush and obstructions at no charge to the Company, and be graded to within six (6) inches of final grade by the Applicant before the Company shall commence construction. Such clearance and grading must be maintained by the Applicant during construction by the Company.

At the request of the Company, the Applicant shall provide a survey map approved by all governmental authorities having jurisdiction, and certified by a licensed professional engineer or land surveyor and certified as final by the Applicant showing the location of each lot, sidewalk and roadway and, prior to and during construction by the Company, Applicant shall place and maintain survey stakes indicating grade and property lines. A map showing the location of all other existing and proposed underground facilities shall be furnished to the Company by the Applicant as soon as the location of such facilities shall be known, but prior to the installation of the underground electric distribution facilities.

After the effective date of these Rules, any distribution lines necessary to furnish permanent electric service to one (1) or more new multiple-occupancy buildings shall be installed underground, and any distribution lines necessary to furnish permanent electric service within a subdivision in which five (5) or more new residential buildings are planned to be built, shall be installed underground, and any distribution lines necessary to furnish permanent electric service to a mobile home in new mobile home park of five (5) or more improved sites furnished with permanent sewer and water facilities shall be installed underground, (i) if the subdivision shall require no more than two hundred (200) trench feet or distribution line per dwelling unit planned within the subdivision; (ii) if the developer of the subdivision applied for underground service; or (iii) if underground service is required by a municipal ordinance, or other governmental authority having control of land use.

Upon receipt of written application, and upon compliance by the Applicant with the requirements of these Rules, the Company shall install underground electric distribution lines with sufficient capacity and of suitable material which, in its sole and exclusive judgment, shall assure that the Applicant shall receive safe and

## Rule 7 - Extension of Company Facilities to Serve Customer (continued)

adequate electric service. The Applicant shall provide the Company sufficient building design and electric load information to facilitate the Company's electrical design. Such installation shall be made at a time appropriate to render service, but the Company shall not delay construction after a timely application is received so that the Applicant shall be delayed in the sale or other disposal of the buildings or lots, except where such delay is caused by strikes, fire, flood, inclement weather, unavailability of materials, civil disorders, or other conditions beyond the control of the Company.

Where the average footage per dwelling unit to be served exceeds one hundred (100) feet, the Applicant shall contribute to the cost for the excess footage. The average footage per dwelling unit served shall be determined by dividing the total footage of distribution line required by the Applicant's subdivision by the number of dwelling units to be served at the time the underground electric distribution system is installed. Said costs shall be the historical average cost of all underground line extensions in residential subdivisions for the twelve (12) months ended September 30 of the previous year, as set forth in this Rule 7.

If a contribution has been required and if, after the underground distribution system construction is completed, additional dwelling units are constructed and take service from the distribution line, the Company shall recalculate the contribution as if the additional dwelling units had been constructed at the time of the Company's original construction within the subdivision and make an appropriate refund of the contribution without interest. Any portion of the contribution remaining unrefunded five (5) years from the date the Company is first ready to render service from the underground electric distribution lines shall be retained by the Company provided, however, that where the Applicant shall sell vacant lots and is not primarily engaged in the construction of dwelling units in a subdivision, the refund period shall be ten (10) years.

The Applicant may elect to excavate and backfill the trench necessary for the underground distribution lines within the residential subdivision. Charges for the installation of cable if an Applicant excavated and backfilled the trench shall be determined by the Company.

## Rule 7 - Extension of Company Facilities to Serve Customer (continued)

The Company shall designate the service connection point to a building or to a multiple-occupancy building and the point at which the service lateral shall connect to the Company's electric distribution lines or equipment. Each service lateral within the lot line and running to each building shall be installed either by the Company, at the Applicant's expense, or by the Applicant in accordance with the Company's specifications, as the Applicant may elect. With the Applicant's consent, the Company shall own, operate and maintain the service lateral. The Company shall not differentiate between service laterals installed by the Company and service laterals installed by the Applicant. The cost for installation by the Company of the service lateral within the lot line is set forth in this Rule 7.

In cases where the Applicant has purchased a lot within a subdivision prior to October 1, 1973, and the developer of the subdivision is not primarily engaged in the construction of dwelling units within the subdivision and has not applied for the extension of electric distribution lines in a subdivision which is required to have underground service, the Company shall install underground distribution lines to serve an Applicant who is the purchaser of a lot within the subdivision and to other areas of the subdivision as may be dictated by considerations of efficiency and economy and shall charge the Applicant only for his pro rata share of charges which may be required. As additional Applicants apply for service and utilize the distribution lines installed to serve a prior Applicant, the Company shall charge the additional Applicant for his pro rata share of the distribution lines and also an annual cumulative carrying charge of eight percent (8%) per year from the date of installation of the underground distribution lines. Such charge, which shall be calculated on a simple interest basis, may not be computed for a period longer than ten (10) years.

The Company may install overhead distribution lines in a subdivision or section thereof otherwise required to have underground distribution lines in which (i) the developer of the subdivision is not primarily engaged in the construction of dwelling units within the subdivision; (ii) there is no municipal ordinance or other governmental regulation requiring underground service; and (iii) either a) five (5) years have elapsed from the sale of the first lot within the subdivision to the first application for service and the Company has no indication that there shall be other new Applicants in the subdivision within six (6) months or b) five (5) years have

## Rule 7 - Extension of Company Facilities to Serve Customer (continued)

elapsed from the time of final approval of the subdivision or section thereof and less than twenty-five percent (25%) of the lots have been sold in the subdivision and every section thereof, except where ten percent (10%) or more of the lots in the subdivision or any section thereof have been sold within the last two (2) years. In cases where overhead installation would be permissible in accordance with condition (iii) above except that less than five (5) years have elapsed and the Company has reason to believe that the subdivision shall not be developed sufficiently soon to permit the orderly utilization of underground lines installed to serve the initial Applicant, the Company may petition the Commission to allow overhead installation.

If the Company receives an application for underground service and the estimated per foot cost of installation for the subdivision is greater than two (2) times the charge per foot filed with the Commission, the Company or Applicant may petition the Commission to allow overhead service.

The connection from the existing electric distribution system to the underground distribution lines installed within the Applicant's subdivision shall be made by the Company. The Company shall install underground without contribution from the Applicant an amount of supply circuit from the boundary line of the subdivision equal to twenty-five (25) feet per dwelling unit or two hundred (200) feet, whichever is greater, but in no event shall the Company provide more than five hundred (500) feet without contribution by the Applicant.

Where any part of such connection in excess of the footage requirements of this Rule is to be placed overhead, Applicant must submit a written application to the Company at least seventy-five (75) days prior to the projected commencement of the construction of the supply line, and the Company must report such projected construction to the Commission for its approval no later than forty-five (45) days before such construction is commenced. The Commission reserves the right to require the underground installation of particular lines.

Whenever the Company intends to place any underground connecting supply lines between an existing distribution system and the underground distribution lines installed within an Applicant's subdivision, it shall inform the telephone company serving the area in which the subdivision is located.

## Rule 7 - Extension of Company Facilities to Serve Customer (continued)

In order to guarantee performance, except as governed by the paragraph contained in this Rule 7 dealing with lots purchased prior to October 1, 1973, the Company shall require from the Applicant before construction is commenced, a deposit in a reasonable amount but in no event more than the incremental cost above the equivalent cost for overhead facilities. A portion of the deposit shall be returned to the Applicant quarterly, with interest, on a pro rata basis as each new Customer is connected with service.

Any portion of the deposit remaining unrefunded five (5) years from the date the Company is first ready to render service from the underground electric distribution lines shall be retained by the Company.

Upon the mutual agreement of both the Company and the Applicant, a bond may be posted in lieu of any deposit.

Each Applicant shall cooperate with the Company in an effort to keep the costs of construction and installation of the underground electric distribution lines as low as possible, consistent with requirements for safe and adequate service, including reasonable provisions for load growth. All sewers, water facilities and drainage facilities shall be installed before the Company commences construction.

In unusual circumstances when the application of these Rules appears impracticable or unjust to either party, or discriminatory to other Customers, the Company or Applicant may refer the matter to the Commission for special ruling or for approval of special conditions which may be mutually agreed upon, prior to commencing construction.

If the Company or the Applicant believes that the installation of underground lines within the subdivision shall be more environmentally undesirable than the installation of overhead lines, it may request the Secretary of the Commission to grant an exception. Three (3) copies of the request shall be sent by certified mail to the Secretary.

The request shall as between overhead and underground construction, compare the probable environmental effects associated with the residential subdivision and any economic, engineering, or other factors considered pertinent to the case by the Company or Applicant to be served.

## Rule 7 - Extension of Company Facilities to Serve Customer (continued)

The request shall for those instances where visual values would be diminished by underground construction, indicate factors bearing on probable retention of significant flora, including the Company's practice with respect to trimming trees in the vicinity of overhead facilities.

The request shall be mailed to the Adirondack Park Agency, whenever the request shall involve construction within the Adirondack Park.

The request shall be reviewed by Commission staff who shall notify the Company within sixty (60) days of receipt of the request either that the request is granted or that it objects to the request. If Commission staff objects, the request shall be referred to the Commission for further review.

Where a one-pole extension, including but not limited to road crossing pole extensions, would enable an existing overhead distribution line to be connected to a proposed underground distribution in a residential subdivision, such extension may be installed overhead, rather than underground.

Service to a subdivision may be supplied overhead if the Company can provide service to the subdivision: (i) by extending its facilities no more than six hundred (600) feet in a cul-de-sac where a portion of the street within the subdivision is served by overhead facilities within or at the entrance of the cul-de-sac; (ii) by connecting an area between existing overhead facilities for a distance of 1,200 feet or less; or (iii) by installing service laterals to new Applicants from existing overhead lines.

Where the subdivision is less than twenty (20) acres and surrounded or abutted on at least seventy-five percent (75%) of its perimeter by existing overhead facilities, service to the subdivision may be installed overhead if the Company files notice of its intent to install overhead facilities at least thirty (30) days prior to construction and the request is not denied by the Commission staff.

## Rule 7 - Extension of Company Facilities to Serve Customer (continued)

If a subdivision has received the approval of governmental authorities having jurisdiction prior to June 28, 1972, and if prior to June 28, 1972, twenty percent (20%) of the lots, if there are ten (10) or more lots within the subdivision or section thereof, or one (1) lot if there are less than ten (10), were sold, the subdivision or section thereof may be served overhead if as a condition of the sale of such lot(s) the developer of the subdivision is committed to provide electric service and underground electric service was not specified or if the developer has provided electric service to buildings or multiple-occupancy buildings within the subdivision prior to June 28, 1972.

The costs to be used to determine contributions and deposits as set forth in this Rule 7 are as follows:

Underground Distribution including trench, primary cable, secondary cable and labor	Per Foot of Trench	\$14.23
Underground Service (single home) - to be based on actual costs		Actual Cost
Underground Service (multiple occupancy) - to be based on actual costs		Actual Cost
Overhead line extensions for housing developments including wire, poles, clearing and labor	Per Foot	\$9.48
In the event the Applicant applies for three-phase service within the subdivisions, the Company shall provide such service at the Applicant's expense for the additional actual costs		Incremental Cost
Applicant trenching credit - Per Foot		\$1.00

## Rule 7 - Extension of Company Facilities to Serve Customer (continued)

These costs may be modified by the Company by filing with the Commission on or before May 1 of each year. Said cost shall be based on historical costs in the previous year, twelve (12) months ended December 31 of the previous year.

Where the Company cannot be assured that the business to be served shall be permanent, or where unusual expenditures are necessary to supply electric service because of the location, size, or character of the Customer's installation, extensions shall be constructed only when Customers' contributions toward the cost of the extension, guarantee of continued payment of minimum bills, or other satisfactory arrangement is sufficient to compensate the Company for the investment and expense involved.

For Residential Applicants, the Company shall provide one hundred (100) feet of overhead or underground distribution line and/or service line without charge to each Applicant for Residential Service. The facilities provided without charge shall be measured from the Company's distribution facilities (from the connection point on the riser pole for overhead to underground service connections) to the Applicant's building. In cases where facilities are installed underground, outside of residential subdivisions solely because of an Applicant's request, the Company shall charge the actual cost of providing such facilities less the dollar value of overhead allowances which the Applicant would have received without charge. Installation of facilities as stated in this paragraph shall be by the Company.

**D. Construction Service**

At the request of an Applicant / Customer, the Company shall provide electric service for a defined period, usually less than one (1) year, for construction purposes only.

Upon application from an Applicant / Customer, the Company shall provide temporary service for residential single-unit house construction. For a temporary service where both the temporary service line and meter can be transferred to the completed building, the temporary service shall be provided by the Company upon the Applicant's / Customer's payment of Sixty Dollars (\$60.00). Where the temporary service requires removal and replacement with a permanent service drop, the Applicant / Customer shall pay the Company Eighty Dollars (\$80.00) in advance of such work.

## Rule 7 - Extension of Company Facilities to Serve Customer (continued)

Upon application from an Applicant / Customer, the Company shall provide temporary service for Non-Residential construction. The Company shall provide the temporary service provided that the Applicant / Customer reimburses the Company for all costs of installing and removing the service installation, including both material and labor, less the salvage recovered from all materials and equipment removed after termination of service. The Applicant / Customer shall make an advance payment to the Company equal to the estimated charges for installation and removal of service.

**E. Relocation of Facilities**

The following definitions shall apply:

Contractor costs - The amount paid by the Company to a contractor for work performed on the removal, relocation or change of distribution facilities.

Direct labor costs - The pay and expenses of Company employees directly attributable to work performed on the removal, relocation or change of distribution facilities, excluding construction overheads or payroll taxes, workmen's compensation expenses or similar expenses.

Direct material costs - The purchase price of materials used in work performed on the removal, relocation or change of distribution facilities, excluding related stores (i.e., warehousing) expenses. In computing direct material costs, proper allowance shall be made for unused materials, materials recovered from temporary structures, and for discounts allowed and realized in the purchase of materials.

Removal, relocation or change of distribution facilities - The removal, relocation or change of distribution facilities, such as line poles and their associated attachments, made pursuant to the request of a Residential Customer who is not entitled to receive condemnation damages to cover the cost of work performed on distribution facilities removal, relocation or change. This item shall not include repairs or replacement to distribution facilities necessitated by the intentional or negligent conduct of any party.

## Rule 7 - Extension of Company Facilities to Serve Customer (continued)

The Company shall remove, relocate or change the Company's facilities or temporarily interrupt service to a Customer's premises, upon the Customer's request, where such removal, relocation, change or interruption is acceptable to the Company.

The Company shall provide the Residential Customer with an estimate of the costs of removing, relocating, or changing the Customer's service, and the Residential Customer shall pay that amount to the Company prior to performing the work.

The Company shall bill the Residential Customer based upon the contractor costs and/or direct labor and direct material costs associated with the removal, relocation or change of distribution facilities, less an amount equal to any maintenance expenses avoided as a result of such work.

The Company may, in its sole discretion, request a Non-Residential Customer or other party to pay to the Company in advance the estimated cost to perform such work. The Company shall bill Non-Residential Customers the total cost of the work, including the total direct and indirect costs.

After completion of the work, the Company shall bill, or refund to the Residential, Non-Residential Customer or other party, the difference between the estimated cost and the total direct and indirect cost of such work.

The Company may waive charges if, in the Company's sole judgment, the location of the Company's existing distribution and/or service facilities on the Customer's property restricts the growth of the Customer's operation.

A Customer desiring the removal, relocation, or change of Company facilities shall submit a request the Company.

The Company may accept or reject said request in its sole and exclusive discretion. If the Company accepts said request, the Customer shall pay in advance the Company's total estimated cost for any Customer requested temporary interruption in the Customer's service due to construction, maintenance or other activities.

## Rule 7 - Extension of Company Facilities to Serve Customer (continued)

All Customers or other parties that request the removal, relocation or change of Company facilities shall furnish, without expense to the Company, satisfactory rights-of-way acceptable to the Company for the construction, maintenance and operation of the relocated facilities.

Except as otherwise provided by law, a Non-Residential property owner, such as a builder, developer or contractor (owner), shall be responsible for the costs of relocating Company facilities or equipment to accommodate the owner or in fulfillment of the owner's obligation to any public authority.

**8. Taxes on Applicant / Customer Advances**

Any Applicant / Customer advance or other like amount received from an Applicant / Customer under this Tariff, under any contract executed under this Tariff or any other prior Tariff shall constitute taxable income to the Company as defined by the Internal Revenue Service and shall be increased to include a payment by the Applicant / Customer equal to the applicable taxes. Such payment for taxes associated with such Applicant / Customer advance shall provide for the effect of current tax obligations offset by the present value of future tax deductions associated with the facility(ies) to be provided by the Company. The discount rate to be used for present value calculations shall be the Company's Allowance for Funds Used During Construction ("AFUDC") rate adjusted to a net of tax basis. Payments for taxes associated with Applicant / Customer advances shall not be discounted since any refunds of Applicant / Customer advances shall include a pro rata refund of amounts previously collected for applicable taxes.

**9. Minimum Insulation Standards for Residential Construction of Buildings**

All new dwellings in the State of New York for which an application for a building permit was made and plans were filed on or after January 1, 1979, and all new dwellings within the state for which construction was begun on or after January 1, 1979, shall not be eligible for gas and electric service unless these dwellings comply with the prevailing New York State Energy Conservation Construction Code ("Code"). Compliance with this Code shall be satisfied under any of the following circumstances: (i) a building permit is obtained for the dwelling from a building code authority or similar authority empowered by local law to issue building permits; (ii) an affirmation is given by the contractor or builder on a

## Rule 9 - Minimum Insulation Standards for Residential Construction of Buildings (continued)

Minimum Insulation Standard Certificate of Compliance Code, and submission of all required documents including, without limitation the form shown in Rule 31, Form #6 that the construction of the dwelling shall comply with the Code within thirty (30) days after occupancy; or (iii) a modification or variance from the requirements of the Code is issued by the State Board of Review as constituted pursuant to the Executive Law.

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

An Applicant for expanded electric service to an existing dwelling for the purpose of supplying electric heat must provide to the Company a Certificate of Compliance.

**10. Wiring, Apparatus and Inspection****Company Obligations**

The Company shall furnish, install and maintain electric service meters, unless otherwise allowed by the Commission. In addition, the Company shall install and maintain the transformers and service lines it deems necessary to provide secondary service, unless specified otherwise in an applicable, valid and binding agreement. All equipment/facilities supplied by the Company shall remain its exclusive property and may be removed, in the Company's sole discretion, after termination of service for whatever cause.

The Company shall extend only one service lateral to a Customer's premises and install one (1) meter except where, in the Company's sole judgment, special conditions warrant the installation of additional facilities. Any type of service supplied by the Company to the same Customer at other points of delivery shall be metered and billed separately.

The Company shall repair and maintain any equipment/facilities it has installed on a Customer's premises. However, the Customer shall pay the full cost of inspection, repairs and/or replacement of all such equipment/facilities that may be damaged due to a Customer's negligence. No one shall break any seals or perform any work on any Company facilities including, but not limited to, meters without first receiving the Company's consent and approval.

## Rule 10 - Wiring, Apparatus and Inspection (continued)

**Applicant / Customer Obligations**

Electric service installations shall be in accordance with the National Electrical Code, and all applicable local, state and federal codes, statutes and regulations, except as modified by the Company's then-applicable handbooks, booklets or other documents covering such installations, as may be amended by the Company from time to time. A copy of the Company's requirements for electric service installations shall be provided to an Applicant / Customer upon request.

In the event that the Company is required by any state, federal or local governmental or public authority to place or relocate all or any portion of its facilities (including, but not limited to,) mains, wires or services, poles or underground feeders, the Applicant / Customer shall, without cost or expense to the Company, change the location of the Applicant's / Customer's point of delivery to a point specified by the Company.

Upon the Company designating a point of delivery at which its service line shall terminate, the Applicant / Customer shall provide, at its sole cost and expense, a place suitable to the Company for the installation of metering and all other electric facilities needed for the supply of electric energy by the Company or an ESCO. Meters shall be located on the outside of a building as near as possible to the service entrance or under certain circumstances, when approved by the Company, inside of a building.

The Company may refuse to connect with any Applicant's / Customer's installation or to make additions or alterations to the Company's service connection when such installation is not in accordance with the National Electrical Code, and all applicable local, state and federal codes, statutes and regulations, and where a certificate approving such installations, additions or alterations has not been issued by (i) an electrical inspection authority contained on a list of such authorities maintained by the Company and updated from time to time or (ii) any city or county inspection entity having exclusive authority to make electrical inspections in that area.

When a Customer's use of equipment having operating characteristics which impose high instantaneous demand such as, but not limited to, welders, hoists, electric furnaces and x-ray equipment, adversely affects or has the potential to adversely affect, in the Company's sole judgment, the Company's electric system, the Customer shall install at its

## Rule 10 - Wiring, Apparatus and Inspection (continued)

sole expense such corrective equipment as may be directed by the Company. The Company shall not serve or continue to serve Customer loads where, in the Company's sole judgment, such loads have or may have voltage and phase characteristics that result (or may result) in intolerable harmonic distortions.

Each Applicant / Customer shall provide to the Company such service information described in Rule 4 of this Tariff. The Applicant / Customer shall be responsible and liable to the Company for any damages resulting from the Customer's failure to provide such service information.

The Company shall have the right to require Customers to provide, at their sole expense, Power Factor corrective equipment which shall maintain their average Power Factor at no less than eighty-five percent (85%) lagging. Unless corrective equipment is installed, the Company is under no obligation to serve or to continue to serve such Customers.

**11. Metering****Company Obligations**

The Company maintains, installs and operates a variety of meters, including Advanced Metering, and related equipment designed to measure and record Customers' consumption and usage of all electric services provided under this Tariff. The Company may, in its sole and exclusive discretion, install such meters and related equipment (including, but not limited to, telemetering equipment, and Advanced Meters) it deems reasonable and appropriate to provide electric service to Customers under this Tariff. The Company may, in its sole and exclusive discretion, install such special metering equipment as may be requested by a Customer subject to the Customer paying all of the Company's incremental material, labor, overheads and administrative and general expenses relating to such facilities. Where additional metering services and the associated costs for the additional metering services are contained within this Tariff, those costs shall be applicable and in compliance with prevailing Commission regulations.

The Company shall conduct inspections and tests of its meters in accordance with prudent electric practices and as otherwise prescribed by all applicable and prevailing Commission Rules and Regulations in 16 NYCRR § 92.

## Rule 11 - Metering (continued)

**Customer Obligations**

The Customer shall install all metering equipment, other than the electric service meters, in accordance with the Company's then applicable handbooks, booklets or other documents as amended from time to time.

Any Customer requesting a test of its meter(s) shall pay such fee(s) as may be established or approved from time to time by the Commission. If a tested meter does not meet Commission accuracy standards, the fee shall be returned to the Customer and the meter shall be repaired or replaced.

If requested by a Customer, the Company may, in its sole discretion, elect to supply kilowatt-hour pulses and/or time pulses from the Company's metering equipment. All costs for providing the meter pulses shall be paid by the Customer. If a Customer's subsequent consumption of kilowatts and/or kilowatt-hours increases as a result of interruptions in the supply of pulses due to, among other things, power outages or equipment failure which prevents the delivery of pulses, the Company shall not be responsible or liable, in damages or otherwise, for resulting increases in the Customer's bill.

If requested by a Customer, the Company may, in its sole discretion, elect to provide metering to a service location other than what is presently installed or otherwise proposed to be installed by the Company at that location. All costs for special metering facilities provided by the Company including, but not limited to, all material, labor, overheads and administrative and general expenses, shall be billed to and paid by the Customer.

**12. Access to Customer Premises**

The Company shall have the right to construct, operate and/or maintain any and all facilities it deems necessary to render electric service (including, but not limited to, billing and meter reading) to the Customer upon, over, across and/or under lands owned or controlled by the Customer. Each Customer shall grant the Company's employees or

## Rule 12 - Access to Customer Premises (continued)

agents access to their premises at all reasonable times for any and all purposes relating to the supply of electric energy including, but not limited to, reading meters, testing or inspecting the Customer's wiring and connected load, repairing, removing or exchanging any or all equipment belonging to the Company, and for the purpose of removing the Company's property and/or facilities upon the termination of any applicable contract or the discontinuance of service from whatever cause.

**13. Limitation of Use****A. Residential Buildings**

Submetering, remetering, or resale of electric service shall not be permitted except as provided in this Rule.

Master Metered, New or Renovated Rental Units Owned or Operated by Private or Government Entities: Permitted upon Commission approval of application containing the information required by 16 NYCRR, §§ 96.2(b)(1) through (8) for Master Metered Units and (1) through (7) for New or Renovated Units.

Master Metered Cooperatives and Condominiums: (i) Permitted upon certification that a majority of its shareholders, where all tenants are shareholders, and all non-shareholders, where one (1) or more tenants are non-shareholders, favor submetering, that a rate cap equivalent to the Company's rate for directly metered service is provided, that grievance procedures are established, and that savings shall be used for conservation efforts; and (ii) where one (1) or more non-shareholder tenants refuse to agree, submetering shall be permitted only upon Commission approval of an application meeting the conditions set forth in 16 NYCRR, §§ 96.2(b)(1) through (7), Residential Submetering.

Directly Metered Cooperatives and Condominiums: (i) Permitted where all tenants are shareholders (a) upon certification that seventy percent (70%) of shareholders favor submetering; and (b) provided that conditions set forth in Section (i) of the third paragraph of this Rule are met; and (ii) where one or more tenants are non-shareholders, submetering shall be permitted upon certification that all non-shareholder tenants have approved a plan that meets conditions set forth in Section (i) of the third paragraph of

## Rule 13 - Limitation of Use (continued)

this Rule, or where one or more non-shareholders refuse to agree, submetering shall be permitted only upon Commission approval of an application meeting the conditions set forth in 16 NYCRR, §§ 96.2(b)(1) through (7), Residential Submetering.

New or Renovated Cooperatives and Condominiums, Where All Tenants Shall Be Shareholders: (i) Permitted upon Commission approval of (a) application containing verification that the building shall be a condominium or cooperative; and (b) certification that the requirements as to rate cap, grievance procedures, and tenant protections are met, as provided in 16 NYCRR, § 96.2(f), Residential Submetering; and (ii) upon certification that, in the event of transfer of control to the appropriate Cooperative or Condominium Board, the Board shall submeter electricity according to the plan set forth in Section (i) of the third paragraph of this Rule.

Submetering shall be permitted in Master Metered and New or Renovated Campgrounds, Recreational Trailer Parks and Marinas.

On and after January 1, 1977, residential dwelling units shall be separately metered. Electric service shall not be provided to rent-inclusive residential buildings in which the internal wiring has not been installed prior to January 1, 1988, except upon a waiver of this provision by the Commission.

**B. Non-Residential Buildings**

A Customer may purchase electricity for resale under any Service Classification of this Tariff that would be available if such electricity were not for resale and said Customer may resell the electricity purchased to tenants on an individually metered basis subject to approval by the Commission in response to individual proposals concerning electric service furnished to: (i) master metered, new or renovated Non-Residential buildings; and (ii) commercial occupants of cooperatives, condominiums, campgrounds, recreational trailer parks or recreational marinas whose occupants were purchasing individually metered electric service on May 21, 1980.

**14. Shared Meters**

When a tenant's electric service meter also registers electric use other than the tenant's dwelling, the tenant is not required to pay the charges for that electric use, in accordance with 16 NYCRR §§ 11.30 through 11.39, and Section 52 of the Public Service Law. The Company shall establish an account in the owner's name for all electric use registered on the shared meter after that date and shall rebill for past electric use in accordance with 16 NYCRR § 11.34.

**15. Meter Reading and Rendering of Bills****A. Meter Reading**

Meters shall be read and bills for service shall be rendered monthly by the Company based upon its meter reading and billing schedule, except as otherwise provided in this Tariff. The Company reserves the right to read meters in all or any part of its service area on bimonthly or quarterly schedules, and to render standard bills for the recorded use of service based upon the time interval between meter readings. In addition, the Company may elect, in its sole discretion, to read meters in all or any part of its service area less frequently than on a quarterly schedule and to render standard bills for the recorded use of service based upon the time interval between meter readings for (i) General Service Customers with constant use patterns such as, but not limited to, billboards, traffic signals, and pumps, and (ii) Seasonal Customers such as, but not limited to, camps and cottages.

Residential and small business Customers are entitled to receive, at no charge and at least once per year, historical billing data from whomever reads the meter for billing purposes.

**B. Rendering of Bills****(1) Content of Bills**

Company bills to Customers shall state the charges for service(s) performed, materials furnished or other charges made by the Company and shall be itemized on the applicable bill form in accordance with and subject to 16 NYCRR § 11.16 (Residential Customers) and 16 NYCRR § 13.11 (Non-Residential Customers).

## Rule 15 - Meter Reading and Rendering of Bills (continued)

For Non-Residential Customers where size limitations do not allow the itemization of charges to be placed on the bill, the total charges shall be shown on the bill and a separate document listing the itemized charges shall be sent with the bill.

**(2) Estimated Bills**

The Company shall estimate bills and render estimated bills to Customers in accordance with the prevailing provisions of the Commission's regulations at 16 NYCRR § 11.13 (for Residential Customers) and 16 NYCRR § 13.8 (for Non-Residential Customers). Without limiting the applicability of the foregoing Commission regulations, the following describes the general method and manner in which the Company shall estimate and render estimated bills.

At its option, when meters are read on other than a monthly schedule, the Company may render estimated bills to Customers on a monthly basis for the periods when meter readings are not obtained, and such bills shall be due and payable by each Customer upon presentation by the Company, subject to the Company's standard payment terms.

Upon request, the Company shall provide to a Customer a card upon which the Customer can mark its meter readings for any month, mail it to the Company, and receive a bill for the month's electric service.

When monthly bills are not rendered by the Company, a Customer, at its option, may voluntarily pay the Company its own estimate of a monthly bill, and such payment shall be shown by the Company as a credit on the next bill rendered to that Customer.

In the event the Company is unable to gain access to the meter location to obtain meter readings, it may, at its option, estimate the amount of electric service supplied based upon the Customer's past use and render a bill, which shall be paid in accordance with the Company's standard payment terms. Any bills covering subsequent meter readings shall reflect any adjustment due to under- or over-estimation, or any unusual circumstances known to have affected the quantity of electricity used by the Customer or consumed at the premises.

## Rule 15 - Meter Reading and Rendering of Bills (continued)

The Company shall issue an estimated bill to a Customer for energy used when, during any current or prior periods, a Customer's meter fails to register the amount of electricity consumed or, upon test, said meter is found to be operating incorrectly. The amount of the bill or adjustments to prior bills shall be estimated by the Company, giving due consideration to the amount of use for the periods preceding and subsequent to such defective registration(s) by the meter.

Where the Company did not obtain an actual reading from the meter(s) of a Non-Residential demand account at the time of a regularly scheduled or follow-up reading attempt, the Company shall make another reading attempt as soon as possible and within seven (7) calendar days after its last attempt.

Where the Company has billed a Non-Residential Customer's account based on the readings of a remote registration device for six (6) 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.

Where the Company has billed a Non-Residential Customer's account based on Customer readings for six (6) 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 (7) calendar days after the last attempt, either make another reading attempt or an appointment with the Customer to read the meter.

Unless a Non-Residential Customer does not have access to the meter or the Customer shall be unable to obtain a reliable meter reading, the Company shall, at the time of any unsuccessful reading attempt, leave at the premises or mail to the Customer a meter reading card for the non-demand meter.

The Company shall render an estimated bill for a regular cycle billing period for a Non-Residential Customer only when:

Rule 15 - Meter Reading and Rendering of Bills (continued)

The Company has failed to obtain access to the meter(s);

Circumstances beyond the control of the Company made obtaining an actual reading of the meter(s) extremely difficult, despite having access to the meter area; provided, however, that estimated bills for this reason may be rendered no more than twice consecutively without the Company advising the Customer in writing of the specific circumstances and the Customer's obligation to have the circumstances corrected;

The Company has good cause for believing that an actual or Customer reading obtained 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 before the rendering of the next cycle bill;

Circumstances beyond the control of the Company prevented the meter reader from making a premises visit;

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 before the rendering of the next cycle bill;

An estimated reading has been prescribed or authorized by the Commission for a particular billing cycle;

An estimated reading is the approved billing method in accordance with the Company's Tariff for the billing; or

An unmetered condition was in existence during the period.

The Company shall begin providing no access notices to a Non-Residential Customer commencing with the second consecutive bill estimated in the case of accounts billed for demand, or the fourth consecutive bill estimated in the case of accounts not billed for demand, or the tenth consecutive bill estimated based on a remote registration device or a Customer reading.

## Rule 15 - Meter Reading and Rendering of Bills (continued)

The no access notices and charges shall be directed only to the access controller. In any case where the access controller is not the Non-Residential Customer of the subject account, a copy of these no access notices shall also be sent to the Customer at the same time.

The no access charge is One Hundred Dollars (\$100) per building or premises to be added to any single bill of the access controller even though more than one meter may be located there.

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

**(3) Collective Billing**

Upon a Customer's request and the Company's approval, a Customer with multiple accounts may receive Collective Billing. Collective Billing may be permitted by the Company in those cases where meter read and due dates of the multiple accounts allow for Collective Billing without adversely affecting the timely payment of bills and does not have an adverse financial impact on the Company. The Company may, in its sole discretion, charge Customers an additional fee for Collective Billing to offset any actual or potential adverse financial impact on the Company. A single due date for those accounts subject to Collective Billing shall be established by the Company and provided to the Customer. Collective Billing shall not commence unless and until the Customer agrees to the due date established for such Collective Billing.

**(4) Prorated Bills**

When the interval between readings of Customers' meters is substantially greater or less than the normal billing period, specified in this Rule 15.B(8), the Company shall compute bills by prorating charges based on the relationship

## Rule 15 - Meter Reading and Rendering of Bills (continued)

between the time covered by the meter reading and one (1) month. If a bill is paid by a Customer within the period specified on the bill, the net amount on said bill shall apply; otherwise the net amount on the bill plus a late payment charge shall be payable by the Customer and due to the Company.

**(5) Special Billing**

The Company shall consider all requests from Customers to deviate from the Company's standard billing practices and procedures, including those described in this Tariff. The Company may, in its sole discretion, agree to provide special billing to a Customer, subject to such terms and conditions as the Company may prescribe including, but not limited to, payment by the Customer of all costs associated with the Company providing such special billing.

**(6) Levelized Billing****Residential Customers**

At the request of a Residential Customer for Levelized Billing, the Company shall estimate the Customer's Delivery Service Charges or Full Service Charges, for a twelve (12) month period. A levelized bill for approximately one-twelfth (1/12) of such estimate shall be rendered monthly by the Company subject to a monthly historical review by the Company which may result in a change in the levelized monthly amount to be paid by the Customer. The Company shall reflect on the final bill any and all billing charges/adjustments for the Customer's actual usage during the twelve (12) month period. When a Customer desires Levelized Billing prior to having twelve (12) months of usage history, the estimated total charge during such period shall be divided by the number of months in the period. If a Customer fails to pay any outstanding bill by the time its next monthly bill is rendered, the Company may, in its sole discretion, terminate that Customer's Levelized Billing arrangements.

## Rule 15 - Meter Reading and Rendering of Bills (continued)

**Non-Residential Customers**

The Company will provide a written notice offering a voluntary levelized payment plan to eligible Customers at least once in each 12-month period whereby an annual billing will be estimated and a bill rendered monthly for one-twelfth of such estimated annual bill. Any adjustment necessary in applying for the full annual period the actual charges herein established will be made in the final bill for the annual period.

All Customers can apply for a levelized payment plan except those Customers who have less than twelve (12) months of billing history at the premises, seasonal, short-term or temporary Customers, Customers who have arrears, Customers who, for any reason, ceased being billed on a previous levelized payment plan before the end of the plan year in the past twenty-four (24) months, or Customers whose pattern of consumption is not sufficiently predictable to be estimated on an annual basis with any reasonable degree of certainty.

A Customer may request that the Company remove him from the levelized payment plan and reinstate regular billing at any time, in which case the Company will render a final levelized settlement bill, and will do so no later than by the time of the next cycle bill that is rendered more than ten (10) business days after the request. The Company will only remove a Customer from its levelized payment plan if the Customer becomes ineligible under the prior paragraph and provided that the Company has given the Customer an opportunity to become current in payment, if delinquency is the cause of the Customer's ineligibility, provided further that such opportunity need only be given once in any 12-month period.

**(7) Quarterly Payment Plan**

The Company shall offer any Residential Customer, sixty-two (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 One Hundred Fifty Dollars (\$150) in accordance with Section 38 of the Public Service Law.

## Rule 15 - Meter Reading and Rendering of Bills (continued)

**(8) Billing Month**

The Company shall read and bill Customers based on a predetermined meter reading schedule. The Company's billing month is one-twelfth (1/12) of a year, or the period of approximately thirty (30) days between two (2) regular consecutive readings of the Company's meter(s) installed on the Customer's premises, but not less than twenty-six (26) days and not more than thirty-five (35) days.

**(9) Combined Billing**

Residential Customers with both a metered Residential Service and a Private Outdoor Lighting Service may request to receive Combined Billing from the Company for the two services.

Combined Billing for Non-Residential Customers shall be restricted as stated in the applicable Service Classification No. 3 of this Tariff.

A Delivery Service Customer shall receive Combined Billing from the Company for its Delivery Service and ESCO Service unless the Customer requests separate billing.

**(10) Minimum Billing**

Each Service Classification of this Tariff applicable to Residential and Non-Residential Customers shall specify the minimum billing applicable to all service and Customers taking service under such Service Classification.

**(11) Transformer Losses Adjustment**

The Company may, at its option, meter its electric service at Primary Voltage of Company-owned transformers or at the Secondary Voltage of Customer-owned transformers. In such cases, the applicable kilowatt demand charge shall be increased (in the case of metering at Secondary Voltage) or decreased by (in the case of metering at Primary Voltage) 2.5% to compensate for transformer losses.

## Rule 15 - Meter Reading and Rendering of Bills (continued)

**(12) Billing for Vandalism, Theft or Deception**

In the event there is any evidence that the Company's meters or other equipment on the Customer's premises have been tampered or interfered with by any means whatsoever, resulting in improper or non-registration of service supplied, the Customer being supplied through such equipment shall pay to the Company the amount the Company estimates is due for service used but not registered on the Company's meter, and the cost of any repairs or replacements, inspections and investigations relating thereto including, but not limited to, all administrative expenses associated with the investigation(s) (e.g., Legal, Accounting / Billing, etc.). Under these circumstances, the Company may, at its option, terminate its service immediately and/or require the Customer to pay all costs correcting any and all unauthorized conditions at the premises. In the event service has been terminated under these circumstances, it shall not be restored to the Customer's premises until (i) the Customer has a certificate of compliance with the provisions of the National Electric Code and the regulations of the National Fire Protection Association has been issued by the municipal inspection bureau or by any Company-accepted inspection agency: (ii) the Customer has complied with all of the Company's requirements; and (iii) the Customer pays the Company a reconnection fee and deposit.

In the event there is any evidence that a Customer knowingly and willfully obtained service for themselves or for another by creating or reinforcing a false impression, statement or representation and fails to correct the same, the Company shall immediately correct the account information it questions and issue an adjustment for all current or previous amounts. The Customer shall be required to show proof of identity and sign an agreement for payment of all electric service received, plus any and all costs and administrative expenses associated with any investigation(s) (i.e., Legal, Accounts / Billing, etc.) which shall be added to their account. The Customer shall have three (3) business days in which to provide proof of identity. The Company may, in its sole discretion, terminate a Customer's electric service if the Customer fails to provide such proof of identity within the aforementioned time period.

**16. Payment of Bills**

Except as otherwise provided in this Tariff, bills for electric service shall be rendered monthly based upon the Company's read and billing schedule and are due and payable by the Customer to the Company upon presentation by the Company for service furnished during the preceding period.

Remittances mailed by the Customer for the amount(s) due shall be accepted by the Company as if tendered within the period to avoid late payment charges, if such payment is received by the Company no more than five (5) days after the due date of the bill.

All bills for Residential and Non-Residential Customers are due when personally served or three (3) days after the mailing of the bill except for state agencies. Residential bills paid more than twenty-two (22) days after the bill is due and Non-Residential bills paid more than twenty (20) days after the bill is due, except for state agencies, shall be required to pay a late payment charge. If payment is not made on or before the date shown on the bill, a late payment charge of 1.50%, per month, shall be applied to all unpaid and overdue amounts, and may be applied to unpaid late payment charges applied to previous bills.

Late payment charges are applicable to Non-Residential Customers where the amount billed for service used that was previously unbilled because the service was being provided through tampered equipment and the Company can demonstrate either that the condition began since the Customer initiated service or that the Customer actually knew or reasonably should have known the original billing was incorrect; and where there is a balance due under a Deferred Payment Agreement.

Service to state agencies shall be rendered in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984, effective July 1, 1984).

All payments made by or on behalf of a Customer shall be applied to a Customer's account in accordance with the Commission's payment posting rules should any posting rules exist.

A Customer's account is delinquent when not paid in full by the due date stated on the bill or otherwise agreed upon by the Customer and the Company. The Company shall pursue collections of outstanding Residential delinquent account balances in accordance with this Tariff and Commission Regulations. Termination of service shall occur only for non-payment of undisputed delinquent accounts associated with the Company's regulated charges.

## Rule 16 - Payment of Bills (continued)

In the case of non-payment of a Customer's delinquent bill applicable to the Company's charges, the Company may, in its sole discretion, terminate its electric service and remove its equipment in accordance with this Tariff and Commission Regulations. The Company shall not condition restoration of service on payment of ESCO charges.

**17. Backbilling for Company Charges - Non-Residential Customers**

Every backbill shall contain a written explanation of the reason for the backbill and if the backbill covers more than a twenty-four (24) month period, a statement setting forth the reason(s) the Company did not limit the backbill as specified in this Rule 17.

Every backbill shall contain, or be accompanied by, all required normal bill information.

Every backbill covering more than a one (1) month period, other than a catch-up backbill, shall contain a notice advising the Customer that he may obtain upon request a detailed billing statement showing how the charges were calculated, including any late payment charges. All catch-up backbills shall clearly indicate how the backbill was calculated, whether as if the service were used during the current cycle, or as if redistributed back to the last actual reading.

A backbill shall be accompanied by an offer of a Deferred Payment Agreement, if applicable.

The Company shall not render a backbill more than six (6) months after the Company actually became aware of the circumstance, error or condition that caused the underbilling, unless a court extends the time to render a backbill.

The Company shall not upwardly revise a backbill unless (i) the first backbill explicitly stated that the Company reserved the right to do so; (ii) the revised backbill is rendered within twelve (12) months after the Company actually became aware of the circumstance, error, or condition that caused the underbilling; and (iii) the Customer knew or reasonably should have known that the original billing or the first backbill was incorrect, or new information shows that the first backbill was incorrect.

## Rule 17 - Backbilling for Company Charges - Non-Residential Customers (continued)

The Company shall render a downwardly revised backbill as soon as reasonably possible and within two (2) months after the Company becomes aware that the first backbill was excessive.

The Company shall not render a backbill for any underbilling when the reason for the underbilling is apparent from the Customer's service application, or could have been revealed in a service application and the Company failed to obtain and retain one.

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

The Company shall not bill a Customer for service rendered more than twenty-four (24) months before the Company actually became aware of the circumstance, error, or condition that caused the underbilling, unless the Company can demonstrate that the Customer knew or reasonably should have known that the original billing was incorrect.

The Company shall not upwardly revise an estimated demand unless it can demonstrate that, for the period during which the demand was estimated, it complied with the meter reading requirements and the no access procedures.

All revised demands shall be based on the best available information including the Customer's present and historical energy consumption and load factor.

No revised demand shall exceed ninety-five percent (95%) of the subsequent actual demand, unless the Company has, along with the estimated demand bill, offered a special appointment to read the meter, and the Customer failed to arrange and keep such appointment, in which case the estimated demand may be revised up to the level of the subsequent actual demand.

The Company shall downwardly revise any estimated demand that exceeds the subsequent actual demand, within thirty (30) calendar days after such actual demand was obtained.

## Rule 17 - Backbilling for Company Charges - Non-Residential Customers (continued)

The Company shall only upwardly revise an estimated demand within sixty (60) calendar days after the subsequent actual demand was obtained.

**18. Interest on Customer Overpayments**

The Company shall provide interest on Customer overpayments in accordance with 16 NYCRR, § 145, Interest on Customer Overpayments to Electric Utilities.

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

The rate of interest on Customer overpayments shall be the greater of the unadjusted Customer deposit rates 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 pay interest on any Customer refunds in accordance with 16 NYCRR, § 145, Interest on Customer Overpayments to Electric Utilities, described in Case 91-M-0667 and 28570 after August 24, 1992, except where Customer overpayments are refunded within thirty (30) days after such overpayment is received by the Company.

**19. Administrative Charges****A. Returned Check Charges**

If a check or electronic transfer of funds received by the Company in payment of a Customer's account is returned unpaid or denied to the Company by the Customer's bank, a Twelve Dollar (\$12.00) charge for the returned check shall be added by the Company to the Customer's account and the Customer shall pay this amount to the Company in addition to all other applicable charges.

## Rule 19 - Administrative Charges (continued)

**B. Reconnect Charges**

A Residential Customer who requests a disconnection and reconnection of service at the same location within a 12-month period shall pay the Company a reconnect charge equivalent to the monthly minimum charge stated in the Customer's applicable Service Classification multiplied by the number of months between the disconnect and reconnect period, or the minimum reconnect charge stated below, whichever is greater.

Every Residential Customer that requests a connection or a reconnection that permits the Company to use personnel who actually perform the required work during the Company's normal work day, the Residential Customer shall pay the Company a fee of Thirty Two Dollars (\$32.00).

Every Residential Customer that requests a connection or a reconnection that requires the Company to use personnel who must extend their work day to complete or perform the reconnection beyond the Company's normal time for close of business, the Residential Customer shall pay the Company a fee of Forty Four Dollars (\$44.00).

Every Residential Customer that requests a connection or a reconnection that requires the Company to recall and use personnel to actually perform the work who have completed their normal work day, the Residential Customer shall pay the Company a fee of Eighty Three Dollars (\$83.00).

Every Non-Residential Customer shall pay the Company a reconnection fee / charge that is the higher of (i) the Residential Customer reconnect fees / charges or (ii) the Company's actual cost for reconnection of that particular Non-Residential Customer.

**C. Exit Fees**

If a Customer installs on-site generation after January 1, 2001 that (i) operates in parallel with generation of the Company's transmission distribution system and (ii) which serves all or a portion of a Customer's electrical load that results in a decrease

## Rule 19 - Administrative Charges (continued)

of kWh consumption of at least ten percent (10%) when compared to the Customer's year 2000 kWh consumption, the Customer shall be liable for and pay to the Company an exit fee. The monthly exit fee charge shall be equal to the Customer's year 2000 billing month kWh consumption minus the Customer's same current billing month kWh consumption times the Customer's applicable service classification Non-Utility Generation Charge per kilowatt-hour. The charges in this Rule 19 are in addition to any applicable Tariff charges.

**20. Cable TV Pole Attachment Charges**

Where cable TV companies have attachments to Company owned poles, the annual rental charge to the cable TV company shall be Eight Dollars and Eight Cents (\$8.08) per pole. The rate, which may change from time to time, shall be calculated in accordance with the Provisions of Opinion 83-4 in Case 26494 and Case 91-M-1166.

**21. Determination of Demand**

A Customer's active and/or reactive demand (if applicable) shall be measured by a meter acceptable to the Company registering the rate of use of energy and reactive energy during a specified time interval during each billing period. If, for any reason, the Company is unable to supply the Customer kilowatt or kilovar meters, the Company may, at its option, determine the Customer's use by means of periodic kilowatt or kilovar tests or estimates.

**22. Discontinuance of Service****A. Residential Customers**

The Company may discontinue the supply of electricity for non-payment of bills rendered for service or for failure to post a lawfully required deposit at least fifteen (15) days after written notice has been served personally upon the Residential Customer or mailed to the Residential Customer. This notice may not be issued until at least twenty (20) days have elapsed from the date payment was due.

## Rule 22 - Discontinuance of Service (continued)

If the Customer has specified to the Company in writing an alternate address for billing purposes, the notice shall be sent to such alternate address rather than to the premises where service is rendered.

Every notice indicating discontinuance of service shall clearly indicate in non-technical language: (i) the reason for service discontinuance; (ii) the total amount required to be paid indicating the amount for which the Customer's account is either in arrears or the required deposit, if any, which must be posted by the Customer to avoid discontinuance of service, or both; (iii) a method whereby the Customer may tender payment of the full sum due and owing, including any required deposit, to avoid the discontinuance of service; (iv) the availability of Company procedures for handling complaints prior to discontinuance, including the address and telephone number of the office of the Company the Customer may contact in reference to his or her account; (v) the earliest date on which discontinuance may be attempted; (vi) have printed on the face thereof in a size type capable of attracting immediate attention, the following:

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

and (vii) shall include a summary to Residential Customers as prepared or approved by the Commission stating the protections available to them together with a notice that any Customers eligible for such protections should contact the Company.

The Company shall not discontinue service for nonpayment of bills rendered or for failure to post a required deposit unless: (i) it has verified that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the required notice period, and (ii) it has verified on the day discontinuance occurs that payment has not been posted to the Customer's account as of the opening of business on that day, or has complied with procedures established for rapid posting of payments.

## Rule 22 - Discontinuance of Service (continued)

The Company shall take reasonable steps to establish procedures to insure that any payments made in response to notices of discontinuance, when the Customer brings the fact that such a notice has been issued to the attention of the Company or its authorized collection agents, are either: (i) posted to the Customer's account on the day payment is received or (ii) processed in some manner so that discontinuance shall not occur.

The Company shall not discontinue service to any person for nonpayment of bills or for failure to post a required deposit on a Saturday, Sunday, public holiday, or day on which the main business office of the Company is not open for business. For purposes of this Section, the term "public holiday" refers to those holidays enumerated in the General Construction Law.

The Company shall not discontinue service to any Residential Customer for nonpayment of bills or for failure to post a required deposit on a Friday, or the day immediately preceding a day on which the main business office of the Company is not scheduled to be open for business, or the day immediately preceding a public holiday, or during a two-week period encompassing Christmas and New Year's Day. Residential disconnection shall be made only between the hours of 8:00 a.m. and 4:00 p.m.

The Company shall permit a Residential Consumer to designate a third party to receive a copy of every notice of discontinuance of service sent to such Residential Customer, provided that such third party indicates in writing his or her willingness to receive such notices.

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

## Rule 22 - Discontinuance of Service (continued)

The Company shall not discontinue service to a two-family dwelling that is known by the Company to contain residential units where service is provided by a single meter, unless the notices specified in the Public Service Law have been given.

Paragraphs contained in this Rule 22 for Residential Customers which provides for (i) verification of delinquent account prior to discontinuance, (ii) rapid posting of payments in response to notices of discontinuance, (iii) days and time when discontinuance of service is not permitted and (iv) voluntary third party notice prior to discontinuance of service shall be applicable with respect to the discontinuance of service to entire multiple dwellings. During the cold weather period beginning November 1 of each year and ending April 15 of the following year, the written notices required in the paragraphs contained in this Rule 22 dealing with discontinuance of service to (i) entire multiple dwellings and (ii) two-family dwellings shall be provided not less than thirty (30) days before the intended termination.

The Company may disconnect service when an emergency may threaten the health or safety of a person, a surrounding area or the utility's distribution system. The Company shall act promptly to assure restoration of service as soon as feasible. Service shall be restored before it may be terminated again for any other reason.

Special emergency procedures, required by 16 NYCRR, Part 11, Section 11.5, Termination of Residential Service - Special Procedures, provide special protections for specified Residential Customers regarding the termination and restoration of service in cases involving medical emergencies, the elderly, blind or disabled individuals, and terminations during cold weather. Copies of the Company's special procedures are on file with the Commission and are available to the public upon request at Company offices where application for service may be made.

Receipt of a subsequently dishonored negotiable instrument in response to a notice of discontinuance shall not constitute payment of the Customer's account, and the Company shall not be required to issue additional notice prior to discontinuance.

## Rule 22 - Discontinuance of Service (continued)

**B. Non-Residential Customers**

The Company, after providing advance final notice of termination and fulfilling all other requirements under 16 NYCRR, Part 13, § 13.3, Termination of Service, may discontinue service when the Non-Residential Customer fails to pay any tariff charge due on his account for which a written bill itemizing the charge has been sent, except for charges that reflect service used more than six (6) years prior to the time the bill first containing these charges was rendered, or fails to pay amounts due under a Deferred Payment Agreement, or fails to pay a required security deposit, or fails to provide reasonable access to the premises for rendering of the Company's service, or fails to comply with provisions of the Tariff which permits the Company to refuse to supply or terminate electric service.

The Company may terminate electric service to a Customer without providing advance notice of the termination when it finds electric service being supplied through tampered Company equipment and has evidence that the Customer opened the account and used the service prior to the creation of the condition or that the Customer knew, or reasonably should have known, that service was not being fully billed; and has rendered a written unmetered service bill, and has made reasonable efforts to provide to a person in charge of the premises the written unmetered service bill, and oral notice of the conditions, if any, under which the Company shall continue service, which may include the payment by cash, certified check, or money order within two (2) hours, of some portion of the bill up to, but not exceeding, fifty percent (50%), and has not received the required payment.

A final notice of termination shall state the reason(s) for termination including (i) the total amount required to be paid, if any; (ii) the manner in which termination may be avoided; (iii) the earliest date on which termination may occur; (iv) the address and telephone number of the office of the Company that the Customer may contact in reference to his account; (v) Company procedures that are available for considering Customer complaints prior to discontinuance; (vi) Commission procedures that are available for considering Customer complaints when a Customer is not satisfied with the Company's handling of the complaint, including the address and telephone

## Rule 22 - Discontinuance of Service (continued)

number of the appropriate Commission office' (vii) that it is a termination notice which should be brought to the attention of the Company when the bill is paid; (viii) that payment of the charges with a check that is subsequently dishonored may result in immediate termination of service without further notice; and (ix) that at the time the Company goes to the premises to terminate service, it may require any payment to be made with cash, certified check, or money order if the Customer has, within the last twenty-four (24) months, paid with a check that was dishonored.

A final notice of termination may be issued when at least twenty (20) calendar days have elapsed from the date payment was due, which is three (3) calendar days after mailing of the bill or upon personal service of the bill, or the date given in a written notice to cure a tariff violation, or where the reason for the notice is the failure to provide access, except that a final notice of termination for non-payment may be issued or sent on or after the date payment was due when any portion of the charge that the Customer has failed to pay is for unmetered service that was being supplied through tampered equipment and for which an unmetered service bill in accordance with the Tariff has been rendered, or when the charge that the Customer has failed to pay is the installment amount due in accordance with a Deferred Payment Agreement - Non-Residential, shown in Rule 31 as Form #9, or when the Company has accepted a written waiver of the Customer's right not to be sent a termination notice in accordance with this Tariff.

A final notice of termination shall not be sent while a complaint is pending before the Company or the Commission for non-payment of the disputed charges or for any other reason that is the subject of the complaint. Nothing bars the Company from sending such notice for non-payment of undisputed charges or for reasons not at issue in the complaint.

The Company shall not terminate service for the reasons set forth in this Rule 22 for Non-Residential Customers for five (5) calendar days after a final notice of termination has been personally served upon the Customer or for eight (8) calendar days after a final notice of termination has been mailed to the Customer at the location where service is rendered or to any alternative address for mailing purposes previously provided to the Company.

## Rule 22 - Discontinuance of Service (continued)

The Company shall not terminate service on a Saturday or Sunday, Public Holiday as defined in the General Construction Law, a day on which the business offices of the Company are closed for business, or a day on which the Commission is closed.

On days when termination may occur, the Company may terminate service between the hours of 8:00 a.m. to 6:00 p.m., except that on days preceding the days listed in this Rule 22 for Non-Residential Customers, termination may only occur after 3:00 p.m. if the Customer or any person in charge of the premises is informed prior to termination in a personal contact that termination is about to occur and the Company is prepared to accept a check for any payment required to avoid termination.

The Company shall not terminate service unless it has verified on the day termination is scheduled that payment has not been posted to the Customer's account as of the opening of business on that day.

The Company shall strive to physically terminate service whenever a final notice of termination is sent.

The Company shall not terminate service more than sixty (60) calendar days after issuance of the final termination notice, unless it has, during that time, issued a termination reminder notice that states the current arrears due, if applicable. The Company shall not terminate service more than ninety (90) calendar days after issuance of the final termination notice unless it has, during that time, issued a termination reminder notice that contains all the information as required in the final notice of termination.

The Company shall not terminate service while a complaint is pending before the Company or the Commission and for eight (8) calendar days after resolution by the Company or by the Commission or its authorized designee, for non-payment of the disputed charges or for any reason that is the subject of the complaint. Nothing bars the Company from termination for non-payment of undisputed charges or for reasons not at issue in the complaint.

## Rule 22 - Discontinuance of Service (continued)

The Company shall ensure that any payments made in response to final notices of termination when the Customer brings the fact that such a notice has been issued to the attention of the Company or its collection agents are posted to the Customer's account on the day payment is received, or are processed in some manner so that termination shall not occur.

If a Customer claims, at the time that termination for non-payment is to take place, that payment has already been made and produces a written business record of payment, or claims that there is a complaint pending before the Company or the Commission with regard to the charges demanded, the Company's field representative shall make a reasonable effort to verify this information with a Company office representative and shall not terminate service for non-payment of any verified disputed amount.

If a Customer offers payment of the full amount that forms that basis for a scheduled termination at the time of termination, the Company representative shall accept such payment and not terminate service.

If an eligible Customer signs a Deferred Payment Agreement for the full amount that forms the basis for a scheduled termination and offers payment of the required down payment at the time of termination, the Company representative shall accept such down payment and not terminate service. If the Company allows the Customer an extension of time to go to a business office to sign the Deferred Payment Agreement - Non-Residential, and the Customer agrees to do so and offers payment of the required down payment, the Company representative shall accept such down payment and not terminate service; provided, however, that the Company may terminate service without further notice if the Customer fails to sign the agreement within the specified time.

If a Customer has, within the last twenty-four (24) months, paid for service with a check that was dishonored, the Company has the right to accept only cash, certified check, or money order as payment.

Whenever payment is made at the time of termination, the Company's field representative shall provide a Customer with a receipt showing the date, the account number, the amount received, the form of the payment and either the name or identification number of the Company representative.

## Rule 22 - Discontinuance of Service (continued)

Receipt of a subsequently dishonored check or other form of payment in response to a notice of termination or tendered to a Company representative shall not constitute payment of a Customer's account, and the Company shall not be required to issue additional notice prior to termination.

Nothing in this Section shall affect the Company's right to suspend, curtail or disconnect service (i) when there is no Customer and the Company can show that the user shall require service for a period of less than one (1) week, provided that it makes a reasonable effort to advise the user before disconnection and to provide the user an opportunity to apply for service, or (ii) when there is no Customer and the Company has provided advance written notice to the occupant either by posting it forty-eight (48) hours or by mailing it least five (5) and no more than thirty (30) calendar days before disconnection, or permitted under Rule 27, advising the occupant of the location of the nearest Company business office where application can be made, stating its intent to disconnect service unless the responsible party applies for service and is accepted as a Customer.

Nothing in this Section shall affect the Company's obligation to comply with the additional requirements relating to termination of service to entire multiple dwellings and two-family homes.

**C. Discontinuance of Service to Illegal Highway Signs**

Electrical service to illuminated outdoor advertising signs, displays, or devices shall be discontinued upon notice from the New York State Department of Transportation (DOT) that such signs, displays, or devices have been declared illegal under Sec. 88 (8) of the Highway Law, subject to the following conditions:

Service to an illegal sign display, or device shall be discontinued only if there shall be no adverse effect on electric service supplied for any other purpose.

Discontinuance of service shall be made only after receipt of written notice and request for discontinuance, signed by an authorized DOT official, stating that (i) the necessary finding has been made and (ii) the 30-day statutory notice has been given and has not been stayed, modified, or revoked. The notification shall contain DOT's statement that its personnel shall immediately remove an illegal sign, display, or device and the anticipated removal date.

## Rule 22 - Discontinuance of Service (continued)

DOT's request for discontinuance of electric service to the illegal sign, display, or device shall contain a statement that the cost of terminating service shall be reimbursed to the Company by DOT.

Service to the illegal sign, display, or device shall be discontinued no later than fifteen (15) days after Company's receipt of written notice from DOT.

**23. Reconnection of Service****A. Residential Customers**

Where a Residential Customer's service is discontinued for nonpayment of bills, the Company reserves the right to refuse to furnish service until: (i) the Company receives the full amount of arrears for which service was terminated; (ii) the Company and the Customer reach agreement on a Deferred Payment Plan and the payment of a down payment, if required, under that plan; (iii) upon the direction of the Commission or its designee; (iv) upon the receipt by the Company of a commitment of a direct payment or written guarantee of payment from the social services official of the social services district in which the Customer resides; or (v) where the Company has notice that a serious impairment to health or safety is likely to result if service is not reconnected. Doubts as to whether reconnection of service is required for health or safety reasons shall be resolved in favor of reconnection.

The Company shall reconnect electric service, unless prevented by circumstances beyond its control or where a Customer requests otherwise, to any disconnected Residential Customer not more than twenty-four (24) hours after the conditions stated in Rule 16 have been satisfied. Whenever circumstances beyond the Company's control prevent reconnecting of electric service within twenty-four (24) hours, electric service shall be reconnected within twenty-four (24) hours after those circumstances cease to exist.

## Rule 23 - Reconnection of Service (continued)

**B. Non-Residential Customers**

The Company shall reconnect electric service that has been terminated solely for non-payment of bills for any tariff charge or a security deposit within twenty-four (24) hours of the Non-Residential Customer's request for reconnection, upon receipt by the Company of the reconnection charge, any other charges, fees or penalties due, legal fees, court costs, and disbursements, if applicable, and either the full amount of arrears and/or a security deposit for which service was terminated, and any other tariff charges billed after the issuance of the termination notice which are in arrears at the time reconnection is requested, or the signing of a Deferred Payment Agreement - Non-Residential for said amounts and the receipt of a down payment, if required under the Deferred Payment Agreement.

The Company shall reconnect electric service that has been terminated solely for failure to provide access within twenty-four (24) hours of the Customer's request for reconnection, provided the Customer has allowed access and has made a reasonable arrangement for future access.

The Company shall reconnect electric service that has been terminated solely for a violation of the Tariff within twenty-four (24) hours of a Customer's request for reconnection and, at the option of the Company, either upon receipt by the Company of adequate notice and documentation, or a field verification by the Company, that the violation has been corrected; provided, however, that the field verification, if required, shall be arranged within two (2) business days of the Customer's request or such later time as may be specified by the Customer.

The Company shall reconnect electric service that has been terminated for two (2) or more independent reasons when the Customer has requested reconnection and has satisfied all conditions for reconnection. The reconnection shall be accomplished within the time period applicable to the last condition satisfied under the three (3) preceding paragraphs for Non-Residential Customers.

## Rule 23 - Reconnection of Service (continued)

The Company shall reconnect electric service that has been terminated within twenty-four (24) hours after the direction of the Commission or its designee, which direction may occur only where the termination was in error, or the Customer has filed a complaint with the Commission and has either paid in full the undisputed amount, or has entered into a Deferred Payment Agreement - Non-Residential for such amount and has paid the required down payment.

Whenever circumstances beyond the Company's control prevent reconnection of electric service within twenty-four (24) hours of any of the events specified above, electric service shall be reconnected within twenty-four (24) hours after those circumstances cease to exist.

**24. Deferred Payment Agreement****A. Residential Customers**

Generally the Company shall offer any eligible Residential Customer or Applicant a Deferred Payment Agreement - Residential with specified terms as required by 16 NYCRR, § 11.10, Deferred Payment Agreements, which sets forth in detail the procedures summarized here. The agreement offer shall be made in duplicate on the Deferred Payment Agreement - Residential as shown in Rule 31, Form #8.

All Residential Customers and Applicants are eligible for an agreement unless the Customer has broken an existing payment agreement which required payment over a period at least as long as the standard agreement described below, or the Commission determines that the Customer or Applicant has the resources to pay the bill.

A specific written offer shall be made to eligible Customers before any date of threatened termination of service, where payment of outstanding charges is a requirement for reconnection or acceptance of an application for service, and when a Customer has broken an agreement that was for a shorter period than the standard agreement.

## Rule 24 - Deferred Payment Agreement (continued)

Before making a written offer, the Company shall 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 termination for up to (ten) 10 days for the purpose of negotiating an agreement.

If the Company and the Customer or Applicant are unable to agree upon specific terms, the Company shall offer an agreement with the following terms: (i) a down payment up to fifteen percent (15%) 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, fifty percent (50%) of such amount and (ii) monthly installments up to the cost of one-half of one month's average use or one-tenth of the balance, whichever is greater.

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 notice of termination, the signed agreement must be returned to the Company by the day before the earliest day on which termination may occur in order to avoid termination. If the agreement is not signed and returned as required, the Company may terminate service on or after the date specified on the final notice of termination.

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 shall amend the terms of the agreement to reflect such changes.

If a Customer fails to make timely payment of installments in accordance with a Deferred Payment Agreement, the Company shall send a reminder notice before sending a final notice of termination. If a Customer fails to pay an installment by the 20th day after payment was due and has not negotiated a new agreement, the

## Rule 24 - Deferred Payment Agreement (continued)

Company shall demand full payment and send a final notice of termination in accordance with 16 NYCRR, § 11.4, Termination of Residential Service, 16 NYCRR, § 11.10, Residential Customer Deferred Payment Agreements, and Rule 22, Discontinuance of Service Residential of this Tariff.

**B. Non-Residential Customers**

The Company shall provide a written notice offering a Deferred Payment Agreement - Non-Residential as shown in Rule 31, Form #9 to an eligible Non-Residential Customer not less than five (5) calendar days before the date of a scheduled termination of service for non-payment of arrears, as indicated on a final termination notice, or eight (8) calendar days if mailed, provided the Customer has been a Customer for at least six (6) months and the arrears on which the outstanding termination notice is based exceeds two (2) months average billing, and when a backbill is rendered, which exceeds the cost of twice the Customer's average monthly usage or One Hundred Dollars (\$100), whichever is greater; provided, however, that the Company shall not be required to offer an agreement when the Customer knew, or reasonably should have known, that the original bill was incorrect.

If the Company and a Customer agree to terms of a Deferred Payment Agreement - Non-Residential in a telephone conversation, the Company shall send the Customer two (2) fully completed copies of the agreement, signed by the Company, for the Customer to sign and return.

Any Customer is eligible for a Deferred Payment Agreement - Non-Residential except the Company does not have to offer a Deferred Payment Agreement - Non-Residential to a Customer who owes any amounts under a prior Deferred Payment Agreement - Non-Residential, or a Customer who failed to make timely payments under a prior Deferred Payment Agreement in effect during the previous twelve (12) months, or a Customer that is a publicly held company, or a subsidiary thereof, or a seasonal, short-term or temporary Customer, or a Customer who, during the previous twelve (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

## Rule 24 - Deferred Payment Agreement (continued)

on any account in excess of 40 KW, or a Customer who the Company can demonstrate has the resources to pay the bill, provided that the Company notifies the Customer of its reasons and of the Customer's right to contest this determination through the Commission's complaint procedures.

The Commission or its authorized designee may order the Company to offer a Deferred Payment Agreement - Non-Residential to a Customer when an agreement is necessary for a fair and equitable resolution of an individual complaint.

Every offer of a Deferred Payment Agreement - Non-Residential shall inform the Customer of the availability of a Deferred Payment Agreement - Non-Residential for eligible Customers, set forth generally the minimum terms to which such Customer is entitled, explain that more generous terms may be possible, and specify the telephone number and the times to call in order to discuss an agreement.

An offer shall also state the date by which the Customer must contact the Company in order to avoid termination, and explain that the Company has the right to a larger down payment if the Deferred Payment Agreement - Non-Residential is not entered into until after a field visit to physically terminate service has been made.

The Customer shall be obligated to make timely payments of all current charges.

Prior to a field visit to physically terminate service, the Customer may be required to make a down payment of up to thirty percent (30%) of the arrears on which an outstanding termination notice is based, or the cost of twice the Customer's average monthly usage, whichever is greater, plus the full amount of any charges billed after the issuance of the termination notice which are in arrears at the time the agreement is entered into, or if the offer is made at the time of a field visit to physically terminate service, the Customer may be required to make a down payment of up to fifty percent (50%) of the arrears on which an outstanding termination notice is based or the cost of four (4) times the Customer's average monthly usage, whichever is greater, plus the full amount of any charges billed after the issuance of the termination notice which are in arrears at the time the agreement is entered into, and to pay the balance in monthly installments of up to the cost of the Customer's average monthly usage or

## Rule 24 - Deferred Payment Agreement (continued)

one-sixth of the balance, whichever is greater, and to pay late payment charges during the period of the agreement, and to pay a security deposit in three (3) installments, fifty percent (50%) down and two (2) monthly payments of the balance, if previously requested.

When the Company renders a backbill, which exceeds the cost of twice the Customer's average monthly usage or One Hundred Dollars (\$100), whichever is greater, provided, however, that the Company shall not be required to offer an agreement when the Customer knows, or reasonably should have known, that the original billing was incorrect, the Customer may be required to pay the outstanding charges in monthly installments of up to the cost of one-half of the Customer's average monthly usage or one twenty-fourth of such charges, whichever is greater.

The Deferred Payment Agreement - Non-Residential may provide for a greater or lesser down payment, a longer or shorter period of time, and payment on any schedule, if mutually agreed upon by the parties.

The first time a Customer fails to make timely payment in accordance with a Deferred Payment Agreement - Non-Residential, the Company shall give the Customer a reasonable opportunity to keep the agreement in force by paying any amounts due under the agreement.

Except as provided in the preceding paragraph, if a Customer fails to comply with the terms of a Deferred Payment Agreement - Non-Residential, the Company may demand full payment of the total outstanding charges and send a final termination notice.

**25. Complaint Procedures**

Any complaint filed regarding the Company's disputed bills, charges or deposits shall be promptly investigated in accordance with the procedures and form of notice required by the Commission rules contained in 16 NYCRR, Section 11.20, Complaints to the Utility and Part 143, Notice of Discontinuance and Complaint Procedures, and 16 NYCRR, § 13.15, Complaint-Handling Procedures.

## Rule 25 - Complaint Procedures (continued)

The Company shall promptly acknowledge such complaints fairly, investigate in a reasonable period of time the complaints and report the results of such investigations promptly to the complainants in plain language. If the report of the investigation is made orally, the Company shall provide the Customer with the report in writing upon request. The Company shall refrain from sending a final notice of termination or from terminating service after the filing of a complaint with the Company as set forth in Rule 22, Discontinuance of Service. At the time, the Company communicates its final response to a Customer's complaint, it shall, if the complaint resolution is wholly or partially in the Company's favor, inform the Customer of the Commission's complaint handling procedures, including the Commission's address and telephone number.

The Company shall not discontinue service regarding a disputed bill or deposit until it has complied with said Commission rules.

If a Customer is unable to reach a satisfactory resolution of a dispute with the Company, the Customer may complain, either orally or in writing, to the Commission, pursuant to 16 NYCRR, Part 12, Consumer Complaint Procedures. The complaint of a Customer to the Commission shall be handled in accordance with the procedures set forth in 16 NYCRR, Part 12, Consumer Complaint Procedures.

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.

**26. Curtable Options**

The availability of this Rule 26 shall be restricted as of January 1, 2001 to existing Full Service Curtable Customers at existing service locations at existing Curtable load levels except during the conditions stated in this Rule. Customers who elect to receive generation service from an ESCO and thereafter return to the Company as a Full Service Customer shall not be entitled to receive Curtable credits on the amount of the load previously subject to Curtable credits or any Curtable service provisions.

## Rule 26 - Curtailable Options (continued)

1. Customers receiving Curtailable credits from the Company who elect to take generation service from an ESCO shall not be eligible for any Curtailable credits from the Company.
2. Customers taking service under this Curtailable Rule shall not be permitted to increase their Curtailable load levels above that Curtailable load level established as of December 31, 2000.

A credit for each kilowatt of Curtailable load shall be applied by the Company to the Customer's monthly bill, provided that such credit shall not reduce the bill below the minimum charge.

The monthly credit for the Curtailable load shall be:

	With 1/2 Hour Notice	With 2 Hours Notice
Service Classification No. 3	\$4.26 per KW	\$4.07 per KW
Service Classification No. 4 & 5	\$4.12 per KW	\$3.91 per KW
Service Classification No. 5, 115 kV or higher	\$3.97 per KW	\$3.77 per KW

provided that such Customer has a Curtailable load of 300 kilowatts or greater and agrees to curtail its load to a predetermined level equal to its Non-Curtailable Service requirements (such level to be determined in advance by the Customer subject to the Company's approval) upon advance notice from the Company. The period of curtailment shall not exceed twelve (12) hours within any one (1) calendar day. The number of curtailments shall not exceed twenty (20) and the aggregate period of curtailment shall not exceed 150 hours per 12-month period. As an alternative, the Customer may elect to take curtailable service for a period of six (6) consecutive months within the contract year of May 1 to April 30. The same six (6) month period shall be in effect throughout the period of the contract. Under this alternative, the number of curtailments shall not exceed ten (10) and the aggregate period of curtailment shall not exceed seventy-five (75) hours per 6-month period. Credits shall be granted only during the specified six (6) month period. The level of Non-Curtailable Service requirements may be revised annually by a Customer as conditions warrant, subject to approval by the Company. Either the Company or the Customer may terminate service under this Rule 26 upon providing the other party at least

Issued under authority of Order of the Public Service Commission dated Dec. 21, 2000 in Case 00-M-1556.

## Rule 26 - Curtailable Options (continued)

one (1) year notice of termination. However, during the period beginning when a Customer initially elects to take service under this provision and ending on the following April 30, such a Customer may, upon thirty (30) days notice to the Company, elect to terminate curtailable service without the requirement of the one (1) year notice set forth above. Thereafter, the one (1) year notice requirement herein shall apply.

The amount of curtailable load to be used in computing the monthly credit shall be the difference between the Customer's billing demand in the current month and the Customer's non-curtailable load as approved by the Company.

A Customer shall be deemed to have failed to curtail when the Customer's maximum 15-minute integrated demand in each period of curtailment has not been reduced to not more than 101% of the "predetermined level." For each kilowatt of demand by which the Customer's demand during a period of curtailment exceeds 101% of the Customer's "predetermined level", the credit shall not be granted by the Company and a charge of three (3) times the monthly credit per kilowatt shall be added by the Company to the monthly charges for service during the billing month in which the Customer's failure to curtail occurred. When more than one (1) curtailment has been requested during the billing month, an average of the differences between the Customer's 15-minute integrated demand and 101% of the Customer's "predetermined level" shall be used to determine the above charge. The above charge shall not be applicable during "buy through" periods as designated in the preceding paragraph. The credit shall be based on the single highest 15-minute integrated demand recorded during any period of curtailment.

The Customer shall pay the Company a monthly charge of one and one-half percent (1 1/2%) of the original cost of all the Company's communication facilities provided to the Customer to facilitate the performance of its obligations under this Rule 26. The Company shall charge and the Customer shall pay the actual cost to the Company of maintaining and repairing its communication facilities, in addition to all other charges for service under this Rule 26, together with out-of-pocket operating expenses such as rental or tolls for communication circuits. The Company shall inform the Customer in advance of the magnitude of the charges proposed to be made pursuant to the first sentence of this paragraph.

## Rule 26 - Curtailable Options (continued)

Any Customer with at least forty percent (40%) of their load subject to curtailment that agrees to additional curtailments, where the number of curtailments shall not exceed twenty-six (26) and the aggregate period of curtailment shall not exceed 195 hours per 12-month period, shall be entitled to a 16-hour Off-peak period for determination of demand. These Customers' On-peak demand hours for billing purposes shall be 9:00 a.m. to 5:00 p.m., prevailing time, Monday through Friday. For those Customers electing to take curtailable service for a period of six (6) consecutive months, the number of curtailments shall not exceed thirteen (13) and the aggregate period of curtailment shall not exceed 97.5 hours for the 6-month period. These Customers' On-peak demand hours for billing purposes during this 6-month period shall be 9:00 a.m. to 5:00 p.m., prevailing time, Monday through Friday.

The Company has the unconditional right, in its sole and exclusive discretion, to limit the capacity which is available to supply service under this Rule 26. Such capacity on the aggregate basis of all Customers served under Rule 26 is limited to five percent (5%) of the Company's annual peak demand in the preceding calendar year.

Upon approval by the Company, any curtailable Customer may expand the Off-peak hours by one (1) hour. The charge for all energy consumed in that hour shall be based on 120% of GPU's hourly PJM market clearing rate or any rate which replaces it in lieu of the standard tariff rate for that hour. Customers electing this Provision shall have their Customer Charge increased by \$269.38 per month.

**27. Disconnection Without Notice**

The Company may suspend, curtail or disconnect service to a residential or non-residential building, unit or piece of equipment without notice when an emergency may threaten the health or safety of a person, a surrounding area, or the Company's generation, transmission or distribution systems. In addition, the Company may suspend, curtail or disconnect service to Non-Residential Customers when there is a need to make permanent or temporary repairs, changes or improvements in any part of the Company's system and when there is a governmental order or directive requiring the Company to do so. The Company shall, to the extent reasonably feasible under the circumstances, provide advance

## Rule 27 - Disconnection Without Notice (continued)

notice to those Customers whose service shall be interrupted for any of the above reasons. The Company shall act promptly to restore service as soon as possible after disconnection, provided, however, that service need not be restored to any building, unit, or piece of equipment if, at the time restoration is to occur, the Company has the lawful right to terminate service for another reason. The Company may disconnect service under the conditions specified in Rule 22 relating to tampered Company equipment.

**28. Liability**

The Customer, by accepting service from the Company, assumes responsibility for the safety and adequacy of the wiring and equipment installed by the Customer. The Customer agrees to indemnify and save harmless the Company from any liability which may arise as a result of the presence or use of the Company's electric service or property or defects in wiring or devices upon the Customer's premises. The Company shall use reasonable diligence to maintain uninterrupted service, but does not guarantee a constant or regular supply of electrical energy and shall not be liable for any damages, including loss of business or loss of production due to variations or cessations in electric supply. Further, the Company shall not be liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control. The Company shall not be responsible for any damage or injury arising from the presence or the use of electric service supplied to the Customer by the Company after it passes from the Company's facilities to the Point of Delivery, unless such damages or injury is caused by the sole negligence or willful misconduct of the Company. Any damage or injury arising from occurrences or circumstances beyond the Company's reasonable control or from its conformance with electric system design, or operation practices shall be conclusively deemed not to result from the negligence of the Company. No charge shall be made to the Customer for the affected service during the period in which such interruption, reversal, spike, surge or variation in supply of electricity occurs. A variety of protective devices and alternate power supplies that may prevent or limit such damages are available. Due to the sensitive nature of computers and other electronically controlled equipment, the Customer, especially three-phase Customers, should provide protection against variations in supply.

## Rule 28 - Liability (continued)

If the Company becomes liable for any Pennsylvania or New York state taxes not paid by an ESCO, the non-compliant ESCO shall indemnify the Company for the amount of additional state tax liability imposed upon the Company by the Commonwealth of Pennsylvania or State of New York due to the failure of the ESCO to pay or remit to the State of New York or the Commonwealth of Pennsylvania the tax so imposed on its gross revenues.

**29. Transfer of Energy Service Company**

The Company shall process the request to initiate, terminate or change a Customer's ESCO ("Request") in accordance with this Rule.

The Customer, person or entity that is authorized to act on the Customer's behalf, should contact their chosen ESCO to initiate the Request. When a Customer, person or entity authorized to act on the Customer's behalf contacts the Company with a Request, the Company shall inform such party to contact the ESCO directly.

After the Company has received notification from the ESCO of the Customer's Request, the Company shall send the Customer a confirmation letter noting the proposed change of ESCO. This letter shall include the notice of a ten (10) day waiting period in which the Request may be canceled by the Customer before the change of the ESCO takes place. The notice shall include the date service with the new ESCO shall commence. The ten (10) day waiting period shall start on the day the confirmation letter is mailed.

The Company shall mail the confirmation letter by the end of the next business day following the receipt of the notification from the ESCO of the Customer's selection of an ESCO.

If the Customer does not contact the Company within the ten (10) day notification period, the Company shall make the change of ESCO at the beginning of the next billing period following the ten (10) day waiting period, provided that the Request was received by the Company from the ESCO at least sixteen (16) days prior to the next scheduled meter reading date. If the Request was not received from the ESCO at least sixteen (16) days prior to the next scheduled meter reading date, the Company shall change the ESCO at the

## Rule 29 - Transfer of Energy Service Company (continued)

beginning of the following billing period. If the Customer notifies the Company of an error after the ten (10) day waiting period specified in the confirmation letter, the Customer shall remain with the selected ESCO for at least one (1) billing period.

The Company may, in its sole discretion, change the ESCO on a day other than the meter reading date if: (i) requested by a Customer, person or entity authorized to act on the Customer's behalf; (ii) the Company can reasonably accommodate the change of ESCO on a more expedited basis; and (iii) the Customer pays the Company for all additional costs associated with the expedited change of ESCO.

Under no circumstances shall the Company be liable or otherwise responsible to an ESCO, Customer, person or entity acting on the Customer's behalf for any damages, claims, penalties or obligations (i) contained in any contract or other arrangement between a Customer and an ESCO or (ii) for its reasonable implementation of this Rule including, without limitation, its reasonable reliance upon any notification and/or representations made to it.

**30. Tax Surcharges****A. Utility Gross Revenue Taxes**

The rates and charges for service under all Service Classifications shall be increased or decreased, as applicable, to reflect the aggregate percentage rate of taxes imposed on the Company's revenues pursuant to Sections 186 and 186-a of the Tax Law, Section 20-b of the General City Law and Section 5-530 of the Village Law, or any successor provision of New York law and any applicable and prevailing order, rule or regulation of the Commission.

All base rates and charges shall be increased or decreased by a factor determined as the quantity:

$$\frac{t}{1 - T}$$

where t = the aggregate percentage rate of taxes in excess of the amount of gross revenue taxes recovered through base rates and charges, expressed in decimal form;

and T = the New York gross receipts tax rate in effect during the billing months, expressed in decimal form.

Issued under authority of Order of the Public Service Commission dated Dec. 21, 2000 in Case 00-M-1556.

## Rule 30 - Tax Surcharges (continued)

The applicable surcharge factor shall be set forth on statements filed with the Commission. Whenever a city or village levies a new tax on the Company's gross revenue, repeals such a tax or changes the rate of such a tax, the Company shall file a new statement. Every such statement shall be filed not less than fifteen (15) business days before the date on which it is proposed to be effective, and no sooner than the date of the tax enactment to which the statement responds; shall become effective no sooner than the date when the tax enactment is filed with the Secretary of State; shall be applicable to bills subject to the tax enactments that are rendered on or after the effective date of the statement; and shall be cancelled not more than five (5) business days after the tax enactment either ceases to be effective or is modified so as to reduce the tax rate. Such statements shall be duly filed with the Commission, apart from this Tariff, and shall be available to the public by contacting the Company.

**B. State Income Taxes**

The rates and charges for service under all Service Classifications shall be increased or decreased, as applicable, to reflect the percentage of rate of taxes imposed on the Company's revenues pursuant to Chapter 63 of the Laws of 2000, signed May 15, 2000, for State Income Tax (SIT) and any applicable and prevailing order, rule or regulation of the Commission.

The applicable taxes shall be set forth on statements filed with the Commission. Whenever the State of New York repeals such a tax or changes the rate of such a tax, the Company shall file a new statement. Every such statement shall be filed not less than (15) business days before the date on which it proposed to be effective, and not sooner than the date of the tax enactment to which the statement responds; shall become effective no sooner than the date. When the tax enactment is filed with the Secretary of State; shall be applicable to bills subject to the tax enactment that are rendered on or after the effective date of the statement; and shall be cancelled not more that five (5) business days after the tax enactment either ceases to be effective or is modified so as to reduce the tax rate. Such statements shall be duly filed with the Commission, apart from this Tariff, and shall be available to the public by contacting the Company.

Issued under authority of Order of the Public Service Commission dated Dec. 21, 2000 in Case 00-M-1556.

**31. Forms**

Form #1 - Application for Electric Service - Residential

Pennsylvania Electric Company  
Application for Electric Service - Residential

Customer / Applicant Name \_\_\_\_\_ Social Security No. \_\_\_\_\_

Service Address \_\_\_\_\_ Home Phone \_\_\_\_\_

Mailing Address \_\_\_\_\_ Alternate Phone \_\_\_\_\_

Date Service Desired \_\_\_\_\_

Shall Customer / Applicant reside at the above service address for this account? Yes No

Type of Heat: Electric \_\_\_\_\_ Oil \_\_\_\_\_ Gas \_\_\_\_\_ Other (specify) \_\_\_\_\_

Electric Water Heater? Yes No If yes, what is the gallon capacity? \_\_\_\_\_

Was Customer / Applicant previously a Customer of the Company? Yes No

If yes, provide service addresses: \_\_\_\_\_ Year \_\_\_\_\_

\_\_\_\_\_ Year \_\_\_\_\_

Was service received from another utility during the past 24 months? Yes No

If yes, provide the following information:

Name of Utility \_\_\_\_\_

Previous service address \_\_\_\_\_

Average monthly bill amount \$ \_\_\_\_\_

Was service ever terminated by this utility? Yes No

If yes, provide the reason: \_\_\_\_\_

Does Customer / Applicant Rent? Yes No

Is the duration of the lease one year or longer? Yes No

Landlord Name: \_\_\_\_\_ Telephone \_\_\_\_\_

Landlord Address: \_\_\_\_\_

Rule 31 - Forms: Form #1 - Application for Electric Service - Residential (continued)

The following questions are not used to determine deposit requirements.

Number of occupants in household: \_\_\_\_\_

Senior citizen in household? Yes No Refused Age(s): \_\_\_\_\_

Low income? Yes No Refused Medical disability? Yes No Refused

Life sustaining equipment? Yes No Refused

Any occupant received Energy Assistance? Yes No Year\_\_\_\_\_ Type: \_\_\_\_\_

Person providing information \_\_\_\_\_ Contact Phone \_\_\_\_\_

Customer / Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

PENNSYLVANIA ELECTRIC COMPANY

Approved by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Rule 31 - Forms, continued

Form # 2 - Application for Electric Service - Non-Residential

Pennsylvania Electric Company  
Application for Electric Service - Non-Residential

Please read and complete this Service Application. If you should have any questions or need assistance, Company service representatives are available to help you.

General Information

**Questions in this Application are designed to assist the Company in placing you on the proper and most beneficial Service Classification. The Company shall rely on this information in classifying your service.**

Along with this Application is a brochure entitled \_\_\_\_\_ which describes the Company's different Service Classifications. The cost of service may vary under the Company's different Service Classifications, and there are eligibility requirements for each classification of service. A copy of the Company's Tariff is available for examination by calling 1-888-478-2300. Company service representatives are available to answer any questions you may have concerning electric service and billing.

If your use of service or equipment changes in the future, you must notify the Company of these changes in order to insure that you shall continue to be properly billed. If the information you provide relevant to the Service Classification is inaccurate or incomplete, you may be subject to backbilling on the correct Service Classification or may be precluded from receiving a refund for overcharge based on the correct Service Classification.

If you qualify for state sales tax exemption, you must provide the Company with a completed tax exemption certificate, which is provided with this Application.

Customer Service Information (To be completed by Customer)

Name of Customer \_\_\_\_\_      \_\_\_ Owner    \_\_\_ Occupant  
 Service Location \_\_\_\_\_  
 Telephone No. (    ) \_\_\_\_\_    Alternate Telephone No. (    ) \_\_\_\_\_  
 Mailing Address \_\_\_\_\_    Type of Business \_\_\_\_\_  
 Official in Charge \_\_\_\_\_    Title \_\_\_\_\_  
 Person Controlling Access to Meter(s) \_\_\_\_\_  
 Telephone No. (    ) \_\_\_\_\_  
 Landlord's Name \_\_\_\_\_  
 Landlord's Address \_\_\_\_\_



Rule 31 - Forms, continued

Form #3 - Deposit Alternative Notice

Pennsylvania Electric Company  
Deposit Alternative Notice

Name of Company \_\_\_\_\_ Date \_\_\_\_\_

Service Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Account Number \_\_\_\_\_

In consideration of Pennsylvania Electric Company's agreement to furnish electric service to me at the above service address and in lieu of a security deposit, I hereby guarantee that all future bills for electric service shall be promptly paid upon receipt.

I further waive my right to be sent a final Termination Notice until twenty (20) calendar days after payment if due. I understand that if payment of any bill is \_\_\_\_\_ days overdue, Pennsylvania Electric Company may immediately terminate service to the premises.

Company Name: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PENNSYLVANIA ELECTRIC COMPANY

Approved by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Rule 31 - Forms, continued

Form #4 - Application for Electric Overhead Line Extension

Pennsylvania Electric Company  
Application for Electric Overhead Line Extension

Applicant Name \_\_\_\_\_ Date \_\_\_\_\_

This Application hereby requests an electric line extension located at \_\_\_\_\_  
\_\_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_  
County of \_\_\_\_\_.

The Applicant agrees to:

1. Grant the Company, free of cost, satisfactory permits, Right-of-Way Agreement(s), easements for tree trimming, construction, maintenance and operation of the electric line and the facilities through, upon, under and along the Applicant's property.
2. Sign the Company's Application for Electric Service.
3. Pay a lump sum payment or a monthly surcharge for the cost of any Right-of-Way Agreement(s), easements, permits, distribution costs (in excess of any allowances) and service line costs (in excess of any allowances). The terms of the lump sum payment or monthly surcharge are detailed in the Company's Tariff. If the Applicant qualifies and elects a surcharge, this surcharge shall continue even if the property is sold. The surcharge shall be collected from any subsequent owners of the property. **THE APPLICANT HEREBY AGREES TO INFORM ALL PROSPECTIVE PURCHASERS OF THIS PROPERTY THAT A UTILITY SURCHARGE IS IN EFFECT.**

Cost of Facilities

Distribution Length	-	Allowances	=	Distribution Footage
_____		_____		_____
Service Length	-	Allowances	=	Service Footage
_____		_____		_____

Rule 31 - Forms: Form #4 - Application for Electric Overhead Line Extension (continued)

Distribution Footage - Cost/Foot = Distribution Cost  
\_\_\_\_\_

Service Footage - Cost/Foot = Service Cost  
\_\_\_\_\_

Total Cost of Facilities \$ \_\_\_\_\_ (Lump Sum Amount)

Surcharge Calculation

Total Cost of Facilities x Interest Factor/12 = Monthly Ten (10) Year Surcharge  
Amount  
\$ \_\_\_\_\_ /12 = \$ \_\_\_\_\_

The Applicant shall pay: Lump Sum ( ), or Monthly Surcharge ( ).

The Applicant understands that the electric line(s) and facilities shall not be built until the Applicant has signed for electric service from the extension, all easements or Right-of-Way Agreements are granted, permits obtained, and the premises of the Applicant are properly wired and inspected by the appropriate agency.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Accepted by Pennsylvania Electric Company

\_\_\_\_\_  
Date

Rule 31 - Forms, continued

Form # 5 - Application & Contract for Underground Residential Distribution System

Pennsylvania Electric Company  
Application and Contract for  
Underground Residential Distribution System

THE UNDERSIGNED, (hereinafter called "Applicant") hereby applies to PENNSYLVANIA ELECTRIC COMPANY (hereinafter called "Company") to have the Company furnish an underground electric distribution system for permanent Residential Service in a subdivision known as \_\_\_\_\_

\_\_\_\_\_ and consisting of \_\_\_\_\_ dwelling units or building sites situated in the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_.

Upon the acceptance of this application, the Company agrees to:

1. Install underground electric distribution lines of sufficient capacity, along with such appurtenant devices, equipment and materials which shall be needed in the judgment of the Company, to provide safe and adequate permanent electric service.
2. Install underground service laterals at the Applicant's expense as the Applicant may elect.
3. Own, operate and maintain the distribution system and with the Applicant's consent, the Company shall also own, operate and maintain the service lateral on private property.

The Applicant agrees that before the Company shall be obligated to make such installations, the Applicant shall:

1. Furnish a survey map approved by all governmental authorities having jurisdiction, and certified to by a licensed professional engineer or land surveyor and certified as final by the Applicant showing the location of each lot, sidewalk and roadway and prior to and during construction by the Company, shall place and maintain survey stakes indicating grade and property lines. A map showing the location of all other existing and proposed underground facilities shall be furnished to the Company by the Applicant as soon as the location of such facilities shall be known, but prior to the installation of the underground electric distribution facilities.

Rule 31 - Forms: Form # 5 - Application & Contract for Underground Residential  
Distribution System (continued)

2. Execute and deliver to the Company, free from cost, suitable permanent easements or rights-of-way insofar as the initial installation or subsequent additions thereto affect the property owned by the Applicant for placing and maintaining said distribution facilities or agree to pay a surcharge of twelve percent (12%) per annum of such costs as may be incurred by the Company, if at the Applicant's request, it obtains such easements or rights-of-way.
3. Clear rights-of-way and easements of tree stumps, brush and obstructions at no charge to the Company, and grade to within six (6) inches of final grade. Such clearance and grading must be maintained by the Applicant during construction by the Company. Restoration of top surface after construction shall be by the Applicant at the Applicant's expense. All sewers, water facilities and drainage facilities shall be installed before the Company commences construction.
4. Make a non-refundable contribution of \$\_\_\_\_\_ based on distribution trench footage within the subdivision in excess of sixty (60) feet per dwelling unit. The contribution is based upon the number of dwelling units to be served from the distribution system, as indicated on the map furnished under Paragraph 1 above. If additional dwelling units are constructed within the subdivision, the contribution shall be recalculated as provided in Rule 7 of this Tariff.
5. Make a deposit in the amount of \$\_\_\_\_\_ but not to exceed the incremental cost above the equivalent cost for overhead facilities. This deposit shall be returned to the Applicant quarterly, with interest, on a pro rata basis as each new Customer is connected with service.

Any new portion of the deposit remaining unrefunded five (5) years from the date the Company is first ready to render service from the underground electric distribution lines shall be retained by the Company. Upon the mutual agreement of both the Company and the Applicant, a bond may be posted in lieu of any deposit.

6. Pay the Company for the cost of that portion of the service lateral on the Applicant's property if he elects to have the Company make this installation.

Rule 31 - Forms: Form # 5 - Application & Contract for Underground Residential  
Distribution System (continued)

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

The above deposits and non-refundable contributions are based upon the Applicant's plans as of this date and the Company's costs as set forth in P.S.C. No. 6. The deposit and contribution shall be subject to change based on the changes in cost reflected in P.S.C. No. 6 and changes in the Applicant's plans as of the date the facilities are constructed. Changes, if any, shall be reflected in a revised agreement.

This is an Application to have the Company furnish an underground distribution system, not an Application for electric service. It is understood that the Company shall have no obligation to render service by means of such system unless and until the Applicant shall have executed, and the Company shall have approved, an application for service and the Applicant shall have fulfilled his obligations hereunder and otherwise complied with the Company's Rule 4 of P.S.C. No. 6.

Notwithstanding the obligations specified herein, the Applicant shall be entitled to the benefit of any pertinent regulations, order or directive of the Commission of the State of New York which is intended to be effective as of the date of this Application.

The terms and conditions herein shall bind the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

The Applicant shall not assign this Agreement without first obtaining the written consent of the Company, which consent shall not be unreasonably withheld.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved by Pennsylvania Electric Company

\_\_\_\_\_  
Date

Rule 31 - Forms, continued

Form #6 - Minimum Insulation Standards for New or Additions to Existing Residential Structures

Pennsylvania Electric Company  
Certificate of Compliance  
Minimum Insulation Standards  
for New or Additions to Existing  
Residential Structures

The undersigned certifies that the (check one)

1 or 2 family residence       multi-family residence

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

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

- Part 1:E101.6
- Part 3                      New York State Energy Conservation
- Part 4                                      Construction Code
- Part 5
- Appendix A, Opinion 77-10, Minimum Insulation Standards, New York State Public Service Commission (applies only to buildings on which construction began between April 1, 1977 and January 1, 1979).

It is understood that electric service shall, depending on the applicable circumstance, not be connected, be subject to a twenty-five percent (25%) surcharge on the utility bill until all violations are eliminated, or be disconnected, if, upon inspection the structure is found not to be in compliance with the conditions set forth above.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Builder or Contractor

Rule 31 - Forms, continued

Form #7 - Minimum Insulation Standards for Dwelling Converting to Electric Space Heat

Pennsylvania Electric Company  
Certificate of Compliance  
Minimum Insulation Standards  
for Dwelling Converting to Electric Space Heat

1. I, \_\_\_\_\_, am aware that the Minimum Insulation  
(Owner)  
for Dwellings Converting to Electric Space Heat require my dwelling to have storm  
doors, storm windows and at least R-19 (usually six inches) roof insulation. I  
certify that my dwelling at \_\_\_\_\_ meets those  
(Location)  
requirements, or that I have obtained a waiver; and I understand that should my  
dwelling be found not in compliance, a twenty-five percent (25%) surcharge on my  
utility bill may be imposed or electric service may be discontinued.

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

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

2. I have inspected the dwelling at \_\_\_\_\_ owned  
(Location)  
by \_\_\_\_\_ and certify that it meets the requirements of the  
(Owner)  
Minimum Insulation Standards for Dwellings Converting to Electric Space Heat.

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

\_\_\_\_\_  
Date  
Representative

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

Rule 31 - Forms, continued

Form #8 - Deferred Payment Agreement - Residential

**PENNSYLVANIA ELECTRIC COMPANY  
DEFERRED PAYMENT AGREEMENT - RESIDENTIAL**

Customer Name \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Service Address \_\_\_\_\_ Account No. \_\_\_\_\_  
Outstanding Balance \_\_\_\_\_ Date \_\_\_\_\_

**ABOUT THIS AGREEMENT**

This is an Agreement by the above named customer to make payments to Pennsylvania Electric Company for amounts owed. All monthly charges must be paid by the due date shown on the bill, and a down payment may be required. Electric service to the above listed address shall not be turned off if payments are made on time. PLEASE READ THIS FORM COMPLETELY BEFORE SIGNING.

**PAYMENT AGREEMENT RULES**

This Agreement must be fair and must be based on your ability to pay. If you cannot meet the terms of this Agreement, do not sign it; instead contact our office immediately.

This Agreement can be changed if your ability to pay changes significantly for reasons you cannot control. If you can show financial need, alternate terms shall be arranged.

Depending on your circumstances, a down payment may not be required; and installments may be as low as Ten Dollars (\$10.00) a month.

If you are a recipient of public assistance or supplemental security income, you may be eligible for help in paying your bills. If so, please call or visit your local Social Services Office.

**AMOUNT TO BE PAID**

This total amount owed as of \_\_\_\_\_ is \$\_\_\_\_\_.

**HOW PAYMENT SHALL BE MADE**

A down payment of \$\_\_\_\_\_ shall be paid by \_\_\_\_\_.

Installments of \$\_\_\_\_\_ plus the current bill shall be paid by the due date shown on the bill.

**- over -**

Rule 31 - Forms: Form #8 - Deferred Payment Agreement - Residential (continued)

(Side 2)

LATE PAYMENT CHARGES

If this Agreement is fully complied with, no Late Payment Charges shall be applied. However, Late Payment Charges of 1.5% per month (18% per year) shall be calculated on any installment amount and/or current bill amount paid late.

WHAT HAPPENS IF PAYMENTS ARE NOT MADE

If you do not comply with the terms of this Agreement, we can require you to pay the total amount owed on your account; and we can terminate your electric service.

ASSISTANCE

If a change is needed or if you wish to discuss this Agreement for any reason, please call us at (800) 962-4848 between 8:00 a.m. and 8:00 p.m., Monday through Friday.

If further help is needed, call the Public Service Commission at 1-800-342-3377 between 8:30 a.m. and 4:30 p.m., Monday through Friday.

LEVELIZED BILLING OPTION

A levelized billing program is available. Please check here  if you wish to be placed on levelized billing. You shall be placed on the program beginning with your next bill. If you need more information about this program, please call our office at (800) 962-4848.

ACCEPTANCE OF AGREEMENT

The original of this form must be signed and returned in the enclosed envelope along with your down payment of \$\_\_\_\_\_ by \_\_\_\_\_ for this Agreement to take effect. If you do not sign and return by \_\_\_\_\_, electric service shall be terminated on or after \_\_\_\_\_.

I HAVE READ, UNDERSTAND, AND ACCEPT THIS AGREEMENT.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

PENNSYLVANIA ELECTRIC COMPANY

Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

Rule 31 - Forms, continued

Form #9 - Deferred Payment Agreement - Non-Residential

Pennsylvania Electric Company  
Deferred Payment Agreement - Non-Residential

Customer Name \_\_\_\_\_ Acct. No. \_\_\_\_\_  
Service Address \_\_\_\_\_ Outstanding Balance \_\_\_\_\_  
\_\_\_\_\_

Requested Security Deposit \_\_\_\_\_ Date Agreement Arranged \_\_\_\_\_

I/We agree to pay Pennsylvania Electric Company \$\_\_\_\_\_ per the terms outlined below, in addition to keeping the current bills paid. Payment of all monthly charges must be paid by the due date shown on the bill.

Appropriate late payment charges of 1.5% per month/18% per year shall be applied to any unpaid agreement amounts and shall be calculated on this unpaid amount. However, if this Agreement is fully complied with, no late payment charge shall be applied.

Failure to sign and return this Agreement or to comply with the terms of this Agreement may result in the termination of your electric service in accordance with the Public Service Commission's prevailing Rules and Regulations.

TERMS

Payment terms for past due balance:

\$\_\_\_\_\_ + current bill shall be paid by the due date shown on the bill.

Payment terms for deposit:

Entire payment of \$\_\_\_\_\_ by \_\_\_\_\_.

Installments:

- 1. \$\_\_\_\_\_ by \_\_\_\_\_ (Date)
- 2. \$\_\_\_\_\_ by \_\_\_\_\_ (Date)
- 3. \$\_\_\_\_\_ by \_\_\_\_\_ (Date)

If you are not satisfied with this Agreement, you can write to the Consumer Services Division, Public Service Commission at Three Empire State Plaza, Albany, New York, 12223, or call the PSC toll-free HELPLINE at 1-800-342-3377.

This form must be signed and returned along with the requested down payment by \_\_\_\_\_ in order for this Agreement to take effect.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

PENNSYLVANIA ELECTRIC COMPANY  
Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

**SERVICE CLASSIFICATION NO. 1****RESIDENTIAL SERVICE****AVAILABILITY:**

This Service Classification is available to Full Service and Delivery Service Residential Customers using the Company's standard service for residential lighting, appliance operation, cooking, water heating, space heating and general household purposes; also for similar service supplied to any corporation or association organized and conducted in good faith for religious purposes. Also applicable for Full Service and Delivery Service community residences as defined in subdivision 28, 28-a or 28-b of section 1.03 of the Mental Hygiene Law, provided that such residence is operated by a not-for-profit corporation and if supervisory staff is on site on a twenty-four hour per day basis, that the residence provides living accommodations for fourteen (14) or fewer residents and to any Full Service and Delivery Service not-for-profit corporations that are a veterans organization that owns or leases a post or hall.

Electric service shall be provided at 120/240 volts, single phase, except three phase electric service shall be available to any corporation or association organized and conducted in good faith for religious purposes or for use exclusively in connection with a community residence as defined in subdivision 28, 28-a or 28-b of section 1.03 of the Mental Hygiene Law.

All charges shall be applicable to Full Service Customers. All charges, excluding Generation and Transmission, are applicable to Delivery Service Customers.

**NET RATE PER MONTH:**

Customer Charge: \$6.36

Charges:	All KWH Cents/KWH
Distribution	2.876
Generation	4.548
Transmission	0.120
Non-Utility Generation	(0.001)

Service Classification No. 1 (continued)

**RIDERS:**

Bills rendered under this Service Classification shall be subject to the charges stated in Rider C, Non-Utility Generation Cost Adjustment Clause Rider.

**TAX SURCHARGES:**

The base rates and charges set forth herein shall be increased or decreased, as applicable, pursuant to Rule 30-A, Utility Gross Revenue Taxes and Rule 30-B, State Income Taxes.

**MINIMUM CHARGE:**

The minimum monthly charge shall be the Customer Charge. In no event shall the minimum monthly charge be less than any monthly guarantee established under Rule 7, Extension of Company Facilities to Serve Customer.

**PAYMENT TERMS:**

All bills are rendered at the above Rate and are subject to late payment charges in accordance with the provision of Rule 16, Payment of Bills

**GENERAL PROVISIONS:**

- A. Multiple Dwellings: As of May 2, 1980, this provision is limited to the conversion of existing structures to multiple occupancy. When it is impractical for the Company to separately meter and bill each dwelling unit in a multiple dwelling, service to a maximum of five (5) such dwelling units in a single structure may be supplied through a single meter. When more than five (5) dwelling units are served through a single meter, billing shall be on the appropriate General Service Classification.
- B. Combined Service: Where a Customer conducts a business in the same premises as his residence and the combined energy requirements are measured by a single meter, the energy so used shall be billed at the above rate, provided that the connected load

Issued under authority of Order of the Public Service Commission dated Dec. 21, 2000 in Case 00-M-1556.

## Service Classification No. 1 (continued)

- in lighting and power used for business or commercial purposes does not exceed 2,000 watts. Where the commercial portion of the total load is in excess of 2,000 watts, separate meters must be installed for the residential and for the commercial requirements, or the combined service shall be billed under Service Classification No. 3.
- C. **Levelized Billing:** Levelized billing shall be offered to a Customer in accordance with Rule 15.B.(6), Levelized Billing and Payment Plan - Residential.
  - D. A Customer receiving service under this Service Classification shall have the option of being billed market-based rates. A Customer that elects this option shall have the Generation Charge under this Service Classification adjusted in accordance with the charges stated in Rider B, Market-Based Generation Adjustment Rider. A Customer that elects this option shall remain on and be billed under Rider B for a minimum period of twelve (12) months. Contracts with Customers served under this General Provision shall be automatically renewed from year to year after expiration of the original term, unless a notice of cancellation of greater than thirty (30) days is given by either party prior to the annual end date of the contract.

**SERVICE CLASSIFICATION NO. 2****RESIDENTIAL TIME-OF-DAY SERVICE****AVAILABILITY:**

This Service Classification is available to Full Service and Delivery Service Residential Customers using the Company's standard service for residential lighting, appliance operation, cooking, water heating, space heating and general household purposes; also for similar service supplied to any corporation or association organized and conducted in good faith for religious purposes. Also applicable for Full Service and Delivery Service community residences as defined in subdivision 28, 28-a or 28-b of section 1.03 of the Mental Hygiene Law, provided that such residence is operated by a not-for-profit corporation and if supervisory staff is on site on a twenty-four hour per day basis, that the residence provides living accommodations for fourteen (14) or fewer residents and to any Full Service and Delivery Service not-for-profit corporations that are a veterans organization that owns or leases a post or hall.

Electric service shall be provided at 120/240 volts, single phase, except three phase electric service shall be available to any corporation or association organized and conducted in good faith for religious purposes or for use exclusively in connection with a community residence as defined in subdivision 28, 28-a or 28-b of section 1.03 of the Mental Hygiene Law.

All charges shall be applicable to Full Service Customers. All charges, excluding Generation and Transmission, are applicable to Delivery Service Customers.

**NET RATE PER MONTH:**

Customer Charge: \$9.18

Charges:	On-Peak KWH Cents/KWH	Off-Peak KWH Cents/KWH
Distribution	5.622	1.006
Generation	5.521	3.706
Transmission	0.109	0.109
Non-Utility Generation	(0.001)	(0.001)

Service Classification No. 2 (continued)

**RIDERS:**

Bills rendered under this Service Classification shall be subject to the charges stated in Rider C, Non-Utility Generation Cost Adjustment Clause Rider.

**TAX SURCHARGES:**

The base rates and charges set forth herein shall be increased or decreased, as applicable, pursuant to Rule 30-A, Utility Gross Revenue Taxes, and Rule 30-B, State Income Taxes.

**MINIMUM CHARGE:**

The minimum monthly charge shall be the Customer Charge. In no event shall the minimum monthly charge be less than any monthly guarantee established under Rule 7, Extension of Company Facilities to Serve Customer.

**PAYMENT TERMS:**

All bills are rendered at the above Rate and are subject to late payment charges in accordance with the provision of Rule 16, Payment of Bills

**GENERAL PROVISIONS:**

- A. Multiple Dwellings: Service to multiple dwellings shall not be billed on this Rate and must be billed on the appropriate Service Classification No. 1 or Service Classification No. 3.
- B. Combined Service: Where a Customer conducts a business in the same premises as his residence and the combined energy requirements are measured by a single meter, the energy so used shall be billed at the above Rate, provided that the connected load in lighting and power used for business or commercial purposes does not exceed 2,000 watts. Where the commercial portion of the total load is in excess of 2,000 watts, separate meters must be installed for the residential and for the commercial requirements, or the combined service shall be billed under Service Classification No. 3.

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## Service Classification No. 2 (continued)

- C. Off-Peak Hours: The off-peak hours shall be 8 p.m. - 8 a.m. (EST) on weekdays and all day Saturday and Sunday. These hours are subject to change only at the Company's discretion. The Customer shall be responsible for the setting and accuracy on any time-controlled switches or indicators associated with the Customer's electrical wiring or equipment.
- D. Levelized Billing: Levelized billing shall be offered to a Customer in accordance with Rule 15.B.(6), Levelized Billing and Payment Plan - Residential
- E. A Customer receiving service under this Service Classification shall have the option of being billed market-based rates. A Customer that elects this option shall have the Generation Charge under this Service Classification adjusted in accordance with the charges stated in Rider B, Market-Based Generation Adjustment Rider. A Customer that elects this option shall remain on and be billed under Rider B for a minimum period of twelve (12) months. Contracts with Customers served under this General Provision shall be automatically renewed from year to year after expiration of the original term, unless a notice of cancellation of greater than thirty (30) days is given by either party prior to the annual end date of the contract.

**SERVICE CLASSIFICATION NO. 3****GENERAL SERVICE - SECONDARY****AVAILABILITY:**

Available to Full Service and Delivery Service Customers using electric service through a single delivery location for lighting, heating and/or other power services, not included within the availability of Service Classification No. 1 or Service Classification No. 2.

Secondary voltage shall be supplied to Customers at a single transformer location when load does not require transformer capacity in excess of 2,500 KVA. Transformers with capacity of greater than 2,500 KVA, if available, may be provided, upon Customer request and at the sole option of the Company.

New Customers requiring transformer capacity in excess of 2,500 KVA and existing Customers whose load increases such that a transformer change is required (over 2,500 KVA), shall be required to take electric service at primary voltage.

All charges shall be applicable to Full Service Customers. All charges, excluding Generation and Transmission, are applicable to Delivery Service Customers.

**NET RATE PER MONTH:**

Customer Charge: Single Phase \$ 7.86  
Three-Phase \$15.44

Charges:	Demand First 5 KW Dollars/KW	Demand Next 195 KW Dollars/KW	Demand All over 200 KW Dollars/KW	All KVAR Dollars/KVAR
Distribution	-	\$1.83	\$1.83	\$0.290
Generation	-	\$7.45	\$7.25	-
Transmission	-	\$0.81	\$0.81	\$0.051
Non-Utility Generation	-	-	-	-

Issued under authority of Order of the Public Service Commission dated Dec. 21, 2000 in Case 00-M-1556.

## Service Classification No. 3 (continued)

## A. When billing demand is less than or equal to 5 KW:

Charges:	First 2,000 KWH Cents/KWH	Over 2,000 KWH Cents/KWH
Distribution	2.951	1.722
Generation	4.654	2.474
Transmission	0.121	-
Non-Utility Generation	(0.001)	(0.001)

## B. When billing demand is greater than 5 KW:

Charges:	First 2,000 KWH Cents/KWH	Over 2,000 KWH & Less than 200 Hours Use Cents/KWH	Over 200 Hours Use Cents/KWH	Over 400 Hours Use Cents/KWH
Distribution	2.951	1.722	1.064	0.387
Generation	4.654	2.474	2.849	3.069
Transmission	0.121	-	-	-
Non-Utility Generation	(0.001)	(0.001)	(0.001)	(0.001)

## RIDERS:

Bills rendered under this Service Classification shall be subject to the charges stated in Rider C, Non-Utility Generation Cost Adjustment Clause Rider.

Service Classification No. 3 (continued)

**TAX SURCHARGES:**

The base rates and charges set forth herein shall be increased or decreased, as applicable, pursuant to Rule 30-A, Utility Gross Revenue Taxes, and Rule 30-B, State Income Taxes.

**DETERMINATION OF BILLING DEMAND:**

The Company shall install suitable demand meters to determine the maximum 15-minute integrated demand when (i) the connected load being served equals fifteen (15) kilowatts or more, or (ii) the Company estimates that a demand greater than five (5) kilowatts shall be established. The Company may install a demand meter on new or upgraded electric services.

A determination of connected load or estimated demand may be made by the Company at any time and shall be made when the Customer's total consumption exceeds 1,500 kWh per month for two (2) consecutive months.

For existing Customers that remain on Combined Billing, billing demand shall be the sum of the individual demands of each metered service.

The Company shall install suitable reactive demand meters to determine the maximum 15-minute integrated reactive demand when the Customer's total billing demand exceeds 100 kilowatts for two (2) consecutive months or when the Company estimates that a demand greater than 100 kilowatts shall be established.

**MINIMUM CHARGE:**

No bill shall be rendered by the Company for less than:

For Full Service Customers - the Customer Charge plus one-half of the demand charge at current rate levels for the highest kilowatt demand billed during the current and preceding eleven (11) months.

For Delivery Service Customers - the Customer Charge plus one-half of the highest Delivery Service Charges for Delivery Service billed during the current and preceding eleven (11) months.

Issued under authority of Order of the Public Service Commission dated Dec. 21, 2000 in Case 00-M-1556.

Service Classification No. 3 (continued)

**PAYMENT TERMS:**

All bills are rendered at the above Rate and are subject to late payment charges in accordance with Rule 16, Payment of Bills.

**TERM OF CONTRACT:**

Service supplied to Full Service Customers under this Service Classification shall be for a period of not less than one (1) year. Each Customer shall be required to enter into a contract with the Company for a minimum one (1) year term. The contract shall be automatically renewable from year to year after the expiration of the original term, unless a notice of cancellation of greater than thirty (30) days is given by either party. If the contract is terminated by the Customer prior to its expiration, the minimum bill provisions of this Service Classification shall apply. If the Customer's capacity or service facility requirements increase, the Company, in its sole and exclusive judgment, may require the Customer to enter into a new contract.

**GENERAL PROVISIONS:**

- A. **Service to Schools:** Service to public schools shall be rendered at the charges set forth herein, provided that the minimum monthly charge may be waived during any of three (3) months from June to September inclusive. Any kilowatt-hours used during the period of waiver shall be included in subsequent billing.
- B. **Combined Billing:** This provision is restricted as of May 2, 1980, to existing loads at existing locations. Combined billing shall not be permitted except where Customers are supplied with single phase and polyphase service at secondary voltage at a single location. In such instances, only one single phase and one polyphase service may be combined for billing purposes. Locations and loads billed under this provision may not continue to be so served if there is a substantial increase in load necessitating any increase in the capacity of the Company's facilities or in the capacity of the Customer's service entrance wiring.

## Service Classification No. 3 (continued)

- C. Space Heating Service: This provision is restricted as of May 2, 1980, to existing loads in existing locations. Upon request, space heating service may be supplied through a separate metered circuit for Customers utilizing electricity as the primary method of space heating. Air conditioning and cooking equipment may also be connected to the heating circuit. Service rendered under this provision shall have no effect on the application of other charges and provisions of the Service Classification to Customer's other service.

## NET RATE PER MONTH:

Customer Charge: \$6.10 Per month

Charges:	All KWH Cents/KWH
Distribution	2.277
Generation	4.609
Transmission	0.252
Non-Utility Generation	(0.001)

- D. Levelized Billing: Levelized billing shall be offered to Customer in accordance with the Rule 15.B.(6), Levelized Billing and Payment Plan -Non-Residential.
- E. Seasonal Service: Service for less than one (1) year shall be supplied only if the Company has available capacity, and only under Company's yearly schedules, and in no case shall service be billed for a total period less than one (1) month. The rates and minimum charges are subject to:
1. A charge payable in advance to cover the estimated net cost of installing and removing the necessary facilities and transferring or closing the account, which charge shall be not less than Twenty Six Dollars (\$26.00).

## Service Classification No. 3 (continued)

2. A charge determined by applying the following factors to the bills calculated under this schedule:

<u>Period of Service</u>	<u>Multiplying Factor</u>
First Month	1.25
Second Month	1.20
Third Month	1.15
Fourth Month	1.10
Fifth Month	1.05
Sixth Month and thereafter	1.00

For Customers served under this General Provision E, on a recurring annual basis, the first month for application of multiplying factors at the start of the Customer's season of higher use shall be the first month during which a billing demand is established equal to or greater than twenty-five percent (25%) of the highest billing demand established during the preceding eleven (11) months. The Customer shall be responsible for notifying the Company in writing to establish the first month for the season of lower use. The multiplying factors shall also be applied starting with the first month multiplying factor for the season of low use.

- F. **Off-Peak Service:** When a Customer normally creates a greater demand during off-peak hours, the demand for billing purposes shall be the maximum demand during the on-peak period. The billing demand in no case shall be taken at less than forty percent (40%) of the maximum demand created at any time during the month. The off-peak period shall be from 8:00 p.m. to 8:00 a.m., EST Monday through Friday, and the entire day on Saturdays and Sundays. The Customer Charge shall be increased to Sixteen Dollars and Fourteen Cents (\$16.14) per month for single phase service and to Twenty Three Dollars and Seventy-Three Cents (\$23.73) per month for polyphase service.
- G. **Submetering:** Submetering may be available according to certain conditions as set forth in Rule 13.

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## Service Classification No. 3 (continued)

- H. Service at Primary Voltage: Service at primary voltage may be supplied under this Service Classification under any of the following conditions:
1. A Customer with an estimated maximum demand of 1,000 KW or less requires primary service at a voltage less than the nearest available primary voltage.
  2. A Customer served at primary voltage takes service under General Provision E, Seasonal Service.
  3. Customer's maximum billing demand does not exceed 100 KW for more than two (2) consecutive months in any 12-month period and service is supplied through Customer-owned transformer at the nearest available primary voltage.
- I. A Customer receiving service under this Service Classification shall have the option of being billed market-based rates. A Customer that elects this option shall have the Generation Charge under this Service Classification adjusted in accordance with the charges stated in Rider B, Market-Based Generation Adjustment Rider. A Customer that elects this option shall remain on and be billed under Rider B for a minimum period of twelve (12) months. Contracts with Customers served under this General Provision shall be automatically renewed from year to year after expiration of the original term, unless a notice of cancellation of greater than thirty (30) days is given by either party prior to the annual end date of the contract.

**SERVICE CLASSIFICATION NO. 4****GENERAL SERVICE - PRIMARY****AVAILABILITY:**

Available to Full Service and Delivery Service Customers using electric power and/or lighting service through a single delivery location at 2,400 volts or higher. Choice of voltage shall be at the sole option of the Company. All substation and transformer equipment required for utilization of the delivery voltage shall be owned and maintained by the Customer.

Minimum billing demand shall not be less than 25 KW.

All charges shall be applicable to Full Service Customers. All charges, excluding Generation and Transmission, are applicable to Delivery Service Customers.

**NET RATE PER MONTH:**

Customer Charge: \$199.07

Charges:	Demand Dollars/KW	Demand Dollars/KVAR	On-Peak KWH Cents/KWH	Off-Peak KWH Cents/KWH
Distribution	\$4.24	\$0.292	0.011	0.011
Generation	\$4.33	-	3.982	3.260
Transmission	\$0.88	\$0.049	-	-
Non-Utility Generation	-	-	(0.001)	(0.001)

**RIDERS:**

Bills rendered under this Service Classification shall be subject to the charges stated in Rider C, Non-Utility Generation Cost Adjustment Clause Rider.

**TAX SURCHARGES:**

The base rates and charges set forth herein shall be increased or decreased, as applicable pursuant to Rule 30-A, Utility Gross Revenue Taxes, and Rule 30-B, State Income Taxes.

Service Classification No. 4 (continued)

**MINIMUM CHARGE:**

No bill shall be rendered by the Company for less than the higher of:

For Full Service Customers - (i) the Customer Charge plus \$236.25 or, (ii) the Customer Charge plus one-half of the demand charge at current rate levels for the highest kilowatt demand billed during the current and preceding eleven (11) months.

For Delivery Service Customers - the Customer Charge plus one-half of the highest Delivery Service Charges for Delivery Service billed during the current and preceding eleven (11) months.

**DETERMINATION OF BILLING DEMAND:**

The monthly billing demand shall be the higher of:

1. Twenty Five (25) KW;
2. The maximum 15-minute integrated demand registered during the On-peak hours during the month;
3. Forty percent (40%) of the maximum 15-minute integrated demand registering at any time during the month.

The monthly reactive billing demand shall be the maximum 15-minute integrated reactive demand registered at any time during the month.

The On-peak hours shall be from 8:00 a.m. to 8:00 p.m., prevailing time, Monday through Friday excluding holidays. All other hours shall be Off-peak. The Off-peak holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**PAYMENT TERMS:**

All bills are rendered at the above Rate and are subject to late payment charges in accordance with Rule 16, Payment of Bills.

Issued under authority of Order of the Public Service Commission dated Dec. 21, 2000 in Case 00-M-1556.

Service Classification No. 4 (continued)

**TERM OF CONTRACT:**

Service supplied to Full Service Customers under this Service Classification shall be for a period of not less than one (1) year. Each Customer shall be required to execute a contract with the Company for a minimum one (1) year term. The contract is automatically renewable from year to year after the expiration of the original term, unless a notice of cancellation of greater than thirty (30) days is given by either party. If the contract is terminated by the Customer prior to its expiration, the minimum bill provisions of this Service Classification shall apply. If the Customer's capacity or service facility requirements increase, the Company, in its sole and exclusive judgment, may require the Customer to enter into a new contract.

**GENERAL PROVISIONS:**

- A. **Service to Schools:** Service to public schools shall be rendered at the charges set forth herein, provided that the minimum monthly charge may be waived during any of three (3) months from June to September inclusive. Any kilowatt-hours used during the period of waiver shall be included in subsequent billing.
- B. **Multi-point Delivery:** This provision is restricted as of May 2, 1980, to existing loads at existing locations. Where the load of a Customer located on single or contiguous premises becomes greater than the capacity of the standard circuit or circuits established by the Company to supply the Customer, additional delivery points may be established for such premises upon written request of the Customer, provided multi-point delivery is not disadvantageous to the Company. When such additional points of delivery are established, billing shall be based on the sum of the meter readings. Locations and loads billed under this provision may not continue to be so served if there is a substantial increase in load necessitating any increase in the capacity of the Company's facilities or in the capacity of the Customer's service entrance wiring.
- C. **Levelized Billing:** Levelized billing shall be offered to a Customer in accordance with Rule 15.B.(6), Levelized Billing and Payment Plan - Non-Residential.

## Service Classification No. 4 (continued)

- D. A Customer receiving service under this Service Classification shall have the option of being billed market-based rates. A Customer that elects this option shall have the Generation Charge under this Service Classification adjusted in accordance with the charges stated in Rider B, Market-Based Generation Adjustment Rider. A Customer that elects this option shall remain on and be billed under Rider B for a minimum period of twelve (12) months. Contracts with Customers served under this General Provision shall be automatically renewed from year to year after expiration of the original term, unless a notice of cancellation of greater than thirty (30) days is given by either party prior to the annual end date of the contract.

**SERVICE CLASSIFICATION NO. 5****LARGE PRIMARY****APPLICABLE TO USE OF SERVICE FOR:**

This Service Classification is available to Full Service and Delivery Service Customers using electric power and/or lighting service through a single delivery location and at a single delivery voltage of 23,000 volts or higher whose registered demand is equal to or greater than 3,000 KW in two (2) consecutive months. Choice of voltage shall be at the option of the Company. All substation, transformer, voltage regulating, and other equipment required for utilization of the delivery voltage shall be owned and maintained by the Customer. Existing Customers served under Service Classification No. 5 at existing locations, irrespective of their current service voltage or substation ownership, may remain on Service Classification No. 5 unless their load level does not meet the requirements of Service Classification No. 5. However, if the Customer's load level increases and requires the Company's substation or voltage level to change, the Company may require the Customer to provide their own substation and take service at a voltage level under which the Customer qualifies for service under this Service Classification.

General Service purposes at Primary Voltages for loads in excess of 3,000 KW.

Minimum billing demand shall not be less than 3,000 KW.

All charges shall be applicable to Full Service Customers. All charges, excluding Generation and Transmission, are applicable to Delivery Service Customers.

**NET RATE PER MONTH:**

Customer Charge: \$710.97

Charges:	Demand Dollars/KW	Demand Dollars/KVAR	On-Peak KWH Cents/KWH	Off-Peak KWH Cents/KWH
Distribution	\$1.44	\$0.270	0.009	0.004
Generation	\$6.14	-	3.729	3.110
Transmission	\$0.70	\$0.07	-	-
Non-Utility Generation	-	-	(0.001)	(0.001)

Service Classification No. 5 (continued)

**RIDERS:**

Bills rendered under this Service Classification shall be subject to the charges stated in Rider C, Non-Utility Generation Cost Adjustment Clause Rider.

**TAX SURCHARGES:**

The base rates and charges set forth herein shall be increased or decreased, as applicable, pursuant to Rule 30-A, Utility Gross Revenue Taxes, and Rule 30-B, State Income Taxes.

**MINIMUM MONTHLY CHARGE:**

No bill shall be rendered by the Company for less than the higher of:

For Full Service Customers - (i) the Customer Charge plus \$24,840.00 or, (ii) the Customer Charge plus one-half of the demand charges at current rate levels for the highest kilowatt demand billed during the current and preceding eleven (11) months.

For Delivery Service Customers - the Customer Charge plus one-half of the highest Delivery Service Charges for Delivery Service billed during the current and preceding eleven (11) months.

**DETERMINATION OF BILLING DEMAND:**

The monthly billing demand shall be the higher of:

1. 3,000 KW;
2. The maximum 15-minute integrated demand registered during the On-peak hours during the month;
3. Forty percent (40%) of the maximum 15-minute intergrated demand registered at any time during the month.

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Service Classification No. 5 (continued)

**KVAR DEMAND**

The monthly reactive billing demand shall be the higher of:

1. The maximum 15-minute integrated reactive demand registered during the On-peak hours;
2. Forty percent (40%) of the maximum 15-minute integrated reactive demand registered at any time during the month.

**ON-PEAK AND OFF-PEAK PERIODS:**

The On-peak hours shall be 8:00 a.m. to 8:00 p.m., prevailing time, Monday through Friday, excluding holidays. All other hours shall be Off-peak. The Off-peak holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**PAYMENT TERMS:**

All bills are rendered at the above Rate and are subject to late payment charges in accordance with Rule 16, Payment of Bills.

**TERM OF CONTRACT:**

Service supplied to Full Service Customers under this Service Classification shall be for a period of not less than one (1) year. Each Customer shall be required to execute a contract with the Company for a minimum one (1) year term. The contract is automatically renewable from year to year after the expiration of the original term, unless a notice of cancellation of greater than thirty (30) days is given by either party. If a contract is terminated by the Customer prior to its expiration, the minimum bill provisions of this Service Classification shall apply. If the Customer's capacity or service facility requirements increase, the Company, in its sole and exclusive judgment, may require the Customer to enter into a new contract.

Service Classification No. 5 (continued)

GENERAL PROVISIONS:

- A. 115,000 volts or Greater Delivery: Upon request Company shall furnish service at 115,000 volts or greater where available provided Customer furnishes all necessary transformer and terminal equipment. When service is supplied at 115,000 volts or greater, the active kilowatt demand charge and energy charges per month shall be:

Credits:	Demand Dollars/KW	KWH Cents/KWH
Distribution		
Transmission 115 KV	\$0.98	0.038
Generation	-	-
Transmission	-	-
Non-Utility Generation	-	-

- B. Less Than 23,000 Volt Delivery: Service shall be rendered at less than 23,000 volts only at the option of the Company and only when it can be provided economically through a single transformation from available transmission lines of 115,000 volts or above.
- C. Levelized Billing: Levelized billing shall be offered to a Customer in accordance with Rule 15.B.(6), Levelized Billing and Payment Plan - Non-Residential.
- D. A Customer receiving service under this Service Classification shall have the option of being billed market-based rates. A Customer that elects this option shall have the Generation Charge under this Service Classification adjusted in accordance with the charges stated in Rider B, Market-Based Generation Adjustment Rider. A Customer that elects this option shall remain on and be billed under Rider B for a minimum period of twelve (12) months. Contracts with Customers served under this General Provision shall be automatically renewed from year to year after expiration of the original term, unless a notice of cancellation of greater than thirty (30) days is given by either party prior to the annual end date of the contract.

Issued under authority of Order of the Public Service Commission dated Dec. 21, 2000 in Case 00-M-1556.

**SERVICE CLASSIFICATION NO. 6****PRIVATE OUTDOOR LIGHTING SERVICE**

## AVAILABILITY:

AVAILABLE ONLY AS A FULL SERVICE OPTION.

Dusk to dawn outdoor lighting of private areas and roadways. Facilities of the type currently used by the Company shall be installed.

## NET RATE PER MONTH:

<u>Type of Lamp</u>	<u>Nominal Lamp Rating</u>	<u>KWH Per Month</u>	<u>Rate</u>
High Pressure Sodium Vapor	70 watts	29	\$ 8.20
High Pressure Sodium Vapor	100 watts	50	\$ 9.03
High Pressure Sodium Vapor	200 watts	80	\$13.46

## RIDERS:

Bills rendered under this Service Classification shall be subject to the charges stated in Rider C, Non-Utility Generation Cost Adjustment Clause Rider.

## TAX SURCHARGES:

The base rates and charges set forth herein shall be increased or decreased, as applicable, pursuant to Rule 30-A, Utility Gross Revenue Taxes, and Rule 30-B, State Income Taxes.

## PAYMENT TERMS:

All bills are rendered at the above Rate and are subject to late payment charges in accordance with the Rule 16, Payment of Bills.

## TERM OF CONTRACT:

Term of Contract shall be two (2) years for standard installations and five (5) years where additional facilities are required.

Issued under authority of Order of the Public Service Commission dated Dec. 21, 2000 in Case 00-M-1556.

Service Classification No. 6 (continued)

## GENERAL PROVISIONS:

- A. Special equipment and/or underground service may be furnished at Company's option, upon written request of the Customer, subject to an additional charge to cover the cost of furnishing such special equipment and/or underground service. **THIS PROVISION IS RESTRICTED TO FACILITIES INSTALLED PRIOR TO JANUARY 1, 1983.**
- B. The Company shall replace burned-out lamps during regular daytime working hours as soon as practicable following notification by the Customer.
- C. The Customer shall obtain any proper approval which may be necessary for lights to be located on public thoroughfares.
- D. Additional Facilities: **THIS PROVISION D FOR ADDITIONAL FACILITIES INSTALLED AT COMPANY EXPENSE IS RESTRICTED TO FACILITIES INSTALLED PRIOR TO MAY 2, 1980.** If the Company installs additional poles, there shall be an additional monthly charge as follows: for wood poles, \$0.86 per pole per lamp and \$2.11 for each pole in excess of one (1) per lamp. After May 2, 1980, where additional facilities are required, lamps shall be installed only on facilities provided or paid for by the Customer. All facilities shall be owned and maintained by the Company.
- E. Restricted Lamps: **NO NEW OR ADDITIONAL LAMPS AS TABULATED BELOW SHALL BE INSTALLED AFTER JANUARY 1, 1983.** 400, 700 and 1000 watt mercury vapor lamps may be replaced with equivalent high pressure sodium vapor lamps when required due to damage or deterioration. The net rate per lamp per month for existing installations shall be:

<u>Type of Lamp</u>	<u>Nominal Lamp Rating</u>	<u>KWH Per Month</u>	<u>Rate</u>
Mercury Vapor	100 watts	42	\$ 6.92
Mercury Vapor	175 watts	74	\$ 9.09
Mercury Vapor	250 watts	107	\$12.99
Mercury Vapor	400 watts	174	\$17.92
Mercury Vapor	700 watts	294	\$28.09
Mercury Vapor	1000 watts	420	\$35.89

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**SERVICE CLASSIFICATION NO. 7****MUNICIPAL STREET LIGHTING SERVICE**

## AVAILABILITY:

AVAILABLE ONLY AS A FULL SERVICE OPTION.

This Service Classification applies to lighting service on public streets, highways, bridges, parks and similar public places for municipalities and other governmental agencies. Only High Pressure Sodium Vapor Units shall be installed. Facilities of the type currently used by the Company shall be installed.

## NET RATE PER MONTH PER LAMP:

<u>Nominal Lamp Ratings</u>	Watts	KWH Per Month	Overhead Existing Wood Pole	Underground Service Fabricated Pole (not over 16 ft.)
Standard High Pressure Sodium Units	70	29	\$ 7.23	\$10.43
	100	50	\$ 7.96	\$11.16
	150	71	\$ 9.06	\$12.25
	200	80	\$12.03	\$15.22
	400	169	\$16.68	\$19.87
Standard Mercury Vapor Units*	100	42	\$ 6.76	\$ 9.96
	175	74	\$ 8.84	\$12.04
	250	107	\$12.47	\$15.67
	400	174	\$16.77	\$19.96
Fluorescent Units*				
12,000 lumens		90	\$21.81	\$24.99
Customer Request <u>Underground System*</u>				
Earth Construction			2.00¢	
Paving or sidewalks, per ft.			22.00¢	

\* Restricted to existing locations

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Service Classification No. 7 (continued)

**RIDERS:**

Bills rendered under this Service Classification shall be subject to the charges stated in Rider C, Non-Utility Generation Cost Adjustment Clause Rider.

**TAX SURCHARGES:**

The base rates and charges set forth herein shall be increased or decreased, as applicable, pursuant to Rule 30-A, Utility Gross Revenue Taxes, and Rule 30-B, State Income Taxes.

**PAYMENT TERMS:**

All bills are rendered at the above Rate and are subject to late payment charges in accordance with Rule 16, Payment of Bills.

**TERM OF CONTRACT:**

Initial contract not less than ten (10) years. The contract is automatically renewable annually after the expiration of the initial contract. The contract can be terminated upon request by written notice from either party and notice received ninety (90) days prior to the termination date.

**GENERAL PROVISIONS:**

- A. The cost of trenching and backfilling, including breaking and replacement of concrete and other surfacing, and the provision and installation of duct or conduit (concrete encased where specified by the Company), where duct or conduit is required by the Company, shall be borne by the Customer. The cost of foundations required for support of standards shall be borne by the Customer. The Customer shall make such installations or contract with the Company or with others to do so, all to be in compliance with the Company's specifications. All installations made by (or for) the Customer shall be maintained by the Customer.
- B. Special equipment may be furnished at the Company's option, at a charge determined solely by the Company. The Company may require a written request for special equipment from the Customer.

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Service Classification No. 7 (continued)

- C. Where new poles are required to be installed in an existing overhead distribution system, wood poles shall be installed by the Company, at the Company's option, at a charge determined by the Company. Rates identified above only cover lights installed on existing poles.
- D. If additional street lighting facilities are installed at the Customer's request, they shall be considered as an addition to the contract and subject to all the provisions thereof. At the Company's option, if the Customer requests the replacement or removal of any street light facilities that have been installed for less than ten (10) years, the Customer shall pay the cost for the removal of the facilities plus the depreciated costs of the facilities remaining under the contract term.
- E. Lamps shall be lighted from dusk to dawn each and every night, or for approximately 4,200 hours per year.

**RIDER A****ECONOMIC DEVELOPMENT ZONE RIDER****AVAILABILITY:**

This Rider A is available to both Full Service and Delivery Service Customers and to any Customer who submeters electricity to qualifying Customers. The Customer must present to the Company certification from the Local Economic Development Zone Board. In order to qualify to take service under this Rider A, the Customer must meet either of the following requirements:

1. New Customers must first meet all of the eligibility requirements to take service under Service Classification 3, 4, or 5.
2. Existing Customers must add 25 kW or more of connected load (subject to verification by the Company) and currently receive service under Service Classification 3, 4, or 5.

A qualified Customer may continue to take service under this Rider A for a period of up to ten (10) years following initial certification, unless a Customer's initial certification(s) becomes invalid, notwithstanding the expiration of the designation of an Economic Development Zone in the area where the Customer is located.

Service supplied hereunder shall not be used to supply any of the Customer's existing load, nor shall any Customer load that is served under this Rider A be eligible for any other economic development incentives included in this tariff. Upon application, qualification, and thirty (30) days notice to the Company, the Customer's load that qualifies under this Rider A shall be billed under the applicable rate described below on the Customer's next meter read date.

**RATES:**

The rates and charges under this Rider, which reflect the Company's marginal cost of providing service, shall be subject to periodic review and revision, subject to Commission Approval.

## Rider A (continued)

The following rates apply for qualified load under this Rider:

For existing Customers adding new load:

Rate (per month)	S.C. No. 3	S.C. No. 4	S.C. No. 5
Charges:	Cents/KWH	Cents/KWH	Cents/KWH
Distribution	0.677	0.310	0.106
Generation	4.551	4.546	4.543
Transmission	0.002	0.002	0.002

For new Customers:

Rate (per month)	S.C. No. 3	S.C. No. 4	S.C. No. 5
Customer Charge: Single Phase	\$ 7.86	-	-
Polyphase	\$15.44	\$199.07	\$710.97
Charges:	Cents/KWH	Cents/KWH	Cents/KWH
Distribution	0.677	0.310	0.106
Generation	4.551	4.546	4.543
Transmission	0.002	0.002	0.002

## TAX SURCHARGES:

The base rates and charges set forth herein shall be increased or decreased pursuant to Rule 30-A, Utility Gross Revenue Taxes, and Rule 30-B, State Income Taxes.

Issued under authority of Order of the Public Service Commission dated Dec. 21, 2000 in Case 00-M-1556.

Rider A (continued)

**PAYMENT TERMS:**

All bills are rendered at the above Rate and are subject to late payment charges in accordance with Rule 16, Payment of Bills.

**TERM OF CONTRACT:**

Service supplied to Full Service Customers under this Service Classification shall be for a period of not less than one (1) year. Each Customer shall be required to execute a contract with the Company for a minimum one (1) year term. The contract is automatically renewable from year to year after the expiration of the original term, unless a notice of cancellation of greater than thirty (30) days is given by either party. If a contract is terminated by the Customer prior to its expiration, the minimum bill provisions of this Service Classification shall apply. If the Customer's capacity or service facility requirements increase, the Company, in its sole and exclusive judgment, may require the Customer to enter into a new contract.

**PROVISIONS:**

1. For an existing Customer, the base amount of kWh shall be determined by the Company using an annual historical period. For a new Customer, the base amount of kWh shall be zero.
2. All provisions and charges for obtaining service as listed in all other sections of the Tariff shall be applicable to Economic Development Zone Customers.
3. Customers that are eligible for the Economic Development Zone Rider shall receive the Economic Development Zone rates for a maximum period of ten (10) years or for the life of the Economic Development Zone, whichever is less.
4. A Customer receiving service under this Rider A shall have the option of being billed market-based rates. A Customer that elects this option shall have the Generation Charge under this Rider A adjusted in accordance with the charges stated in Rider B, Market-Based Generation Adjustment Rider. A Customer that elects this option shall remain on and be billed under Rider B for a minimum period of twelve (12) months. Contracts with Customers served under this provision shall be automatically renewed from year to year after expiration of the original term, unless a notice of cancellation of greater than thirty (30) days is given by either party prior to the annual end date of the contract.

**RIDER B****MARKET-BASED GENERATION RATE RIDER**

This Rider is applicable to all Customers receiving service under Service Classifications No. 1, No. 2, No. 3, No. 4 and No.5. Customers shall be billed at the Market-Based Generation Rate described herein.

For purposes of this Rider, the terms Unforced Capacity and Ancillary Services shall have the meanings specified by PJM Interconnection, L.L.C. ("PJM"). For purposes of this Rider, the term "PJM Western Hub" shall have the meaning specified by the New York Mercantile Exchange.

The following calculation, expressed in cents per kilowatt-hour, shall be used to calculate the monthly Market-Based Generation Rate Adjustment under the applicable Tariff Service Classifications.

$$MBGRA_n = MBGR_n - \text{Service Classification } GR_n$$

Where:

$MBGRA_n$  = Market-Based Generation Rate Adjustment<sub>n</sub>

$MBGR_n$  = Market-Based Generation Rate<sub>n</sub>

Service Classification  $GR_n$  = Service Classification Generation Rate<sub>n</sub>

n = Applicable Tariff Service Classification

The Market-Based Generation Rate and the Market-Based Generation Rate Adjustment shall be determined on a prospective or forward basis to reflect future or prospective prices for electric generation in the wholesale market. The Market-Based Generation Rate and the Market-Based Generation Rate Adjustment for any month shall be applicable to the succeeding month.

**TAX SURCHARGES:**

The rates and charges set forth herein shall be increased or decreased, as applicable, pursuant to Rule 30-A, Utility Gross Revenue Taxes, and Rule 30-B, State Income Taxes.

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## Rider B (continued)

The Market-Based Generation Rate<sub>n</sub> for each applicable Tariff Service Classification shall be (i) based upon Customer class usage and (ii) derived by the Company by summing the following price components:

The cost of Hourly On-Peak Energy for the month (7:00 A.M. to 11:00 P.M., Monday through Friday, excluding holidays designated by PJM) shall be determined at the PJM Western Hub based on prices of "Futures Contracts" for 16 hour strips from publicly published sources, if available.

The cost of Hourly Off-Peak Energy for the month (11:01 PM to 6:59 A.M., Monday through Friday, and holidays (all hours) designated by PJM) shall be determined at the PJM Western Hub from publicly published sources.

The cost of Unforced Capacity for the month shall be determined by the weighted average of megawatts bought and sold in completed transactions for the month, based on the appropriate PJM monthly and multi-month Capacity Credit Market Auctions as published by PJM.

The cost of Power Supply Services for the month shall be determined by the ratio of the Company's cost of Ancillary Services to PJM over the immediately preceding three (3) months to the cost of GPU Energy's energy billings from PJM for GPU Energy's load over that same three month period.

The Company shall publish monthly on its web site the monthly Market-Based Generation Rate for each Tariff Service Classification applicable for the succeeding month. The Company shall also post and maintain on its web site (i) a description of the detailed methodology for calculating the monthly Market-Based Generation Rate and (ii) a summary of the data and information used in calculating the current Market-Based Generation Rate.

In the event the source of any published data or information used in this Rider fails to exist or such source no longer publishes such data or information, the Company shall determine the components of the Market-Based Generation Rate based upon any similar information published by the successor to the original source (if any) or other published data the Company deems to be a reasonable substitute for such data and information.

The charge to Customers served under the applicable Tariff Service Classifications shall be determined by the Company by multiplying (a) the applicable monthly Market-Based Generation Rate Adjustment<sub>n</sub> times (b) the Customer's billable generation charge kilowatt-hours for the month.

**RIDER C****NON-UTILITY GENERATION COST ADJUSTMENT CLAUSE**

A Non-utility Generation (“NUG”) Cost Rate (“NCR”) shall be applied to each kilowatt-hour delivered to Customers under this Tariff in accordance with the NUG Adjustment Clause established under this Rider. The NCR, which is included in each Service Classification, shall be determined to the nearest one-hundredth of 1 mill per kilowatt-hour in accordance with the formula set forth below and shall be applied to all kilowatt-hours:

$$\text{NCR} = \left[ ((C_n - P_m)/S_t) - (E/S_t) \right]$$

Where NCR = The rate in mills per kilowatt-hour to be applied to each kilowatt-hour delivered under this Tariff.

**Current Costs and Sales**

$C_n$  = The cost of the Company’s purchases from NUG suppliers under contracts in accordance with the specific terms of such agreements during the NCR period.

$P_m$  = The estimated market price for NUG output purchased by Penelec. The market price includes both the market price for energy and capacity. The market value for energy is determined by the monthly total of the hourly locational marginal price at the NUG project’s bus multiplied by the NUG project’s output for that hour. The market value for capacity is determined by the PJM day ahead and month ahead capacity market multiplied by the NUG projects capacity. The Company will modify the method of calculation of market value whenever changes in the PJM rules or procedures necessitate it.

$S_t$  = The total kilowatt-hours delivered to Customers in the NCR period.

**Reconciliation**

$E$  = The over or under-collection of NUG costs that resulted from the true-up of estimated to actual billing of NCRs during the billing period will be deferred on the Company’s books of account for recovery or reimbursement to Customers in subsequent periods. An over-collection is denoted by a positive  $E$ , and an under-collection by a negative  $E$ . For purposes of NUG reconciliation, the actual NUG revenue shall be the sum of all revenue recorded for Waverly under this Rider.

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Rider C (continued)

### **Tax Surcharges**

The rates and charges set forth herein shall be increased or decreased, as applicable, pursuant to Rule 30-A, Utility Gross Revenue Taxes, and Rule 30-B, State Income Taxes.

### **Reporting, Commission Review and Possible Rate Adjustment**

During the period of January 1, 2001 through December 31, 2020, Penelec shall submit separate quarterly reports to the New York Public Service Commission addressing the recovery of actual above-market NUG related costs through the NCR. These quarterly reports shall be filed not later than sixty (60) business days after the completion of each calendar quarter.

Each quarterly report shall contain (i) the output of each NUG project sold to the Company; (ii) the amount paid by the Company for the output of each NUG project; (iii) the market value of the NUG project's energy; (iv) the market value of the capacity associated with the applicable NUG contract; (v) all revenues received through the NCR for recovery of above-market NUG costs.

In the event that the Company's cumulative NCR revenues are less than, or greater than, its actual above-market NUG costs, Penelec shall defer all such sums on its books of account for subsequent recovery from, or reimbursement to Customers.

On March 31, 2004, 2009, 2014 and 2019, and at such other times as the Company deems necessary, Penelec shall file with the New York Public Service Commission a request for an adjustment to the NCR. The request shall compare (i) the NCR revenues as of the date of that request with (ii) the Company's actually incurred above-market NUG costs over the same period, and include a summary of actual market value of each NUG project's energy and capacity, NUG project output, any NUG buy-outs, NUG mitigation efforts and any other pricing variables that may impact the comparison described above.

The Company shall file a separate final request for adjustment in 2021, or within ninety (90) days after the expiration of the last NUG agreement, whichever is earlier. The final request shall be reviewed and an appropriate order entered by the New York Public Service Commission within (90) days of filing addressing the final reconciliation of any over or under-recovery of above-market NUG costs in the Company's NCR.

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