

PSC No: 16 - Gas
Rochester Gas and Electric Corporation
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GENERAL INFORMATION
5. TERMINATION OF SERVICE (Cont'd)

B. TERMINATION OF SERVICE DUE TO FRAUD

If tampered equipment (as defined in Rule 1) is found on the customer's premises, or if any fraud upon the Company is practiced upon the customer's premises, or if any other act, omission or concealment intended to deceive the Company shall be practiced upon the customer's premises, the Company may terminate the supply of gas to the customer and remove its meter(s), apparatus and pipe no less than 15 days after final notice of termination is sent, following procedures established in Sections 5.A.(2) through 5.A.(11) of this Schedule.

Service shall not be restored to such a customer until all damages occasioned or sustained by the Company by reason of the above shall have been paid by the customer to the Company.

Termination of residential service shall be delayed, pending review, provided service can be rendered safely, if it is determined that a resident is likely to suffer a serious impairment to health or safety as a result of termination.

C. DISCONTINUANCE OR CURTAILMENT OF SERVICE

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

The Company may curtail or discontinue service in whole or in part, of daily, monthly, seasonal or annual quantities without incurring thereby any liability for any subsequent loss or damage which the Customer may sustain by reason of such curtailment or discontinuance, in order to conserve the supply of gas for existing domestic uses and uses deemed to be necessary for the protection of public health and safety and to avoid undue hardship. If the Company finds it necessary to curtail service, the Company may curtail service to a Customer or give oral or written notice of curtailment. If notice of curtailment is given, a customer must curtail its use of service pursuant to the notice.

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

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

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

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

For the purpose of this Rule 5.C., the term "commercial customers" shall include governmental and public authority customers. The term "core customers" is defined to include customers that lack alternatives. They take either (a) firm sales service, and lack installed equipment capable of burning fuels other than gas; or (b) firm transportation service. A non-residential customer is a person, corporation or other entity receiving service who is not a residential customer as defined in 16 NYCRR 11.

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