

PSC NO: 90 Gas  
 NEW YORK STATE ELECTRIC & GAS CORPORATION  
 Initial Effective Date: ~~12/01/20~~11/01/2023  
Issued in compliance with Order in Case No. 22-G-0318, dated October 12, 2023.

Leaf No: 3  
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PSC No: 90 - Gas

Leaf No. 3.1

NEW YORK STATE ELECTRIC &amp; GAS CORPORATION

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**GENERAL INFORMATION**

**7. SERVICE CONNECTIONS/METER: (CONT'D)**

B. Inspection and Examination of Company Apparatus: (Cont'd)

(4) Other Rights:

Nothing contained in this section shall be construed to impair the Company's rights as to any other person who prevents access to the Company – or customer-owned meters and/or equipment.

C. Notice to Company of Escape of Gas:

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

D. Right to Shut Off Supply of Gas:

Should any leak in the mains, pipe, service pipe, fixtures or connections be reported to or discovered by any employee of the Company, the Company shall have the right to shut off the supply of gas until satisfactory repairs have been made. Disconnections shall be made pursuant to Rule 8.E.11 of this Schedule.

E. Meter Relocation Pilot Program

During calendar year ~~in 2024~~, ~~the Company shall implement a Meter Relocation Pilot Program, through which~~ The Company shall relocate gas meters and service regulators from the inside of a customer's premises to the outside of a customer's premises. For any relocation that is part of the Meter Relocation Pilot Program, ~~the Company shall be responsible for any costs associated with the relocation of the indoor gas meter at the request of a customer.~~

A customer that participates in the Meter Relocation Pilot Program and requests the Company to relocate a meter from inside their premises to outside shall not be subject to Charges for Special Services provisions under Section 13. The Company shall be responsible for any costs associated with the relocation of an indoor gas meter at the request of a customer.~~13.~~

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**8. BILLING AND COLLECTIONS:**

A. When Bills Are Due:

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

B. Late Payment Charge:

(1) A monthly late payment charge shall be assessed at a rate of 1 ½% per month on a customer's unpaid

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balance, including service billing arrears and unpaid late payment charges pursuant to 16 NYCRR Sections 11.15(a) and 13.10(a) which provide that utilities may impose late payment charges. Remittance mailed on the "last day to pay" date shall be accepted without the late payment charge, the postmark to be conclusive evidence of the date of mailing. The failure on the part of the customer to receive the bill shall not entitle him to pay without the late payment charge after the "last day to pay" date. The "last day to pay" date shall be 23 days after the date on which the bill is rendered.

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**GENERAL INFORMATION**

**7. SERVICE CONNECTIONS/METER: (CONT'D)**

**B. Inspection and Examination of Company Apparatus: (Cont'd)**

(4) Other Rights:

Nothing contained in this section shall be construed to impair the Company's rights as to any other person who prevents access to the Company – or customer-owned meters and/or equipment.

**C. Notice to Company of Escape of Gas:**

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~~During calendar year 2024, the Company shall implement a Meter Relocation Pilot Program, through which the Company shall relocate gas meters and service regulators from the inside of a customer's premises to the outside of a customer's premises. For any relocation that is part of the Meter Relocation Pilot Program, the Company shall be responsible for any costs associated with the relocation of the indoor gas meter, at the request of a customer.~~

~~A customer that participates in the Meter Relocation Pilot Program and requests the Company to relocate a meter from inside their premises to outside shall not be subject to Charges for Special Services provisions under Section 13. The Company shall be responsible for any costs associated with the relocation of an indoor gas meter at the request of a customer.13.~~

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**B. Late Payment Charge:**

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- (1) A monthly late payment charge shall be assessed at a rate of 1 ½% per month on a customer's unpaid balance, including service billing arrears and unpaid late payment charges pursuant to 16 NYCRR Sections 11.15(a) and 13.10(a) which provide that utilities may impose late payment charges. Remittance mailed on the "last day to pay" date shall be accepted without the late payment charge, the postmark to be conclusive evidence of the date of mailing. The failure on the part of the customer to receive the bill shall not entitle him to pay without the late payment charge after the "last day to pay" date. The "last day to pay" date shall be 23 days after the date on which the bill is rendered.

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**GENERAL INFORMATION**

**8. BILLING AND COLLECTIONS: (CONT'D)**

B. Late Payment Charge: (Cont'd)

- (2) 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.)
- (3) Application of late payment charges may be waived by the Company.

C. Rendition and Payment:

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

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~~i. A bill for electric service shall be rendered on a monthly basis, however, if causes beyond the Company's control causes an irregularity in rendering a bill, no bill need be rendered before the sooner of: (i) the passage of 75 calendar days from the date of the previous bill, or (ii) the date that the cause of such delay has been remediated. Additionally, if a customer that participates in the Quarterly Payment Plan as provided in Rule 8.C.3 hereinone of the following Rules, the regular interval may exceed 75 days:~~

~~— a Quarterly Payment Plan as provided in Rule 8.C.3 herein.~~

~~ii. If the Company has a billing irregularity it shall communicate the delay to customers (e.g., such communication can be made via phone call or email).~~

~~iii. As provided in General Rule 8.B. above, the Late Payment Charge shall be assessed 23 days after the date on which the bill is rendered.~~

~~Failure to receive such bill, either by mail, personally, or electronically, shall not entitle the Customer to any delay in the settlement of each month's account nor to any extension of the date after which a late payment charge becomes applicable.~~

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

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

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made by the past due date as indicated on the bill.

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## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### F. Complaint Procedures:

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

The Company ~~will~~shall not send a final notice of termination nor discontinue service regarding a disputed bill or deposit until it has complied with said Commission rules.

Copies of the Company's complaint handling procedures and form of notice are on file with the Commission and are available to the public upon request at the Company offices where application for service may be made. In the Company's final response to a complaint, if the resolution is at all in the Company's favor, it ~~will~~shall inform the customer of the Commission's complaint handling procedures, including the Commission's address and telephone number.

#### G. Deferred Payment Agreement (DPA/~~EDPA~~):

##### (1) Residential:

~~(a)~~ (a) The Company ~~will~~shall offer any eligible residential customer or applicant a DPA/~~EDPA~~ with specific terms as required by Part 11.10 of 16 NYCRR which sets forth in detail the following procedures. ~~The DPA offer will be made in duplicate on the form on file with the PSC.~~

~~(ai)~~ (ai) All residential customers and applicants are eligible for a ~~DPA/EDPA~~ unless the Customer has broken an existing DPA/~~EDPA~~ which required payment over a period at least as long as the standard DPA/~~EDPA~~ described below, or the PSC determines that the Customer or applicant has the resources to pay the bill.

~~(b)ii)~~ (b)ii) A specific written ~~and/or electronic~~ offer ~~will~~shall be made to eligible customers before the date of any 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 a DPA/~~EDPA~~ that was for a shorter period than the standard DPA/~~EDPA~~.

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**GENERAL INFORMATION**

**8. BILLING AND COLLECTIONS: (CONT'D)**

G. Deferred Payment Agreement (DPA/~~DPA~~EDPA): (Cont'd)

(1) Residential: (Cont'd)

(iii) The Company shall negotiate in good faith with any eligible customer or applicant in order to enter into an agreement that is fair and equitable considering the customer's or applicant's financial circumstances. The Company may, at its discretion, require ~~at~~the customer or applicant to complete a form detailing assets, income and expenses. Reasonable documentation to substantiate the information provided may also be required. The Company shall treat the financial information as confidential.

The Company shall make a written or electronic on-line offer of a deferred payment agreement, not less than seven calendar days (10 days if mailed) before the earliest date on which termination may occur, when payment of outstanding charges is a requirement for acceptance of an application for service, when payment of outstanding charges is a requirement for reconnection of service, or as required after a defaulted payment agreement that was for a term shorter than Rule 8.G.(1)(b)(i) and 16 NYCRR 11.10.

The Company may postpone a scheduled termination of service up to ~~ten~~10 calendar days after the date stated in the final notice of termination for the purpose of negotiating payment agreement terms, provided the customer is advised of such postponement.

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

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

~~The deferred payment agreement must be returned within six business days from the date of~~

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

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

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## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### G. Deferred Payment Agreement (DPA/EDPA): (Cont'd)

##### (1) Residential: (Cont'd)

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

If by the 20th day after payment was due under the deferred payment agreement, the Company has neither received payment nor negotiated a new payment agreement, the Company may demand full payment of the total outstanding charges and send a final termination notice in accordance with Rule 8.E.(1)(a) and 16 NYCRR 11.4 and 11.10.

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

##### (2) Non-Residential:

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

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## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### G. Deferred Payment Agreement (DPA/~~DPA~~EDPA): (Cont'd)

##### (2) Non-Residential: (Cont'd)

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

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

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

For the purpose of this section, a non-residential "short-term" or "temporary" customer is a customer who requested service for a period of time up to two years.

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## GENERAL INFORMATION

### 8. BILLING AND COLLECTIONS: (CONT'D)

#### G. Deferred Payment Agreement (DPA/~~EDPA~~): (Cont'd)

##### (2) Non-Residential: (Cont'd)

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

- (i) To make a down payment of up to ~~30%-percent~~ 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
- (ii) If a field visit to physically terminate service has been made, to make a down payment of up to ~~50%-percent~~ of the arrears on which an outstanding termination notice is based or the cost of four times the customer's average monthly usage, whichever is greater, plus the full amount of any charges billed after the issuance of the termination notice which are in arrears at the time the agreement is entered into; and
- (iii) To pay the balance in monthly installments of up to the cost of the customer's average monthly usage or one-sixth of the balance, whichever is greater; and
- (iv) To pay the late payment charges on any unpaid installments, including any unpaid regular bills issued for service provided during the period of the agreement; and
- (v) To pay a security deposit in three installments, ~~50%-percent~~ down and two monthly payments of the balance, provided the deposit was previously requested under Rule 8.O; and
- (vi) To pay the outstanding charges in monthly installments of up to the cost of one-half of the customer's average monthly usage or one-twenty-fourth of such charges, whichever is greater, when a deferred payment agreement is offered to a customer with a backbill exceeding the cost of twice the average monthly usage or \$100.00, whichever is greater, pursuant to Rule 8.G.(2).(a).

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#### GENERAL INFORMATION

#### 8. BILLING AND COLLECTIONS: (CONT'D)

##### G. Deferred Payment Agreement (DPA/EDPA): (Cont'd)

##### (2) Non-Residential: (Cont'd)

- (c) A deferred payment agreement may provide for a greater or lesser down payment, a longer or shorter repayment period, and payment according to any schedule, if mutually agreed upon by both the Company and the customer. A deferred payment agreement can ~~must~~ be signed in duplicate or electronically by a Company Representative and the customer, ~~each must receive a copy. The signed DPA/EDPA must be received by the Company before the agreement becomes enforceable by either party. If terms of an agreement are agreed upon by telephone conversation, the Company shall send the customer two fully completed copies of the agreement signed by a Company Representative for the customer to sign and return.~~
- (d) If a customer fails to make timely payment in accordance with a deferred payment agreement, on the first occurrence the Company shall give the customer a reasonable opportunity to keep the agreement in force by paying any amounts due under the agreement. Otherwise, the Company may demand full payment of the total outstanding charges and send a final termination notice as provided under Rule 8.E.(2)(e)(ii).

ISSUED BY: ~~James A. Lahtinen~~Jeremy J. Euto, Vice President ~~– Regulatory Rates and Regulatory Economics,~~  
Binghamton, New York

PSC NO: 90 GAS

LEAF: 90.6

NEW YORK STATE ELECTRIC & GAS CORPORATION

REVISION: 145

INITIAL EFFECTIVE DATE: ~~December 21, 2020~~ November 1, 2023

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## GENERAL INFORMATION

### 14. GAS SUPPLY CHARGE (GSC): (CONT'D)

#### C. The Total Average Cost of Gas is: (Cont'd)

##### (4) Load Factor Adjustment (LFA):

- (a) A LFA shall be applicable to each service classification of each GSA.
- (b) At a minimum, the LFAs shall be updated by the Company annually such that the weighted average LFA for each GSA shall total one. The weighted average LFA is calculated by multiplying the LFA of each service classification by the ratio of sales for each service classification to total sales.

##### (5) Factor of Adjustment (FOA):

- (a) The Company incorporated recommendations provided for in the NYPS&C Staff White Paper on Lost and Unaccounted for Gas issued on January 27, 2012 with the following clarifications:
  - (i) Adjustments to the fixed FOA are allowed for exogenous events. Exogenous events would include, but are not limited to, events such as flooding and significant theft of service that are outside the Company's control.
  - (ii) Adjustments to the fixed FOA are allowed for significant and unanticipated impacts due to the restructuring of the natural gas industry in New York State. Any adjustment shall apply to the calculation of the actual FOA in any given year for incentive purposes.
- (b) Effective January 1, 2024:
  - The Company shall update the five-year average LAUF to five years ending August 31, 2023.
  - (i) The FOA is set at 1.000400;
  - (ii) The Lost and Unaccounted for Gas (LAUF) Target is set at 0.044000%;
  - (iii) The dead band upper limit is set at 0.001294%;
  - (iv) The dead band lower limit is set at 0.000%.

ISSUED BY: ~~Jeremy Euto, Vice President – Regulatory, Binghamton, New York~~ ~~Joseph J. Syta, Vice President, Controller and Treasurer, Binghamton, New York~~

PSC NO: 90 GAS  
NEW YORK STATE ELECTRIC & GAS CORPORATION  
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No. 22-G-0318, dated October 12, 2023.

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Revision: ~~34~~35  
Superseding Revision: ~~31~~

### GENERAL INFORMATION

#### 14. GAS SUPPLY CHARGE (GSC): (CONT'D)

##### D. Pipeline Refund:

The Company shall return pipeline refunds to customers in accordance with Section 21 of this Schedule.

- ~~(1) The Company shall pass back to customers any refund, including applicable interest on any unrefunded balance, received from a pipeline as follows:~~
- ~~(a) All refunds received each month shall be combined for purposes of determining the refund credit. The rate of refund shall be computed by dividing the total amount to be refunded by the corresponding estimated sales for the next successive 12 calendar months provided. All refunds concluded during the 12 months ending August 31 of each year shall be reconciled with amounts intended to be refunded during that period with any difference applied to the Annual Surcharge or Refund Computation.~~
- ~~(b) Interest shall be computed on the unrefunded balance from the date of receipt of the refund until the refund is returned to the customers at the rate prescribed by the Commission.~~
- ~~(c) If gas supply credits (e.g. pipeline refunds) are received by the Company in any month, such credits shall be returned through the monthly Gas Supply Charge. The Company shall not retain any gas supply credits. To the extent a pipeline passes back a refund directly to the Company, rather than to the ESCOs, the Company shall allocate a pro-rata share to daily and non-daily metered customers as applicable.~~
- ~~(2) The Pipeline Refund shall be calculated by dividing applicable pipeline refunds by annual forecasted firm sales.~~
- ~~(3) In lieu of immediately applying any pipeline refund, the Company may accumulate such refunds, with applicable interest, to be accounted for during the annual reconciliation. With PSC approval, accumulated refunds may be returned at any time preceding the annual reconciliation.~~
- ~~(4) Where exceptional circumstances warrant, the Company may petition the Commission for a waiver of the above-refund plan.~~

##### E. Heater Charge

The costs of gas used to pre-heat city gate natural gas throughput at the Company's Gate Station shall be recovered as part of the Company's overall purchased gas costs and shall be recovered through the Gas Supply Charge for all applicable customers and Transition Surcharge for Service Classification Nos. 13, 14, and 19.

PSC NO. 90 Gas

NEW YORK STATE ELECTRIC & GAS CORPORATION

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**GENERAL INFORMATION**

**16. TRANSITION SURCHARGE (TS): (Cont'd.)**

C. Reliability Surcharge Component: The recovery of the Reliability Surcharge pursuant to Section IX.3.c. (i) of the Company’s August 8, 2003 Phase 2A Joint Proposal, as approved by the PSC in its September 23, 2003 order issued in Case 01-G-1668. The Reliability Surcharge recovers the costs associated with upstream reliability capacity retained for each GSA. The capacity requirements shall be adjusted annually for design day and typical peak day requirements, including growth on the system.

- (1) This component of the TS shall only be applicable to non-daily metered service pursuant to:
  - (a) Service Classification Nos. 1, 2, 8 and 9 of P.S.C. No. 87 Gas, or superseding issues thereof.
  - (b) Service Classification Nos. 13 and 14 of P.S.C. No. 88 Gas, or superseding issues thereof.
- (2) The costs to be recovered through the reliability surcharge component shall be reduced by a proportionate share of revenues associated with the applicable share of non-migration capacity release, net off-system sales revenue and Pipeline Refunds related to services used in the derivation of the surcharge.
- (3) On or before September 30 of each year, beginning with 2004, the Company shall provide a report to the Director of the Office of Gas and Water that includes the calculation for the projected year's capacity requirements, a statement of the changes from the previous year, an explanation of the reason(s) or basis for the changes, and all associated workpapers. Copies of this report shall be contemporaneously provided to marketers operating in the Company’s gas service territory and any other interested party that specifically requests it.
- (4) The calculation of storage inventory working capital carrying costs included in the gas reliability surcharge shall be consistent with the storage inventory carrying cost calculation described in General Information Section 14.C.6.ii.e.

**D. Late Payment Charge and Other Waived Fees (“LPCO”) Surcharge**

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

- 1. Applicable to:  
The LPCO Surcharge shall be applicable to all customers taking gas delivery service. Service Classification Nos. 1, 2, and 5 of P.S.C. No. 87 Gas and Service Classification Nos 1, 5, 7, 13, 14 and 16 of P.S.C. No. 88 Gas.

**E. Other Components: The Transition Surcharge shall include other components as applicable:**

- (1) System Performance Adjustment
- (2) Pipeline Refund

~~Jeremy Euto, Vice President – Regulatory, Rochester, New York Issued by: Joseph J. Syta, Vice President, Treasurer and Controller, Binghamton, NY~~

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**PSC NO. 90 Gas**  
**NEW YORK STATE ELECTRIC & GAS CORPORATION**  
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~~Jeremy Euto, Vice President – Regulatory, Rochester, New York~~ Issued by: ~~Joseph J. Syta, Vice President,~~  
~~Treasurer and Controller, Binghamton, NY~~

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PSC NO: 90 GAS  
 NEW YORK STATE ELECTRIC & GAS CORPORATION  
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## GENERAL INFORMATION

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

#### 1. Applicable to:

All customers taking firm service under P.S.C. No. 87 Service Classification Nos. 1 and 2, and P.S.C. No. 88 Service Classification Nos. 1, 5, 13, and 14 shall be subject to a RDM Adjustment as described below.

#### 2. Definitions

- a. Delivery Service Revenue (DSR) Targets – monthly weather-normalized targets shall be developed based on the Company’s delivery revenue requirement established in Case No. ~~19-G-0379~~22-G-0318. Residential customers taking service under P.S.C. No. 87 Service Classification No. 1 and P.S.C. No. 88 Service Classification No. 13 shall be combined into monthly DSR Targets. Non-residential customers taking service under P.S.C. No. 87 Service Classification No. 2 and P.S.C. No. 88 Service Classification Nos. 1, 5, and 14 shall be combined into monthly DSR Targets. DSR Targets for each of the Rate Years are set forth in the Joint Proposal dated ~~June 14, 2023~~May 21, 2020 in Case Nos. ~~22-E-0317, 22-G-0318, 22-E-0319, and 22-G-0320~~19-E-0378, 19-G-0379, 19-E-0380, and 19-G-0381 and approved by the Commission on ~~November 19, 2020~~XXOctober 12, 2023. The DSR Target for Rate Year 3 shall repeat annually until changed by the Commission.
  - (i) The Company shall have two RDM classes for reconciliation purposes: one residential class consisting of residential P.S.C. No. 87 Service Classification No. 1 and P.S.C. No. 88 Service Classification No. 13 customers; and one consolidated non-residential class consisting of non-residential P.S.C. No. 87 Service Classification No. 2, and P.S.C. No. 88 Service Classification Nos. 1, 5, and 14 customers.
- b. “Delivery Revenues” - For the purpose of RDM, Delivery Revenues shall be measured as the sum of the billed base delivery revenues from all customers for each service classification (customer charges, ~~and~~ per therm delivery rates, and Make-Whole Rates). For purposes of this calculation, revenues related to the System Benefits Charge (SBC), Rate Adjustment Mechanism (RAM), Merchant Function Charge (MFC), Non-Pipes Alternative (NPA) Surcharge, Earnings Adjustment Mechanism (EAM) Surcharge, Transition Charge, and gross receipts taxes are excluded. All sales to economic incentive rate incentive customers and low income customers shall be priced out at standard service classification rates in developing the DSR Targets.
- c. “Rate Year” – for the purposes of RDM, Rate Year 1 shall be effective through April 30, ~~2021~~2024. Each Rate Year thereafter shall begin on May 1 in all subsequent 12-month periods.

#### 3. Calculation

- a. Each month, actual billed delivery service revenues shall be reconciled to account for weather normalized delivery service revenues. Actual delivery service revenues are defined as the revenue received from base delivery rates (customer charges and per-therm delivery rates). Actual delivery service revenues shall reflect the weather normalization adjustment clause.
- b. At the end of the Rate Year, actual billed delivery service revenues by RDM class for the entire Rate Year shall be compared to the cumulative monthly targets for the entire Rate Year. Any variance from the cumulative monthly targets for the Rate Year shall be either surcharged or credited to customers over the 12 monthly periods of the immediately succeeding Rate Year. Surcharges or credits shall be developed on an RDM class basis. Any surcharge or credit amount shall reflect interest at the then effective other customer deposit rate. Any such surcharge or credit under the annual reconciliation or interim reconciliation process (refer to 3.d. below) shall be recovered or returned through RDM class specific rates. Surcharges or credits arrived at in the annual reconciliation shall reflect amounts already surcharged or refunded through the interim reconciliation process.

ISSUED BY: ~~Joseph J. Syta~~Jeremy J. Euto, Vice President – ~~Regulatory, Controller and Treasurer~~, Rochester, New York

PSC NO: 90 GAS  
NEW YORK STATE ELECTRIC & GAS CORPORATION  
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**GENERAL INFORMATION**

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**22. REVENUE DECOUPLING MECHANISM (RDM) ADJUSTMENT (Cont'd)**

**3. Calculation (Cont'd)**

- c. The first two months of the Rate Year shall be adjusted upward to reverse the effect of pro-ration between old and new rates in actual billed delivery service revenue. The actual billing determinants for each RDM applicable service class shall be multiplied by the approved rates for the Rate Year.
- d. If at any time during the Rate Year the cumulative difference between the actual billed delivery service revenues and the cumulative target revenues is 1.50% or more, the Company may file an interim RDM Adjustment for each RDM classification. ~~For the Rate Years listed below, the amounts by Rate Year (positive or negative) will trigger an interim RDM Adjustment for each service classification:~~
  - ~~(i) Rate Year 1: \$2.88 million~~
  - ~~(ii) Rate Year 2: \$2.94 million~~
  - ~~(iii) Rate Year 3: \$3.01 million~~

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

**4. Filing of Statements**

- a. A Revenue Decoupling Mechanism (RDM) Statement setting forth the rate adjustment shall be filed with the Public Service Commission on not less than 30-days' notice.
- b. Should the Company file an interim RDM Adjustment as described above, such filing shall occur on not less than 10-days' notice.
- c. Such statements can be found at the end of each Schedule (P.S.C. No. 87 – Gas and P.S.C. No. 88 - Gas).

Issued By: ~~Joseph J. Syta~~ Jeremy J. Euto, Vice President – ~~Regulatory, Controller and Treasurer~~, Binghamton, NY

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**GENERAL INFORMATION**

**25. GLOSSARY: (CONT'D)**

**Human Needs Customer:** See “Critical Care Customer(s).”

**Late Payment:** Any payment made more than 20 calendar days after the date payment was due. Payment is due as specified by the Company on its bill, provided such date does not occur before personal service of the bill or three calendar days after the mailing of the bill.

**Load:** The amount of gas consumed. An ESCO’s Load is the total volume of gas consumed by the ESCO itself and all of its Customers, if any.

**Load Factor:** The ratio of the average consumption to maximum consumption for a given time period.

**Losses:** The loss of gas, resulting from its transportation over the Distribution System, between the Distribution Point(s) of Receipt and the Distribution Point(s) of Delivery.

**Lost and Unaccounted for Gas:** The difference between the quantity of gas available from all sources (purchased, transported, and locally produced) and the quantity accounted for by sales, deliveries of Company use.

**Main:** A pipeline located on a public or private right-of-way which is generally available or used to transport gas to more than one service line.

**Make-Whole Charge or Make-Whole Rate:** In accordance with Public Service Commission Order issued October 12, 2023 in Case 22-G-0318, the Make-Whole Usage/Make-Whole Rate Charge recovers shortfalls in delivery revenues such that the Company and their customers would be in the same position had Rate Year 1 rates gone into effect on May 1, 2023. The Make-Whole Usage Charge/Make-Whole Rate commences November 1, 2023 and remains in effect through April 30, 2024.

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**Marketer:** An Energy Services Company (“ESCO”).

**Mcf:** 1,000 cubic feet.

**Month:** A period beginning at 9:00 a.m. Central Clock Time on the first Day of the calendar Month and ending at 9:00 a.m. Central Clock Time on the first Day of the following calendar Month.

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

**New Customer:** A customer who was not the last previous customer at the premises to be served, regardless of whether such customer previously was or is still a customer of the Company at a different location.

ISSUED BY: Jeremy Euto, Vice President – Regulatory, Binghamton, New York Joseph J. Syta, Vice President, Controller and Treasurer, Rochester, New York

PSC NO. 90 Gas

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**Non-Emergency Services:** Services provided by the Company that are not in response to emergency events.

~~Parties:~~ The Company and the ESCO receiving service under this Tariff.

~~Payment:~~ Is considered to be made on the date when it is received by the Company or one of its authorized collection agents.

~~Point of Supply:~~ The point (or connection) where the Company's gas mains and/or Company-owned Service Lines end and the Customer owned Service Lines end and the Customer owned facilities begin.

ISSUED BY: ~~Jeremy Euto, Vice President – Regulatory, Binghamton, New York~~ Joseph J. Syta, Vice President,  
Controller and Treasurer, Rochester, New York

PSC NO. 90 Gas  
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**GENERAL INFORMATION**

**25. GLOSSARY: (CONT'D)**

~~Human Needs Customer: See "Critical Care Customer(s)."~~

~~Late Payment: Any payment made more than 20 calendar days after the date payment was due. Payment is due as specified by the Company on its bill, provided such date does not occur before personal service of the bill or three calendar days after the mailing of the bill.~~

~~Load: The amount of gas consumed. An ESCO's Load is the total volume of gas consumed by the ESCO itself and all of its Customers, if any.~~

~~Load Factor: The ratio of the average consumption to maximum consumption for a given time period.~~

~~Losses: The loss of gas, resulting from its transportation over the Distribution System, between the Distribution Point(s) of Receipt and the Distribution Point(s) of Delivery.~~

~~Lost and Unaccounted for Gas: The difference between the quantity of gas available from all sources (purchased, transported, and locally produced) and the quantity accounted for by sales, deliveries of Company use.~~

~~Main: A pipeline located on a public or private right of way which is generally available or used to transport gas to more than one service line.~~

~~Marketer: An Energy Services Company ("ESCO").~~

~~Mcf: 1,000 cubic feet.~~

~~Month: A period beginning at 9:00 a.m. Central Clock Time on the first Day of the calendar Month and ending at 9:00 a.m. Central Clock Time on the first Day of the following calendar Month.~~

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

~~New Customer: A customer who was not the last previous customer at the premises to be served, regardless of whether such customer previously was or is still a customer of the Company at a different location.~~

~~Non-Emergency Services: Services provided by the Company that are not in response to emergency events.~~

**Parties:** The Company and the ESCO receiving service under this Tariff.

**Payment:** Is considered to be made on the date when it is received by the Company or one of its authorized collection agents.

ISSUED BY: Jeremy Euto, Vice President – Regulatory, Binghamton, New York Joseph J. Syta, Vice President, Controller and Treasurer, Rochester, New York

PSC NO. 90 Gas

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Superseding Revision: ~~1~~1

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**Point of Supply:** The point (or connection) where the Company's gas mains and/or Company-owned Service Lines end and the Customer-owned Service Lines end and the Customer-owned facilities begin.

ISSUED BY: ~~Jeremy Euto, Vice President – Regulatory, Binghamton, New York~~ Joseph J. Syta, Vice President,  
Controller and Treasurer, Rochester, New York

PSC NO: 90 GAS  
NEW YORK STATE ELECTRIC & GAS CORPORATION  
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**GENERAL INFORMATION**

**26. EARNINGS ADJUSTMENT MECHANISM (“EAM”) SURCHARGE**

~~Reserved for future use. The EAM Surcharge is designed to recover incentives associated with Energy Efficiency or Peak Load Reduction Gas EAMs from all customers taking service under the following Service Classifications:~~

- ~~—(1) Service Classification Nos. 1, 5, 7, 13, 14, 15, 16, and 19 of P.S.C. No. 88 Gas, or superseding issues thereof; and~~
- ~~—(2) Service Classification Nos. 1, 2, 5, 9, 10, and 11 of P.S.C. No. 87 Gas, or superseding issues thereof~~

~~A. Energy Efficiency (“EE”)~~

- ~~— Gas Share the Savings (“GSTS”) excluding Low to Moderate Income Customers (“LMI”) EAM; or~~
- ~~— GSTS LMI Only EAM~~

~~The EE EAMs shall allocate EAM incentives to service classifications using the same allocation method to allocate the Energy Efficiency EE Tracker costs to service classes, where 83.81% is based on energy and 16.19% is based on a peak day design demand allocator.~~

~~B. Peak Load Reduction~~

- ~~— Gas System Peak Reduction EAM; or~~
- ~~— Renewable Natural Gas (“RNG”) Connection EAM~~

~~This Peak Load Reduction EAMs shall allocate EAM incentives to service classifications using a gas peak day design demand allocator.~~

~~C. Recovery of EAM Incentives~~

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