

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 1
Revision: 0
Superseding Revision:

N.E.A. CROSS OF N.Y., INC.

SCHEDULE

FOR

GAS SERVICE

Applicable in

**Towns of French Creek and Mina,
Located in Chautauqua County, State of New York**

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 2
Revision: 0
Superseding Revision:

TABLE OF CONTENTS

<u>No.</u>		<u>Page</u>
I.	TERRITORY TO WHICH SCHEDULE APPLIES	7
II.	RULES AND REGULATIONS	7
1.	Definitions Applicable to this Schedule	7
2.	Application for Service	10
	A. General	10
	B. Application for Residential Service	10
	C. Former Indebtedness Paid -Residential	11
	D. Obligation to Provide Residential Service	11
	E. Application for Non-Residential Service	12
	F. Former Indebtedness -Non-Residential	13
	G. Period of Service	14
	H. Approval of Service	14
	I. Refusal to Serve	14
3.	Customer Deposits	15
	A. Deposits and Refunds -Residential	15
	B. Security Deposits -Non-Residential	16
4.	Mains and Service Lines	20
	A. When an Application is Made	20
	B. An Application shall First Have	20
	C. The Company Shall Furnish	21
	D. Main Extension Surcharge	22
	E. Service Line Charge	23
5.	Furnishing of Right-of-way or Agreement to Pay	23
	A. Each Applicant shall Execute	23
	B. The Company shall not be Obligated to Provide Service	24
6.	Installation Before Service Required	24
7.	Inspection, Maintenance and Replacement of Facilities	24
	A. Company is Solely Responsible	24
	B. Company shall Bear the Cost	24
	C. Act of Omission of any Customer	24

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 3
Revision: 0
Superseding Revision:

TABLE OF CONTENTS (Cont'd.)

8.	Meters	
	A. The Applicant Must Provide	25
	B. The Meter will not be Installed	25
	C. Meter Location Must be Convenient	25
	E. The Consumer shall be Responsible	25
	F. The Company may Remove Meters	25
9.	Installing Meter and Supplying Service	25
	A. Settlement of Prior Indebtedness	25
	B. Gas Piping within the Building	25
	C. Company Delivery of Gas	25
10.	Access to Premises	26
	A. Customer Grants Company Employees Access	26
	B. Employee Identification	26
11.	Consumer's Equipment	26
	A. Consumer's Equipment Must be Safe	26
	B. Charge for Repair Work	26
	C. No Charge for Calls	26
	D. No Gratuity	26
12.	Meter Reading, Billing, Collection and Estimated Bills	26
	A. Meter Reading and Billing	26
	B. Meter Reading -Non-Residential Customers	28
	C. Estimated Bills -Residential Customers	28
	D. No Access Procedure -Residential Customers	29
	E. Estimated Bills -Non-Residential Customers	30
	F. No Access Procedure -Non-Residential Customers	31
	G. Back billing -Non-Residential Customers	32
	H. Levelized Payment Plan -Residential Customers	34
	I. Levelized Payment Plan -Non-Residential Customers	36
	J. Payment and Late Payment	37
	K. Dishonored Payment	38
	L. Increase in Rates Applicable in Municipality Where Service is Supplied	38
	M. Interest on Customer Overpayments	39
	N. Quarterly Payment Plan	39
	O. Contents of Bills	39

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 4
Revision: 0
Superseding Revision:

TABLE OF CONTENTS (Cont'd.)

13.	Discontinuance of Service -Residential Customers	40
	A. Notice of Discontinuance -Time	40
	B. Notice of Discontinuance -Format	40
	C. Verification Prior to Discontinuance	41
	D. Rapid Posting of Payments	41
	E. Deferred Payment Agreement –Residential	41
	F. Days and Time When Discontinuance Not Permitted	43
	G. Voluntary Third Party Notice	43
	H. No Additional Notice Required	44
	I. Discontinuance of Service to Entire Multiple Dwellings	44
	J. Discontinuance of Service to Two-Family Dwellings	44
	K. Discontinuance During Cold Weather	44
	L. Discontinuance During Emergencies	44
	M. Termination of Residential Service -Special Procedures	44
14 .	Complaint Procedures -Residential	45
	A. Any Complaints Filed with Company	45
	B. Company May Not Discontinue Service	45
	C. Copies of Complaint Handling Procedures	45
15 .	Reconnection of Service –Residential	45
	A. Where Customer's Service was Discontinued for Non Payment	45
	B. Reconnection Time	46
	C. Charge for Reconnection of Service	46
16 .	Discontinuance of Service -Non-Residential	46
	A. Conditions for Termination	46
	B. Final Notice of Termination	47
	C. Physical Termination of Service	48
	D. Rapid Posting of Payments	50
	E. Deferred Payment Agreement -Non-Residential Customers	50
	F. Payment at the Time of Termination	53
	G. Dishonored Checks	53
	H. Applicability	54
	I. Disconnection of Non-Residential Customers Without Notice	54
17 .	Reconnection of Service -Non-Residential	55
	A. Obligation to Reconnect	55
	B. Inability to Reconnect	56
	C. Charge for Reconnection of Service	56

PSC No. 2 – Gas

Leaf No. 5

N.E.A. Cross of N.Y., Inc.

Revision: 1

Initial Effective Date: 9/1/2009

Superseding Revision: 0

Issued in compliance with Commission Order effective June 19, 2009 in Case 09-M-0311

TABLE OF CONTENTS (Cont'd.)

18.	Complaint Handling Procedures - Non-Residential	57
	A. Complaints to the Company	57
	B. Complaints to the Commission	57
	C. Copies of Complaint Handling Procedure	57
19.	Notice Requirements -Non-Residential Customers	57
	A. Annual Notice	57
	B. Periodic Notices	58
20.	Inspection and Examination of Company Apparatus -Non-Residential	58
	A. Right to Inspect	58
	B. Duty to Inspect	59
	C. Penalty	59
	D. Other Rights	59
21.	Resale, Remetering or Submetering	59
22.	Temporary Service	60
	A. Temporary Service is	60
	B. During Periods of Temporary Restrictions	60
23.	Adjustment of Rates in Accordance with Changes in the Cost of Purchased Gas	61
	A. Cost of Purchased Gas	61
	B. Average Cost of Gas	61
	C. Price Stability Factor	61
	D. Statement of Purchased Gas Cost	62
	E. Supplier Refund Provision	62
	F. Annual Surcharge or Refund	63
24.	Adjustment of Rates in Accordance with Public Service Commission General Assessment and Temporary State Assessment Surcharges	64
	A. Rates Subject to PSC General Assessment	64
	B. PSC General Assessment Surcharge	64
	C. Calculation Period	64
	D. Calculation Procedure	64
	E. Rates Subject to Temporary State Assessment Surcharge	64
	F. Assessment Surcharge Statement	64
25.	Liability	65
	A. Company Endeavors	65
	B. Exceptions	65
	C. Company Should be Notified of Gas Leaks	65

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 6
Revision: 0
Superseding Revision:

TABLE OF CONTENTS (Cont'd.)

26.	Rate Revisions	65
27.	Change in Installation	65

SERVICE CLASSIFICATIONS

<u>No.</u>	<u>Type of Service</u>	
1	General Sales Service	66
2	Transportation Service	68
3	Negotiated Contracts	75
29.	SERVICE FORMS	
	A. Form for Application for Residential and Small Commercial Service	78
	B. Form for Application for Non-Residential Service	81
	C. Deferred Payment Agreement Form	84
	D. Deposit Alternative Notice Form	87
	E. Residential Deferred Payment Agreement Form	88
	F. Firm Transportation Service Agreement Form	91

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 7
Revision: 0
Superseding Revision:

I. TERRITORY TO WHICH SCHEDULE APPLIES:

This schedule applies to the Town of Mina and French Creek, located in Chautauqua County, State of New York.

II. RULES AND REGULATIONS

1. Definitions Applicable to this Schedule:

- A. "Adjusted gas revenue" means the revenue realized from the applicable service classification rates and charges, minus revenue taxes, the minimum charge and the cost of gas.
- B. An "applicant" is an individual, firm or partnership requesting the Company's service. Each individual residence, apartment or business location for which service is requested shall be counted as a separate application under these regulations. A residential applicant is any person who requests gas service at a dwelling for his or her residential use or the residential use by another person, for which the Company's effective tariff specifies a residential rate.
- C. The Term "Company" or "Utility" means N.E.A. Cross of N.Y., Inc.
- D. "Cost" or "Expense" shall include all labor, material and other definite charges applicable thereto, plus a reasonable percentage for engineering, purchasing and use of construction equipment.
- E. A "customer" is an individual, firm, partnership, corporation, association, municipality, or governmental body lawfully receiving service from the Company.
 - i. "Customer", for the purposes of the Home Energy Fair Practices Act, a residential customer or current residential customer includes any person who pursuant to an application for service made by such person or a third party on his or her behalf is supplied directly by the Company with gas service at a premises used in whole or in part as his or her residence, as defined in 16 NYCRR 11.2(a)(2).
- F. A "main" is 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.
- G. "Net Revenue" means the revenue realized from the applicable service classification rates and charges less revenue taxes and the cost of gas.
- H. A "Non-residential Access Controller" is a party known to the Company to be in control of access to the metering equipment of a non-residential customer, and to have an active account of its own with the Company.
- I. A "Non-residential Actual Reading" is one obtained by a Company employee from either the meter or a remote registration device attached thereto.
- J. A "Non-residential Applicant" is a person, corporation or other entity who has requested gas service as a non-residential customer.
- K. A "Non-residential Arrears" is charges for which payment has not been made more than 20 calendar days after payment was due.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 8
Revision: 0
Superseding Revision:

1. Definitions Applicable to this Schedule (Cont'd.):

- L. A "Non-residential Back bill" is that portion of any bill, other than a levelized bill, which represents charges not previously billed for service that was actually delivered to the customer during a period before the current billing cycle. A bill based on an actual reading rendered after one or more bills based on estimate or customer readings (commonly called a catch-up bill) which exceeds by 50 percent or more the bill that would have been rendered under the Company's standard estimation program is presumed to be a back bill.
- M. A "Non-residential Business Day" is any Monday through Friday when the Company's business offices are open.
- N. A "Non-residential Company Deficiency" means any action or inaction by the Company or one of its authorized agents that does not substantially conform to the rules and regulations of 16 NYCRR Part 13, the Company's tariff, or the Company's written business procedures.
- O. A "Non-Residential Customer" is a person, corporation or other entity, supplied by the Company with gas service under the Company's tariff and pursuant to an accepted application for service, who is not a residential customer as defined in 16 NYCRR Part 11.
- P. A "Non-residential Deferred Payment Agreement" is a written agreement for the payment of outstanding charges over a specified period of time. It must be signed in duplicate by the Company representative and the customer, and each must receive a copy, before it becomes enforceable by either party.
- Q. A "Non-residential Delinquent Customer" is a customer who has made a late payment on two or more occasions within the previous 12 month period.
- R. A "Non-residential Late Payment" is any payment made more than 20 calendar days after the date payment was due. Payment is due whenever 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.
- S. A "Non-residential Levelized Payment Plan" is a billing plan designed to reduce fluctuations in a customer's bill payments due to varying, but predictable, patterns of consumption.
- T. A "Non-residential New Customer" is 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.
- U. A "Non-residential Payment" is considered to be made on the date when it is received by the Company or one of its authorized agents.
- V. A "Non-residential Seasonal Customer" is a customer who applies for and receives Company service periodically each year, intermittently during the year, or at other irregular intervals.
- W. A "Non-residential Short Term or Temporary Customer" is a customer who requested service for a period of time up to two years.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 9
Revision: 0
Superseding Revision:

1. Definitions Applicable to this Schedule (Cont'd.):

- X. A "Non-residential Tampered Equipment" is 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.
- Y. A "Public Right-of-way" is the territorial limits of any street, avenue, road or way (other than a limited access thoroughfare) that is for any highway purpose under the jurisdiction of the State of New York or the legislative body of any county, city, town or village and is open to public use.
- Z. A "Residential Applicant", for the purposes of the Home Energy Fair Practices Act, includes any person who requests gas service at a premises to be used as his or her residence or the residence of a third party on whose behalf the person is requesting service, as defined in 16 NYCRR 11.2(a)(3).
- AA. A "Residential Customer" is any person who requests gas service at a dwelling for his or her residential use or residential use by another person, for which the Company's effective tariff specifies a residential rate.
 - i. A "Residential Customer", for purposes of the Home Energy Fair Practices Act, is a any person who pursuant to an application for service made by such person or a third party on his or her behalf is supplied directly by the Company with gas service at a premises used in whole or in part as his or her residence, as defined in 16 NYCRR 11.2(a)(2).
- AB. A "Residential Heating Customer" is a residential customer that uses natural gas for space heating
- AC. A "Residential Non-Heating Customer" is a residential customer that does not use natural gas for space heating.
- AD. A "service line" is the piping, including associated metering and pressure reducing appurtenances, that transports gas below grade from a main to the first accessible fitting inside the wall of a customer's building when a meter is located within the building; if a meter is located outside the building, the service line will be deemed to terminate at the outside of the building foundation wall.
- AE. "Surcharge" is a charge payable by Customer to Company, in addition to the charge for gas under the applicable service classification.
- AF. Abbreviations:

Cu. ft.	-Cubic foot or cubic feet
CCF or ccf	-One hundred cubic feet
Mcf	-One thousand cubic feet
Btu	-British thermal unit
Th	-Therm (100,000 Btu)
Dt or Dth	-Dekatherm (10 therms or 1,000,000 Btu)
16 NYCCR	-Title 16 of the New York Code of Rules and Regulations. Numerical suffix denotes section or part.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 10
Revision: 0
Superseding Revision:

2. Application For Service:

A. General:

- i. Application for service may be made by mail, telephone call or personal application at the Company's office. The Company reserves the privilege of requiring signed applications and will require them for commercial and industrial service and where extensions are to be made pursuant to Section 5. The form of the application is given in Section 29.
- ii. The Company shall not be obligated to provide seasonal or short-term service to any applicant who fails to post a lawfully required deposit.
- iii. The applicant will be required to make separate applications for each point of delivery and metering point, or for each class of service at each separate residence, apartments, business, building or location for which service is desired.

B. Application for Residential Service:

- i. A residential service application may be oral or written. An oral application for service shall be deemed completed when the applicant provides his or her name, address, telephone number and address of prior account (if any) or prior account number (if any). The Company may require an applicant to complete a written application if:
 - a. There are arrears at the premises to be served and service was terminated for non-payment or is subject to a final notice of termination; or
 - b. There is evidence of meter tampering or theft of service; or
 - c. The meter has advanced and there is no customer of record; or
 - d. The application is made by a third party on behalf of the person who would receive service.
- ii. Whenever a written application for residential service is required, the Company shall notify the applicant within two business days after such request, stating 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.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 11
Revision: 0
Superseding Revision:

2. Application For Service (Cont'd.):

- iii. In accordance with 16 NYCRR Sections 11.30 through 11.39, and Section 52 of the Public Service Law, when a tenant's service meter also registers utility service use outside the tenant's dwelling, the tenant is not required to pay the charges for that service. The Company will establish an account in the owner's name for all service registered on the shared meter after that date and will rebill for past service in accordance with 16 NYCRR Part 11.34. A customer may request a copy of the entire rules governing shared meters from the Company's office.

C. Former Indebtedness Paid -Residential

- i. The Company will 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:
 - a. The applicant makes full payment for residential service provided to any such prior account in his or her name; or
 - b. 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; or
 - c. 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 amounts required to be paid; or
 - d. The applicant is a recipient of, or an applicant for, public assistance, supplemental security income benefits or additional state payments pursuant to the Social Service 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 it 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
 - e. The Commission or its authorized designee directs the provision of service.

D. Obligation to Provide Residential Service:

The Company shall be obligated to provide service to a residential applicant who meets the requirements as stated in Section 3 within five business days of receipt of a completed oral or written application for service except as provided under Commission Rule 16 NYCRR 11.3.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 12
Revision: 0
Superseding Revision:

2. Application For Service (Cont'd.):

E. Application for Non-Residential Service:

i. Extension of Service:

- a. The Company shall either provide or deny service to any applicant as soon as reasonably possible, but no later than 10 calendar days after receipt of a completed application for service or such later time as may be specified by the applicant, except:
 - 1) Where prevented by labor strikes, or other work stoppages;
 - 2) Where precluded by consideration of public safety;
 - 3) Where precluded by physical impediments including:
 - (a) adverse weather conditions;
 - (b) inability to gain access to premises in the possession of the applicant or others;
 - (c) incomplete construction of necessary facilities by the applicant or inspection and certification thereof by the appropriate authorities; or
 - (d) incomplete construction of necessary facilities by the Company.
- b. The Company will make reasonable efforts to eliminate conditions preventing extensions of service and will pursue completion of any facilities it must construct with due diligence.
- c. As a prerequisite to accepting an applicant as a customer, and providing service, the Company may require the applicant to:
 - 1) File a written 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;
 - 2) Comply with the Company's tariff, or any applicable state, city or local laws or ordinances;
 - 3) Fulfill any applicable requirements of 16 NYCRR Part 230.

ii. Denial of Application:

- a. The Company will 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.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 13
Revision: 0
Superseding Revision:

2. Application For Service (Cont'd.):

- b. The written notice of denial shall:
 - 1) State the reason(s) for the denial;
 - 2) Specify what the applicant must do to qualify for service; and
 - 3) 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.
- c. The Company shall advise any applicant who submits an incomplete application, in writing and within three business days after receipt of the application, or 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.

F. Former Indebtedness -Non-Residential:

The Company will not be obligated to provide service to an applicant until full payment is made for all amounts due and payable which are not either the subject of a pending billing dispute pursuant to 16 NYCRR 13.15 or of an existing deferred payment agreement that is in good standing, including:

- i. Service provided and billed in accordance with 16 NYCRR 13.11 to prior account(s) in the applicant's name or for which the applicant is legally responsible;
- ii. Other tariff fees, charge, or penalties;
- iii. Reasonably chargeable material and installation costs relating to temporary or permanent line or main extensions or service laterals as required by Rule 5. and authorized under 16 NYCRR Part 230, provided these costs are itemized and given to the applicant in writing;
- iv. Special services billable under this tariff, provided these costs are itemized and given to the applicant in writing; and
- v. A security deposit, if requested by the Company in accordance with Rule 3.B.
- vi. The Company will provide service to any accepted applicant whose application for service was previously denied solely for failure to make full payment as provided in this rule as soon as reasonably possible, but no later than three business days, or such later time as may be specified by the applicant, after payment is made, or 10 calendar days after receipt of the original application, whichever is later, except as provided in Rule 2.E.i.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 10/1/2021

Leaf No. 14
Revision: 1
Superseding Revision: 0

2. Application For Service (Cont'd):

G. Period of Service:

After signing contract for service, the terms and service classifications of the schedule shall become applicable to the customer's service on the date service is made available, and thereafter until terminated by notice, as hereinafter provided, or until new terms or service classifications become applicable.

H. Approval of Service:

Before service is furnished at any location, the Company may require all piping and equipment to be inspected and approved by its Inspection Department or any legally constituted authorities having jurisdiction. If additional piping or equipment is installed in such premises, the customer shall notify the Company, before connection to the Company's service and secure such approval.

I. Refusal to Serve:

- i. The Company may, at any time, refuse to accept additional applications for new or additional gas service if, in its sole discretion, the Company believes that its supply and load circumstances are such that it cannot provide additional service without jeopardizing its already attached customers; provided, however, that the Company shall promptly advise the Public Service Commission of any such refusal, and the Public Service Commission shall have the right to require that the Company resume acceptance of some or all applications for service.
- ii. No applicant may rely on obtaining new or additional gas service unless and until his application is accepted by the Company. Unless otherwise specified in the Company's acceptance of an application, such acceptance shall only be binding upon the Company if the applicant is actually ready to take the new or additional gas service within 180 days after the date of such acceptance.

J. Tenant Energy Billing Data:

Upon written request from a prospective tenant or lessee, the Company will provide, at no cost, the total gas charges incurred at the prospective residential rental premises for the life of the premises, or the preceding two-year period, whichever is shorter. Prior to the commencement of the tenancy or execution of a lease, the Company will provide such information to the landlord or lessor and to the prospective tenant, or other authorized person, within ten days of receipt of the written request.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 15
Revision: 0
Superseding Revision:

3. Consumer Deposits:

A. Deposits and Refunds -Residential:

i. Deposits:

- a. The Company may require a consumer deposit from new seasonal or short-term residential customers and from residential customers who are delinquent in payment of their utility bill as a condition of receiving utility service. A current residential customer is delinquent for the purpose of a deposit assessment if such customer:
 - 1) Accumulates two 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 50 days after the bill is due; provided that the Company request such deposit within two months of such failure to pay; or
 - 2) Had utility service terminated for non-payment during the preceding six months.
- b. Customers from which a deposit may be required shall be provided a written notice, at least 20 days before the deposit is assessed, that the failure to make timely payment will permit the Company to require a deposit from such customer. If a 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 12 months.
- c. Deposits from new or current residential customers may not exceed two times the estimated average monthly bill for a calendar year except in the case of gas space for the heating season.
- d. The Company shall not require any person it knows to be a recipient of public assistance or supplemental security income to post a security deposit, nor shall it require or hold a deposit from any new or current residential customer it knows is 62 years of age or older unless such customer has had service terminated by the Company for non-payment of bills within the preceding six months.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 16
Revision: 0
Superseding Revision:

3. Consumer Deposits (Cont 'd.):

- e. The Company shall extend service to any new residential 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.

ii. Refunds:

- a. Each depositor, upon ceasing to be a customer, shall promptly receive a refund of such deposit and ail interest thereon, 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 receive such refund of the deposit as stated herein by reason on non-delinquency for a one-year period from the payment of the deposit. Thereafter, the Company may again require a deposit as stated in Subsection 3.A.
- b. The Company shall allow to each depositor simple interest at a rate per annum prescribed by the Public Service Commission on the amount deposited. Interest shall be paid upon the return of the deposit, or where the deposit has been held for a period of one year, the interest shall be credited to the customer on the first billing for utility service rendered after the end of such period. If the customer is not delinquent in the payment of bills during the one-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.

B. Security Deposits -Non-residential:

i. Deposit Requirements:

- a. The Company may only require the payment of a security deposit from:

- 1) A new customer; or
- 2) An existing customer:

- i) Who is delinquent;
- ii) Whose financial condition is such that it is likely that the Company must have reliable evidence of such condition, such as reports from accepted financial reporting service, or credit reporting agencies;

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 17
Revision: 0
Superseding Revision:

3. Consumer Deposits (Cont 'd.):

- iii) Who has filed for reorganization or bankruptcy; or
 - iv) Who has been rendered a back bill within the last twelve months from previously unbilled charges for service that came through tampered equipment.
- b. The Company shall offer an existing customer, from whom a deposit is required under clauses a.2)i) or ii) of this subdivision the opportunity to pay the deposit in three installments, 50 percent down and two monthly payments of the balance.
- c. A request for a deposit or deposit increase shall be in writing and shall advise the customer:
 - 1) Why the deposit is being requested;
 - 2) How the amount of the deposit was calculated;
 - 3) That the deposit is subject to later upward or downward revision based on the customer's subsequent billing history;
 - 4) That the customer may request that the Company review the account in order to assure that the deposit is not excessive;
 - 5) The circumstances under which the deposit will be refunded;
 - 6) That the customer will receive annual notice of the interest credited to the account;
 - 7) About the available deposit alternatives; and
 - 8) 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 installments.
- d. 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 will accrue and be paid and that the receipt is neither negotiable nor transferable.

ii. Deposit Calculation:

- a. 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 such as space heating or cooling customers, or certain manufacturing and industrial processors, where the deposit shall not exceed the cost of twice the average monthly usage for the peak season.
- b. In the case of an existing customer who has 12 months or more billing history, the amount of deposit shall be based on service used during the previous 12 month period as evidenced by the billing history.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 18
Revision: 0
Superseding Revision:

3. Consumer Deposits (Cont'd.):

- c. In the case of a new customer or a customer with less than 12 months of billing history, the amount of the deposit shall be based on one or more of the following, as available:

- 1) The billing history of the customer;
- 2) Information provided in the application by the customer about the expected load and use of service;
- 3) Information contained in a load study of the premises prepared by the Company; and
- 4) The billing history of the previous customer, provided there have been no significant changes in the load.

iii. Deposit Review:

- a. 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 the limitations contained in subdivision (b) of this section. This requirement does not limit the right of the Company to review a deposit at any time.
 - 1) If a deposit review shows that the deposit held falls short of the amount that the Company may lawfully require by 25 percent or more, the Company may require the payment of a corresponding additional deposit amount from the customer.
 - 2) If a deposit review shows that the deposit held exceeds the amount that the Company may lawfully require by 25 percent or more, the Company shall refund the excess deposit to the customer in accordance with subdivision iv of this section.
- b. 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 lawfully require in accordance with subdivision iv of this section.

iv. Deposit Alternatives:

- a. The Company shall accept deposit alternatives which provide a level of security equivalent to cash, such as irrevocable bank letters or credit and surety bonds.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 19
Revision: 0
Superseding Revision:

3. Consumer Deposits (Cont'd.):

- b. The Company may, 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 20 calendar days after payment is due.

v. Interest:

- a. Every cash deposit shall accrue interest at a rate prescribed at least annually by the Commission in light of the current economic conditions and current charges paid for money borrowed by the Company, taking into account the expenses incurred by the Company in obtaining, handling, returning or crediting the sum deposited.
- b. 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 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 year period.
- c. 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 or refund.

vi. Deposit Return:

- a. The Company shall return a deposit or a portion thereof plus the applicable interest in accordance with paragraphs (2) and (3) of this subdivision, as soon as reasonably possible, but no more than 30 calendar days after:
 - 1) The day an account is closed;
 - 2) The issuance date of the first cycle bill rendered after a three year period during which all bills were timely paid, provided there is no other basis for the Company to request a deposit under subparagraph i.a of this section; or
 - 3) A review pursuant to subdivision iii of this section shows that deposit reduction is warranted.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 20
Revision: 0
Superseding Revision:

3. Consumer Deposits (Cont'd.):

- b. A deposit or portion thereof plus the applicable interest that is subject to return under paragraph (1) of this subdivision:
 - 1) Shall be credited to the account it secured in the amount of any outstanding charges;
 - 2) May be credited to the account it secured in the amount of the next projected cycle bill, if applicable; and
 - 3) May be credited to any other account of the customer not secured by a deposit, in the amount of the arrears on that account.
- c. If a balance remains after the Company has credited the customer's account(s) in accordance with paragraph (2) of this subdivision, a refund check shall be issued to the customer.

4. Mains and Service Lines

- A. When an application for gas service is made to the Company by the owner or occupant of a building situated on property abutting on or having access to any public right-of-way in which the governmental authority having jurisdiction will permit the Company to install and maintain facilities, the Company will render the service requested in accordance with the following rules.

If due to unusual circumstances, the actual cost per foot of a particular installation is greater than two times the Company's average cost per foot of new installation for service for the twelve months ended September 30 of the previous year, the Company may apply to the Public Service Commission for relief from such part these rules as it deems necessary in order to provide the service.

- B. An applicant shall first have:
 - i. Assured the Company that he/she will be a reasonably permanent customer;
 - ii. Agreed in writing to pay to the Company;
 - a. The material and installation costs relating to any portion of the service line, service connections and appurtenant facilities located on his/her property that exceeds the portion which the Company is required to install without charge;

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 21
Revision: 0
Superseding Revision:

4. Mains and Service Lines (Cont 'd.)

- b. Any surcharge relating to the portion of the main and appurtenant facilities that exceeds the portion which the Company is required to install without, charge; and
 - c. The rates charged like customers; and
 - iii. Furnished reasonable security as to the performance of his/her agreement, if required to do so by the Company.
- C. The Company will furnish, place and construct all mains, service lines, service connections and appurtenant facilities necessary to render the service requested. The cost and expense which will be paid by the Company include the following:
- i. The amounts paid to governmental authorities for permits to do the work required and all paving charges that are legally imposed by any governmental authority for the repair or replacement of any street or sidewalk disturbed in the course of such installation.
 - ii. Residential Applicant -Non-Heating
The material and installation costs relating to up to 100 feet of total main and service line (service line measured from the centerline of the public right-of-way, or from the main, if it is closer to the customer and if development will be limited to one side of the right-of-way for at least 10 years), service connections and appurtenant facilities, but not less than 100 feet of main (if necessary) plus the length of service line necessary to reach the edge of the public right-of-way.
 - iii. Residential Applicant -Heating
The material and installation costs relating to: a. Up to 100 feet of main and appurtenant facilities; and b. Up to 100 feet of service line (service line measured from the centerline of the public right-of-way, or from the main, if it is closer to the customer and if development will be limited to one side of the right-of-way for at least 10 years), service connections and appurtenant facilities, but not less than the length of service line necessary to reach the edge of the public right-of-way.
 - iv. Non-Residential Applicant
The material and installation costs relating to up to (a) 100 feet of main and appurtenant facilities; and (b) any service line, service connections and appurtenant facilities located in the public right-of-way.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 22
Revision: 0
Superseding Revision:

4. Mains and Service Lines (Cont'd.)

D. Main Extension Surcharge:

If the Company, in order to provide service to an applicant, must install main and appurtenant facilities in addition to those required to be provided without charge under C above, the Company will impose a surcharge subject to the following provisions:

- i. The surcharge relating to mains and appurtenant facilities (including return, depreciation, taxes and maintenance) shall not exceed 20 percent per year of the actual reasonable cost of such facilities that exceeds the portion which the Company is required to install without charge to an applicant, if the Company lays a main of 4 inches or less in nominal diameter (in the case of low pressure distribution) or of 2 inches or less in nominal diameter (in the case of high pressure distribution). If the corporation lays a main greater than 4 inches in nominal diameter (in the case of low pressure distribution) or greater than 2 inches in nominal diameter (in the case of high pressure distribution), the surcharge shall not exceed 20 percent per year of the estimated reasonable cost of a 4-inch main (in the case of low pressure distribution), or a 2-inch main (in the case of high pressure distribution) unless the estimated consumption of the proposed customer(s) requires the installation of a larger-sized main, in which event the surcharge shall not exceed 20 percent per year of the actual reasonable cost of such main. The surcharge shall commence when gas service is first available to the applicant and shall be paid ratably for each billing period.
- ii. The surcharge shall be reduced by 50 percent of adjusted gas revenues, but the credit shall not exceed the amount of the surcharge as determined above.
- iii. Whenever more than one customer is connected to a main extension, the surcharge shall be so adjusted that the Company shall not receive in any one calendar year a greater percentage from all customers served from the main extension than that applicable to such extension. The surcharge will be reasonably allocated among the customers being served from the main extension, taking into account the portion of mains and appurtenant facilities which the Company is required to provide without charge to each customer served from such facilities.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 23
Revision: 0
Superseding Revision:

4. Mains and Service Lines (Cont'd.)

- iv. Each surcharge shall cease:
 - a. Whenever the length of a main extension required to be provided without charge to all customers served from such extension shall equal or exceed the total length of such extension.
 - b. Whenever the total adjusted gas revenue from all customers served from a main extension equals or exceeds 40 percent of the cost of such extension in excess of that required to be provided without charge, in each of any two consecutive calendar years; or
 - c. After a period of ten years following its commencement.
- v. If the adjusted gas revenue from all customers served from a main extension exceeds the carrying cost of the entire extension, any surcharges (or contributions) paid by such customers during the preceding five years shall be refunded to such customers.
- vi. No surcharge will be imposed if the total adjusted gas revenue from all customers served from a main extension is estimated to exceed 40 percent of the actual reasonable cost of such extension in each and any two consecutive calendar years.

E. Service Line Charge:

- i. If, in order to provide service to an applicant, the Company must install service lines, service connections and appurtenant facilities in addition to those required to be provided without charge under Rule 4.C, the Company may impose a charge for material and installation costs.
- ii. The customer shall have the option of digging and backfilling the service ditch in accordance with specifications provided by the Company. If the customer elects to dig and backfill the service ditch, a credit of 20 percent shall be deducted from the amount which would normally have been charged had the Company completed all of the work.

5. Furnishing of Rights-of-way or Agreement to Pay Costs:

- A. Each applicant or customer shall execute and deliver to the Company, free from cost, satisfactory permanent easements or rights-of-way to permit the Company to provide service.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 24
Revision: 0
Superseding Revision:

5. Furnishing of Right-of-way or Agreement to Pay (Cont 'd.)

- B. The Company shall not be obliged to provide service to any applicant or customer who has neither:
- i. Delivered to the Company satisfactory permanent easements or rights-of-way, nor
 - ii. Requested that the Company obtain such easements or rights-of-way, agreed to pay any costs which the Company incurs in obtaining them and (if required to do so by the Company) furnished reasonable security as to the performance of his/her agreement.

6. Installation Before Service Required:

Whenever the Company installs service lines, service connections or appurtenant facilities at the request of an applicant who does not immediately desire service, the applicant shall bear the entire reasonable expense of providing, placing and constructing such facilities but shall be entitled to a refund whenever gas service is begun for such part of the expense of the Company as herein before required to assume. The refund shall be the cost of the service lines and appurtenances, less depreciation at the rate of 3 percent per year.

7. Inspection, Maintenance and Replacement of Facilities:

- A. The Company shall be solely responsible for the inspection, testing, operation, maintenance, replacement and reconstruction of all mains, service lines, service connections and appurtenant facilities which it uses to supply gas to customers.
- B. The Company shall bear the cost of inspecting testing and operating all facilities. It shall bear the cost of maintaining, replacing or reconstructing all main and appurtenant facilities. It shall also bear the cost of maintaining, replacing or reconstructing the service line and appurtenant facilities necessary to serve each as if such customer were an applicant for service, unless an act or omission of the customer necessitates the replacement or reconstruction.
- C. If an act or omission of any customer who had installed facilities necessitates the replacement or reconstruction of such facilities, the customer shall pay to the Company the cost of replacement or reconstruction.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 25
Revision: 0
Superseding Revision:

8. Meters:

- shall
- A. The applicant must provide, free of charge to the Company, a suitable location to be approved by the Company, for the Company's meter and equipment which be readily accessible and reasonable protected.
 - B. The meter will not be installed by the Company where the piping is less than three-quarters of an inch.
 - C. Meter locations must be readily convenient and accessible and must be as close as possible to where the "service line" enters through the outer wall. They shall be approved by the Company in every case and shall be such as to offer adequate protection to Company equipment.
 - D. The consumer shall be responsible for the protection of the meters and other Company property located on the premises and shall exercise reasonable care to prevent theft of, damage to, or interference with such equipment.
 - E. Only one meter will be installed by the Company for each service line, except where individual metering is needed for billing purposes to the several applicants or where accuracy of measurement requires, in the Company's opinion, more than one meter.
 - F. The Company may remove the meters, appliances and all other material belonging to it and discontinue service upon such notice as may be required by law, or may be covered by the regulations applicable to the service furnished.

9. Installing Meter and Supplying Service:

Gas will not be connected until the applicant has satisfactorily complied with all other requirements, and the following conditions:

- A. Settlement of prior indebtedness due the Company may be required.
- B. Gas piping within the building must be safe and adequate for the service desired, and must comply with the Company's general requirements and/or requirements of public authorities having jurisdiction.
- C. The Company undertakes to deliver gas at such a pressure as to insure satisfactory service with reasonable pressure drops in the service lateral and house piping, but takes no responsibility for adequacy of building piping.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 26
Revision: 0
Superseding Revision:

10. Access to Premises:

- A. In accepting service, the consumer grants the Company's employees and agents the right of access to the premises at all reasonable times for such purposes as the reading of meters, inspection of meters, pipes and appliances, or disconnecting or removing any or all of the property belonging to the Company.
- B. All employees authorized to make such inspections, alterations or removals carry badges or other suitable identification which they are instructed to show upon request.

11. Consumer's Equipment:

- A. The consumer's equipment and appliances must be safe, adequate, in accordance with generally accepted practice and not likely to cause detriment to the service furnished by the Company generally.
- B. A charge may be made for all repair work to consumer's piping, fixtures and appliances, unless covered by sales guarantee of appliances.
- C. No charge will be made for calls or for temporary repair to prevent damage to persons or property or for such minor adjustments as may be made by employees without serious interference with their regular duties.
- D. Employees of the Company are forbidden to demand or receive any gratuity whatever from consumers for services rendered.

12. Meter Reading, Billing, Collection and Estimated Bills:

- A. Meter Reading and Billing:
 - i. The extent of the customer's use of Company's service shall be determined by the readings of the meters installed by the Company. In case of failure on the part of the meter or meters to accurately record the extent of the customer's utilization, the Company shall estimate the use for the period, in which said meter or meters shall have been non-operative or inaccurate, and shall adjust the customer's bills accordingly for a period equal to one-half the time having elapsed since the last previous test, but not in excess of three month's time.
 - ii. Prices, charges and quantities in this schedule are on a monthly basis, unless expressly stated otherwise.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 27
Revision: 0
Superseding Revision:

12. Meter Reading, Billing, Collection and Estimated Bills (Cont'd.).

- iii. The rates contained in this schedule are based upon gas delivered under conditions generally applicable to low pressure service. Bills for gas normally served at a pressure in excess of 1/4 lb. per square inch will be computed upon the volume as indicated by the meter registration increased to the equivalent volume at standard pressure (30 inches of mercury).
- iv. At the option of the Company, meters shall be read either monthly or bi-monthly, but ordinarily meters of domestic and commercial customers will be read once each two months.
 - a. If, for any reason, the interval between meter readings is more than five days longer or shorter than normal, the stated monthly rate will apply pro-rata on the basis of a 30-day month.
- v. Bills will be rendered once each month. For the months in which the meters are not read of a bi-monthly reading period, or when the actual use is not known because of inability to read the meter or because of failure of a meter to register accurately, consumption shall be determined by estimation on the basis of the customer's previous usage, adjusted for weather conditions. The consumption for the second month of each bi-monthly meter reading period shall be determined by subtracting the first month's estimated consumption from the total actual consumption for the bi-monthly period as shown by the meter. The bill for each month shall be the result of applying to the consumption, determined as aforesaid, the applicable rates and charges contained in the tariff. Pursuant to Public Service Commission regulations, no tenant may be billed for gas service or disconnected for failure to pay for gas service which is not used to provide service within the tenant's apartment if the tenant has not consented to pay for such usage.
 - a. Upon request, the Company will supply any customer with a card form upon which he may record his meter reading at the end of the first month of each bi-monthly meter reading period; and if such card is received by the Company within two days after the close of the monthly period, the bill for such month will be computed from the meter reading shown on the card instead of by estimate. The Company will adjust estimates of bills for changes in conditions of which it has been notified in advance by a customer.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 28
Revision: 0
Superseding Revision:

12. Meter Reading, Billing, Collection and Estimated Bills (Cont'd.):

B. Meter Reading - Non-residential Customers:

- i. The Company shall make a reading attempt, to obtain an actual every customer's account, on the regularly scheduled basis stated in Rule 12.A.
- ii. A reading attempt requires that a meter reader visit the premises between 8:00 a.m. and 5:00 p.m. on a business day, and follow any routine access instructions.
- iii. Where circumstances beyond the Company's control prevent the Company from making a regularly scheduled reading attempt and where the two previous consecutive cycle bills were not based on an actual reading, the Company shall make a second similar follow-up reading attempt as soon as possible and within seven calendar days after the scheduled reading date.

C. Estimated Bills - Residential Customers:

- i. In the event that no actual meter reading is obtained by the time the bill representing a maximum of six months consecutively estimated gas usage is rendered, the Company shall send a letter to the customer, except where the customer resides in a multiple dwelling (as defined in the Multiple Dwelling Law) and the meter is not in the apartment, such letter shall be sent to the customer's landlord, the landlord's managing agent or building superintendent, offering a special appointment for meter reading. (If the Company's records do not contain the address of the landlord, his building agent or building superintendent, the Company should request that the customer furnish such information, if available to him). The Company's offer for special appointment shall include evening and Saturday appointments.
- ii. Where the Company has submitted an estimated bill or bills to a residential customer that understate the actual amount of money owed by such customer for the period when estimated bills were rendered by more than 50 percent or one hundred dollars (\$100), whichever is greater, the Company shall notify the customer in writing that he or she has the right to pay the difference between the estimated charges and the actual charges in regular monthly installments over a reasonable period that shall not be less than three months.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 29
Revision: 0
Superseding Revision:

12. Meter Reading, Billing, Collection and Estimated Bills (Cont'd.):

D. No Access Procedure - Residential Customers:

- i. If at the end of eight months of consecutively estimated bills for gas service, the customer does not respond to the request for a special appointment, a second letter shall be sent offering a special appointment and advising the recipient that if said recipient fails to make an appointment, a special charge of twenty-five dollars (plus applicable tax) will be added to the next bill for refusal to provide access to the meter. A landlord, building superintendent or managing agent who fails to permit access to an area containing one or more meters will be charged twenty-five dollars on his account at the premises.
- ii. Further, if no response is received to this second appointment letter within two months of its mailing, the Company shall inform the recipient by registered letter that, in accordance with the Commission's directive, it shall apply for a court order to gain access to the meter. The letter shall inform the recipient that the purpose of obtaining such a court order shall be to permit the Company to replace a meter or, if physically feasible, install a remote reading device or relocate the meter to preclude future estimated billing. The letter shall also state that all applicable costs, including (but not limited to) court costs and the cost of the remote meter device including installation, shall be paid by the customer in accordance with this tariff provision.
- iii. The Company has the authority, pursuant to the Transportation Corporation Law, to enter at all reasonable times, any dwelling, store, building, room or place supplied with gas for the purpose of inspecting and examining the meters, pipe, fittings and appliances for supplying and/or regulating the supply of gas (See also Rule 10).
- iv. The Company may invoke the provisions prescribed herein wherever a customer with a remote reading device refuses access to the indoor meter for a period of time set forth in the Company's tariff schedule, that period to be limited to at least once in any 12 month period.
- v. Rules 12.C and D. (above) shall not apply to seasonal customers.
- vi. The procedures mandated in Rules 12.C and D. (above) may be accelerated if rate schedules providing for shorter time span between the steps outlined in above Rules are filed.
- vii. The Company shall not charge customers for special appointments directed in above Rules 12.C. and D.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 30
Revision: 0
Superseding Revision:

12. Meter Reading, Billing, Collection and Estimated Bills (Cont'd.):

- viii. The Company shall explain billing corrections to its customers and furnish customers with the reasons for any cancellations and subsequent re-billings caused by estimated readings.
- ix. The Company shall install outdoor meters or remote registers for all new one, two and three-family houses, wherever feasible

E. Estimated Bills - Non-residential Customers:

- i. The Company may render an estimated bill for a regular cycle billing period only when:
 - a. The Company has failed to obtain access to the meter(s);
 - b. 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;
 - c. 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 the next cycle bill;
 - d. Circumstances beyond the control of the Company prevented the meter reader from making a premises visit;
 - e. An actual reading was lost or destroyed; provided, however, that an estimated bill for this reason shall be rendered no more than once without the Company initiating corrective action before the rendering of the next cycle bill;
 - f. An estimated reading has been prescribed or authorized by the Commission for a particular billing cycle;
 - g. An estimated reading is the approved billing method in accordance with the Company's tariff for the billing; or
 - h. An unmetered condition was in existence during the period.
- ii. Every estimated bill shall be calculated in accordance with an established formula or methodology which shall take into account the best available relevant factors for determining the customer's usage.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 31
Revision: 0
Superseding Revision:

12. Meter Reading. Billing, Collection and Estimated Bills (Cont'd.):

F. No Access Procedure - Non-residential Customers:

- i. The Company shall begin providing no access notices commencing with:
 - a. The fourth consecutive bill estimated pursuant to subparagraph (E)(i)(a) or (b); or
 - b. The tenth consecutive bill estimated pursuant to subparagraph (e)(i)(a) or (b) based on a remote registration device or a customer reading.
- ii. The no access notices and charges described in this subdivision shall be directed only to the access controller. In any case where the access controller is not the customer of the subject account, a copy of these no access notices shall also be sent to the customer at the same time.
- iii. The series of no access notices shall be as follows:
 - a. The first notice shall advise the access controller that unless access to the customer's meter is provided on the next meter reading date or a special appointment to read the meter is made and kept by the access controller prior to that date, a no access charge will be added to the access controller's next bill and to every bill thereafter until access to the customer's meter is provided, but that no charge will be imposed if an appointment is arranged and kept. The notice shall advise the access controller that the Company will arrange a special appointment for a reading of the customer's meter if the access controller calls a specified telephone number. Where the access controller is not the customer of the subject account, the notice shall begin by stating that the Company records indicate that the recipient is the party who controls access to the meter of the customer, specifically identified as to address, part supplied, and account number, and that the Company has not been provided access to the customer's meter as required.
 - b. The second notice shall advise the access controller of the no access charge that has been added to the access controller's bill and that unless access to the customer's meter is provided on the next meter reading date or a special appointment to read the meter is made and kept by the access controller prior to that date, another charge will be added to the access controller's next bill. The notice shall further explain that if the access controller's service can be physically terminated without obtaining access, steps to terminate service will follow, and that in the event that the access controller's service cannot be physically terminated, steps to obtain a court

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 32
Revision: 0
Superseding Revision:

12. Meter Reading. Billing, Collection and Estimated Bills (Cont'd.):

order to gain access to the customer's meter will follow. The notice shall advise the access controller that the Company will arrange a special appointment for a reading of the customer's meter if the access controller calls a specified number.

- c. The third and each successive notice shall advise the access controller of the no access charge that has been added to the access controller's bill and, if the access controller's service can be terminated without obtaining access, shall be accompanied by a final notice of termination for non-access. In any case where the access controller's service cannot be physically terminated without obtaining access, the notice shall advise the access controller that the Company is seeking to obtain a court order to gain access to the customer's meter.
- iv. The no access charge shall not exceed \$100.
- v. No more than \$100 per building or premises shall be added to any single bill of the access controller even though more than one meter is located there.
- vi. The Company may, at its discretion, suspend temporarily the issuance of no access notices and/or penalties under this subdivision 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 exceed 90 calendar days.

G. Back billing - Non-Residential Customers:

- i. Notice:
 - a. Every back bill shall contain a written explanation of the reason for the back bill that shall be sufficiently detailed to apprise the customer of the circumstances, error or condition that caused the under billing, and, if the back bill covers more than a 24 month period, a statement setting forth the reason(s) the Company did not limit the back bill under subdivision (c) of this section.
 - b. Every back bill shall contain or be accompanied by all required information applicable under 16 NYCRR 13.11 - Contents of Bill.
 - c. Every back bill covering more than a one month period, other than a catch-up back bill, shall contain a notice that the customer may obtain upon request a detailed billing statement showing how the charges were

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 33
Revision: 0
Superseding Revision:

12. Meter Reading, Billing, Collection and Estimated Bills (Cont'd.):

calculated, including any late payment charges. All catch-up back bills shall clearly indicate how the back bill was calculated, whether as if the service were used during the current cycle, or as if redistributed back to the last actual reading.

- d. A back bill shall be accompanied by an offer of a deferred payment agreement in accordance with Rule 16.E, if applicable.

ii. Limitations on Back bill Rendering:

- a. The Company shall not render a back bill more than six months after the Company actually became aware of the circumstance, error or condition that caused the under billing, unless a court extends the time to render a back bill.
- b. The Company shall not upwardly revise a back bill unless the first back bill explicitly stated that the Company reserved the right to do so, the revised back bill is rendered within 12 months after the Company actually became aware of the circumstance, error, or condition that caused the under billing, and
 - 1) The customer knew or reasonably should have known that the original billing or the first back bill was incorrect, or
 - 2) New information shows that the first back bill was incorrect.
- c. The Company shall render a downwardly revised back bill as soon as reasonably possible and within two months after the Company becomes aware that the first back bill was excessive.
- d. The Company shall not render a back bill for any under billing when the reason for the under billings 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.

iii. Limitations on Back Billing Period:

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

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 34
Revision: 0
Superseding Revision:

12. Meter Reading, Billing, Collection and Estimated Bills (Cont'd.):

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

H. Levelized Payment Plan -Residential Customers

- i. Customers who currently receive firm sales service and are in good standing, have the option with the consent of the Company of paying for service under the Company's Monthly Budget Payment Plan. The plan covers up to twelve months billing and can be started with the next billing for the batch in which the meter(s) is read. The initial budget amount is based on the preceding year's consumption, adjusted for known increases or decreases in anticipated use. For new customers, at the Company's option, usage will either be estimated or the customer may have to wait until a history of usage pattern has been established.

- ii. Company Procedure:

The Company has established a written procedure and billing system to implement these rules, which procedure:

- a. Sets forth the method for establishing an eligible customer's monthly or bimonthly budget payment amount which takes into consideration the best available relevant factors including the Company's standard estimation factors, projected rates, fuel adjustment charges, and taxes;
 - b. Sets forth the method for comparing the actual cost of service rendered, as determined by actual meter readings and any rate increases or decreases, to the budget amount, and for adjusting upwards or downwards the budget payment amount to minimize the adjustment required on the final settlement bill. This comparison shall not be done less than two or more than four times annually, and at the end of the plan year.
 - c. Provides that each budget bill clearly identifies the total of budget payment amounts billed and the total of the actual dollar value of the consumption used during the period covered by the current bill;
 - d. Provides that the final settlement bill which is rendered at the end of the budget plan year, when the customer requests removal from the budget plan, or when the Company removes the customer from the budget plan;
- 1) Sets forth a reconciliation between the total budget payment amount billed, the cost of service actually used and the amounts paid during the plan period; and

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 35
Revision: 0
Superseding Revision:

12. Meter Reading, Billing, Collection and Estimated Bills (Cont'd.):

- 2) If payment was received in excess of the cost of service actually used during the plan period, advises the customer of the Company's policy regarding return of the excess payment. This policy may not permit the Company to credit to the customer's account more than the budget payment or estimated amount of the next cycle bill, and must provide for the issuance of a refund check for any balance within 30 calendar days of the rendering of the final budget settlement bill.
- e. Requires that when the budget payment amount is revised, the customer be provided with a general description of such revision calculation, and a Company telephone number to call for a more detailed explanation of the revision, and
- f. Limits enrollment to the plan to a time of year when the customer will not be subject to undue disadvantage.
- iii. Budget bills are due and payable. Full payment must be received on or before the date shown on the bill to avoid a late payment charge of one and one-half percent (1 1/2 %) pursuant to Rule 12.J. If customer fails to pay the monthly Budget Amount or upon discontinuance of service, the Monthly Budget Payment Plan will be canceled and any deficiency shall be due and payable at once, including any late payment charges assessed. Any overpayment shall be credited to the customer's account. The customer can cancel the plan at any time effective with his next regularly scheduled billing.
- i. Removal from the Budget Plan:
 - a. A customer may request that the Company remove the customer from the budget plan and reinstate billing at any time, in which case the Company may immediately render a final budget settlement bill, and shall do so no later than by the time of the next cycle bill that is rendered more than 10 business days after the request.
 - b. The Company may remove a customer from the budget plan if the customer becomes ineligible pursuant to the rules of the plan or this Section or becomes a non-residential customer.
 - c. If the customer becomes delinquent for the first time in any twelve month period, the Company will provide the customer with the opportunity to become current in payment prior to cancellation from the budget plan. The second, or subsequent, time delinquency occurs in any 12 month period, the Company shall cancel the budget plan and any deficiency; shall be due and payable at once, including any late payment charges assessed.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 36
Revision: 0
Superseding Revision:

12. Meter Reading, Billing, Collection and Estimated Bills (Cont'd.):

I. Levelized Payment Plan - Non-Residential Customers:

i. Obligation to Offer:

The Company shall provide a written notice offering a voluntary levelized payment plan designed to reduce fluctuations in payments caused by seasonal patterns of consumption to its eligible customers at least once in each 12 month period.

ii. Eligibility:

The Company shall offer a levelized payment plan to all non-residential customers except:

- a. Customers who have less than 12 months of billing history at the premises;
- b. Seasonal, short-term or temporary customers;
- c. Customers who have arrears;
- d. Interruptible, temperature-controlled or dual-fuel customers;
- e. Customers who, for any reason, ceased being billed on a previous levelized payment plan before the end of the plan year in the past 24 months; or
- f. Customers whose pattern of consumption is not sufficiently predictable to be estimated on an annual basis with any reasonable degree of certainty.

iii. Removal From Levelized Payment Plan:

- a. A customer may request that the Company remove the customer from the levelized payment plan and reinstate regular billing at any time in which case the Company may immediately render a final levelized settlement bill, and shall do so no later than by the time of the next cycle bill that is rendered more than 10 business days after the request.
- b. The Company may only remove a customer from the levelized payment plan if the customer becomes ineligible under subdivision (b) of this section and 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.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 37
Revision: 0
Superseding Revision:

12. Meter Reading, Billing, Collection and Estimated Bills (Cont'd.):

J. Payment and Late Payment:

- i. All bills are due when personally served or three (3) days after the mailing of the bill. If paid more than twenty (20) days after the bill is due, which date is shown on the bill, customers, except state agencies, shall be required to pay a late payment charge.
- ii. Late payment charges at the rate of one and one-half percent (1 1/2%) per monthly billing period shall be applied unless payment in full is made on the current bill and all bills in arrears, if any. The late payment charge will be applied to all amounts previously billed, including arrears and unpaid late payment charges applied to previous bills.
- iii. Service provided to a state agency 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).
- iv. In case partial payment is made, it shall apply on the oldest bill in arrears. Remittance mailed on the last date a bill is payable without imposition of the late payment charges will not be subject to the late payment charge; postmark to be conclusive evidence of the time of mailing. The failure of a customer to receive the bill shall not exempt him from imposition of the late payment charge.
- v. Non-Residential Customers: The Company may impose a continuing late payment charge on the amount charge on 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. The Company may also impose a continuing late payment charge on the balance due under a deferred payment agreement offered pursuant to Rule 16.E
- vi. Except as provided in this rule, the Company may not charge any non-residential customer a late payment charge, penalty, fee, interest or other charge of any kind for any late payment or deferred payment agreement occasioned by the customer's failure to make timely payment for services.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 38
Revision: 0
Superseding Revision:

12. Meter Reading, Billing, Collection and Estimated Bills (Cont'd.):

K. Dishonored Payment:

- i. Should the Company receive a negotiable instrument from an applicant or customer in payment for any bill, charge or deposit due, and such negotiable instrument be subsequently dishonored or be uncollectible for any reason, the Company may charge back to the customer any credits given by virtue of the receipt of such negotiable instrument and treat the account as if no such payment was ever received by the Company.
- ii. In addition, the Company shall charge the applicant or customer a \$5.75 handling charge plus any additional handling charge amounts on such instrument. However, the total amount to be charged the customer for each dishonored check shall not exceed \$10.00.

L. Increase in Rates Applicable in Municipality Where Service is Supplied:

- i. The rates and charges for service under all Service Classifications, including gas cost adjustment and minimum charge, shall be increased to reflect the aggregate percentage rate of taxes imposed on the Company's gas 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.
- ii. The rates and charges under all service classifications shall also be subject to an additional percent increase to recover the tax expense imposed by the temporary revenue tax surcharge, pursuant to Section 188 of the New York State Tax Law. Recovery of this surcharge is in accordance with the New York Public Service Commission's Order issued July 5, 1990 in Case 27611, and Order issued May 15, 1992 in Case 92-M-366.
- iii. The total of all rates and charges will be divided by a factor determined as the quantity one minus the quantity of (the applicable tax rate divided by 100).
- iv. The applicable surcharge factor shall be set forth on statements filed with the Public Service 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 will file a new statement. Every such statement shall be filed not less than fifteen 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

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 39
Revision: 0
Superseding Revision:

12. Meter Reading. Billing, Collection and Estimated Bills (Cont'd.):

the statement; and shall be canceled not more than five business days after the tax enactment either ceases to be effective or is modified so as to reduce the tax rate. Such statements will be duly filed with the Public Service Commission, apart from this rate schedule, and will be available to the public at Company offices at which applications for service may be made.

M. Interest on Customer Overpayments:

- i. The Company shall provide interest on customer overpayments in accordance with 16 NYCRR 277.
- ii. The rate of interest on customer overpayments shall be the greater of the unadjusted interest rate specified by the Commission on consumer deposits 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.
- iii. The Company shall be required to pay interest on any customer refunds, except where customer overpayments are refunded within 30 days after such overpayment is received by the Company.

N. Quarterly Payment Plan:

- i. As required by Public Service Law Section 38, the Company shall offer any residential customer, 62 years of age or older, a plan for payment on a quarterly basis of charges for service rendered, provided that such customer's average annual billing is not more than \$150.
- ii. The average annual billing will be determined by the last 12 months of charges for service, or, if the billing information is not available, the charges will be estimated.

O. Contents of Bills:

Customer bills shall state the charges for service(s) performed, materials furnished or other charges made by the Company and will be itemized on the applicable bill form unless by reason of size limitation itemization is not possible. In those cases, totals will be utilized and a separate listing of charges making up such totals will be sent with this bill. Bills shall contain information required under 16 NYCRR 13.11.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 40
Revision: 0
Superseding Revision:

13. Discontinuance of Service - Residential Customers:

A. Notice of Discontinuance - Time:

- i. The Company may discontinue the supply of gas for non-payment of bills rendered for service or for failure to post a lawfully required deposit at least 15 days after written notice has been served personally upon the customer or mailed to the customer. This notice may not be issued until at least 20 days have elapsed from the date payment was due.
- ii. If the person supplied 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.

B. Notice of Discontinuance - Format:

Every notice indicating discontinuance of service will:

- i. Clearly indicate in non technical language:
 - a. The reason for service discontinuance;
 - b. 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 may be posted by the customer, or both;
 - c. 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;
 - d. 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; and
 - e. The earliest date on which discontinuance may be attempted.
- ii. Have printed on the fact thereof:

"THIS IS A FINAL TERMINATION NOTICE. PLEASE BRING THIS NOTICE
TO THE ATTENTION OF THE COMPANY WHEN PAYING THIS BILL."
- iii. Include a summary to residential customers as prepared or approved by the Public Service Commission stating the protections available to them together with a notice that any customer eligible for such protections should contact the Company.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 41
Revision: 0
Superseding Revision:

13. Discontinuance of Service - Residential Customers (Cont'd.)

C. Verification of Delinquent Account Prior to Discontinuance:

The Company will not discontinue service for non-payment 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.

D. Rapid Posting of Payments in Response to Notices of Discontinuance:

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 will not occur.

E. Deferred Payment Agreement - Residential:

Generally, the Company will offer any eligible residential customer or applicant a deferred payment agreement with specific terms as required by 16 NYCRR 11.10 which sets forth in detail the procedures summarized here. The agreement will be made in duplicate on the form set forth in Rule 29.E of this tariff

i. Eligibility:

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 Public Service Commission determines that the customer or applicant has the resources to pay the bill.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 42
Revision: 0
Superseding Revision:

13. Discontinuance of Service - Residential Customers (Cont'd.)

ii. Written Offers:

A specific written offer will 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 an agreement that was for a shorter period than the standard agreement.

iii. Negotiating Agreements:

Before making a written offer, the Company will make a reasonable effort to contact eligible customers or applicants in order to negotiate agreement terms that are fair and equitable considering the customer's financial circumstances. The Company may, at its discretion, require the customer to complete a form showing his or her assets, income and expenses and provide reasonable substantiation of such information, and if it does so, shall treat all such information confidentially. The Company also may postpone a scheduled termination for up to 10 days for the purpose of negotiating an agreement.

iv. The Standard Agreement:

If the Company and the customer or applicant are unable to agree upon specific terms, the Company will offer an agreement with the following terms:

- a. A down payment up to 15 percent of the amount covered by the payment agreement or the cost of one-half of one month's average use, whichever is greater, or if the amount covered by the agreement is less than one-half of one month's average usage, 50 percent of such amount; and
- b. Monthly installments up to the cost of one-half of one month's average use or one-tenth of the balance, whichever is greater.

v. Entering the Agreement:

The 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 will terminate service.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 43
Revision: 0
Superseding Revision:

-

13. Discontinuance of Service - Residential Customers (Cont'd.)

vi. Renegotiating Agreements:

If a customer or applicant demonstrates that his or her financial circumstances have changed significantly because of financial circumstances beyond his or her control, the Company will amend the terms of the agreement to reflect such changes.

vii. Broken Agreements:

If a customer fails to make timely payment of installments in accordance with a payment agreement, the Company will send a reminder notice before sending a final 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 Company will demand full payment and send a final notice of termination in accordance with 16NYCRR 11.4 and 11.10 and Rule 13 of this tariff.

F. Days and Time When Discontinuance of Service is Not Permitted:

- i. The Company shall not discontinue service to any person for non-payment 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.
- ii. The Company shall not discontinue service to any residential customer for non-payment 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.

G. Voluntary Third Party Notice Prior to Discontinuance of Service:

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 consumer, provided that such third party indicates in writing his or her willingness to receive such notices.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 44
Revision: 0
Superseding Revision:

13. Discontinuance of Service - Residential Customers (Cont'd.)

H. No Additional Notice Required When Payment by Check is Subsequently Dishonored:

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

I. Discontinuance of Service to Entire Multiple Dwellings:

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 there under are mailed in a postpaid wrapper there shall be no discontinuance of service until at least 18 days after the mailing of such notices.

J. Discontinuance of Service to Two-Family Dwellings:

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.

K. Discontinuance During Cold Weather:

During the cold weather period beginning November 1 of each year and ending April 15 of the following year, the written notices required in Subsections A, F and G shall be provided not less than 30 days before the intended termination.

L. Disconnection During Emergencies:

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

M. Termination of Residential Service - Special Procedures:

- i. Special emergency procedures, required by 16 NYCRR Part 11 provide special protections for specified residential customers regarding the termination and restoration of service in cases involving medical emergencies, the elderly, blind or disabled, and terminations during cold weather.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 45
Revision: 0
Superseding Revision:

13. Discontinuance of Service - Residential Customers (Cont'd.)

- ii. 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.

14. Complaint Procedures - Residential:

- A. Any complaint filed with the Company regarding disputed bills for gas service, surcharge or any deposit required will be promptly investigated in accordance with the procedures and form of notice required by the Public Service Commission rules contained in 16 NYCRR 11.20 and 275.
- B. The Company may not discontinue service regarding a disputed bill or deposit until it has complied with said Commission rules.
- C. Copies of the Company's complaint handling procedures and form of notice are on file with the Commission and are available to the public on request at the Company's office.

15. Reconnection of Service - Residential:

- A. Where a customer's service is discontinued for non-payment of bills, the Company reserves the right to refuse to furnish service to residential customers at the same or any other location until:
 - i. The Company receives the full amount of arrears for which service was terminated; or
 - 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; or
 - iii. Upon the direction of the Commission or its designee; or
 - 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.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 46
Revision: 0
Superseding Revision:

15. Reconnection of Service - Residential (Cont'd.)

- B. The Company shall reconnect service, unless prevented by circumstances beyond its control or where a customer requests otherwise, to any disconnected residential customer not more than 24 hours after the above conditions have been satisfied. Whenever circumstances beyond the Company's control prevent reconnecting of service within 24 hours, service shall be reconnected within 24 hours after those circumstances cease to exist.

C. Charge for Reconnection of Service:

When service has been cutoff by the Company for nonpayment of bills rendered for service, the Company will further charge the customer an additional Twenty (\$20) fee for reconnecting the service during normal working hours and a Twenty-five (\$25) fee for reconnecting service during evenings and weekend hours, in advance of service reconnection to cover the cost of reconnection.

16. Discontinuance of Service - Non-Residential:

A. Conditions for Termination:

- i. Except as provided by paragraph ii of this rule and Rule 16.H, the Company will only terminate service to a customer if it provides advance final notice of the termination and fulfills all other requirements of this rule when the customer:
 - a. Fails to pay any tariff charge due on the customer's account for which a written bill itemizing the charge, in conformance with 16 NYCRR 13.11 regarding contents of bill, has been sent, except for charges that reflect service used more than six years prior to the time the bill first containing these charges was rendered, which charges must be pursued by other methods of collection;
 - b. Fails to pay amounts due under a deferred payment agreement;
 - c. Fails to pay a security deposit in accordance with Rule 3.B;
 - d. Fails to provide reasonable access to the premises for necessary or proper purposes in connection with rendering of service, including meter installation, reading or testing, or the maintenance, or removal, or securing, of the Company's property, so long as the requirements of Rule 12.F have been met, and the customer has not advised the Company that the customer does not and who does have control over access; or
 - e. Fails to comply with a provision of the Company's tariff which permits the Company to refuse to supply or to terminate service.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 47
Revision: 0
Superseding Revision:

16. Discontinuance of Service - Non-Residential (Cont'd.):

- ii. The Company may terminate service to a customer without providing advance notice of the termination and without fulfilling the other requirements of this rule when it finds service being supplied through tampered equipment provided that the Company:
 - a. 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;
 - b. Has rendered a written unmetered service bill in accordance with 16 NYCRR 13.11(e);
 - c. Has made reasonable efforts to provide to a person in charge of the premises;
 - 1) The written unmetered service bill; and
 - 2) Oral notice of the conditions, if any, under which the utility will continue service, which may include the payment by cash, certified check, or money order within two hours, of some portion of the bill up to, but not exceeding, 50 percent; and
 - d. Has not received the required payment.

B. Final Notice of Termination:

- i. A final notice of termination shall state:
 - a. The reason(s) for termination, including the total amount required to be paid, if any, and the manner in which termination may be avoided;
 - b. The earliest date on which termination may occur;
 - c. The address and phone number of the office of the Company that the customer may contact in reference to customer's account;
 - d. That the Company procedures are available for considering customer complaints prior to discontinuance;
 - e. That Commission procedures are available for considering customer complaints when a customer is not satisfied with the Company's handling of the complaint, including the address and phone number of the appropriate Commission office;
 - f. That it is a termination notice which should be brought to the attention of the Company when the bill is paid;
 - g. That payment of the charges with a check that is subsequently dishonored may result in immediate termination of service without further notice, if applicable; and
 - h. 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 24 months, paid with a check that was dishonored.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 48
Revision: 0
Superseding Revision:

16. Discontinuance of Service - Non-Residential (Cont'd.):

- ii. A final notice of termination may contain any additional information not inconsistent with this rule.
- iii. A final notice of termination may not be issued or sent unless at least 20 calendar days have elapsed from the date payment was due, or the date given in a written notice to cure a tariff violation, or, as provided in Rule 12.F.(iii)(c), 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 in the following circumstances:
 - a. 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 16 NYCRR 13.1(e) has been rendered;
 - b. When the charge that the customer has failed to pay is the installment amount due in accordance with a deferred payment agreement; or
 - c. When the Company has accepted a written waiver of the customer's right not to be sent a termination notice in accordance with the provisions of Rule 3.B iv.b.
- iv. 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 as provided in 16 NYCRR 12.3. Nothing in this rule bars the Company from sending such notice for non-payment of undisputed charges or for reasons not at issue in the complaints.

C. Physical Termination of Service:

- i. The Company shall not terminate service for the reasons set forth in paragraph A.i. of this rule:
 - a. For five calendar days after a final notice of termination has been personally served upon the customer; or
 - b. For eight 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.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 49
Revision: 0
Superseding Revision:

16. Discontinuance of Service - Non-Residential (Cont'd.):

- ii. The Company shall not terminate service under this rule on:
 - a. A Saturday or Sunday;
 - b. A Public Holiday as defined in the General Construction Law;
 - c. A day on which the business offices of the Company are closed for business; or
 - d. A day on which the Public Service Commission is closed.
- iii. 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 paragraph (2) of this rule, 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.
- iv. The Company shall not terminate service unless it shall have 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, or shall have complied with procedures established pursuant to (D)(ii) of this rule.
- v. Consistent with this rule, the Company shall strive to physically terminate service whenever a final notice of termination is sent.
- vi. The Company shall not terminate service more than 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 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 required in (B) of this rule.
- vii. The Company shall not terminate service while a complaint is pending before the Company or the Commission and for eight 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 as provided in 16 NYCRR 12.3. Nothing in this rule bars the Company from Termination for non-payment of undisputed charges or for reasons not at issue in the complaint.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 50
Revision: 0
Superseding Revision:

16. Discontinuance of Service - Non-Residential (Cont'd.):

D. Rapid Posting of Payments:

The Company shall establish written procedures to 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:

- i. Are posted to the customer's account on the day payment is received; or
- ii. Are processed in some manner so that termination will not occur.

E. Deferred Payment Agreement - Non-residential Customers:

- i. Company's Obligations:
 - a. The Company shall provide a written notice offering a deferred payment agreement to an eligible non-residential customer at the following times:
 - 1) Not less than five 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 calendar days, if mailed, provided the customer has been a customer for at least six months and the arrears on which the outstanding termination notice is based exceeds two months average billing; and
 - 2) When it renders a back bill, which exceeds the cost of twice the customer's average monthly usage or \$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 billing was incorrect.
 - b. If the Company and a customer agree to terms of a deferred payment agreement in a telephone conversation, the Company shall send the customer two fully completed copies of the agreement, signed by the Company, for the customer to sign and return.
- ii. Eligibility:
 - a. Any non-residential customer is eligible for a deferred payment agreement except the following:
 - 1) A customer who owes any amounts under a prior deferred payment agreement;
 - 2) A customer who failed to make timely payments under a prior deferred payment agreement in effect during the previous 12 months;

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 51
Revision: 0
Superseding Revision:

16. Discontinuance of Service - Non-Residential (Cont'd.):

- 3) A customer that is a publicly held Company, or a subsidiary thereof;
- 4) A seasonal, short-term or temporary customer;
- 5) A customer who during the previous 12 months had a combined total consumption for all its accounts with the Company in excess of 4,000 therms; and
- 6) 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.

- b. 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 this rule intended to protect, when an agreement is necessary for a fair and equitable resolution of an individual complaint.

iii. Contents of Offer:

- a. Every offer of a deferred payment agreement shall inform the customer of the availability of a deferred payment agreement 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.
- b. An offer pursuant to i.a.i) of this rule 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 is not entered into until after a field visit to physically terminate service has been made.

iv. Terms of Agreement:

- a. A deferred payment agreement shall obligate the customer to make timely payments of all current charges.
- b. A deferred payment agreement offered pursuant to i.a. 1) of this rule may require the customer:
 - 1) 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

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 52
Revision: 0
Superseding Revision:

16. Discontinuance of Service - Non-Residential (Cont'd.):

- 2) In the event 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
 - 3) 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
 - 4) To pay late payment charges during the period of the agreement; and
 - 5) To pay a security deposit in three installments, 50 percent down and two monthly payments of the balance, if previously requested in accordance with Rule 3.B.
- c. A deferred payment agreement offered pursuant to i.a. 1) of this rule, may require the customer 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.
- d. A deferred payment agreement 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.
- v. Broken Agreements:
- a. The first time a customer fails to make timely payment in accordance with a deferred payment agreement, the Company shall give the customer a reasonable opportunity to keep the agreement in force by paying any amounts due under the agreement.
 - b. Except as provided in (a) above, if a customer fails to comply with the terms of a deferred payment agreement, the Company may demand full payment of the total outstanding charges and send a final termination notice in accordance with Rule 16.B.iii.b.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 53
Revision: 0
Superseding Revision:

16. Discontinuance of Service - Non-Residential (Cont'd.):

F. Payment at the Time of Termination:

- i. 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 of the Commission with regard to the charges demanded, the Company's field representative shall make a reasonable effort to verify this information with the Company office representative and shall not terminate service for non-payment of any verified disputed amount.
- ii. If a customer offers payment of the full amount that forms the basis for a schedule termination at the time of termination, the Company representative shall accept such payment and not terminate service.
- iii. If an eligible customer signs a deferred payment agreement in accordance with Rule 16.E 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, 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.
- iv. If a customer has, within the last 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 under paragraphs ii or iii of this rule.
- v. 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.

G. Dishonored Checks:

Receipt of a subsequently dishonored negotiable instrument in response to a notice of termination or tendered to the 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.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 54
Revision: 0
Superseding Revision:

16. Discontinuance of Service - Non-Residential (Cont'd.):

H. Applicability:

- i. Nothing in this rule shall affect the Company's right to suspend, curtail or disconnect service:
 - a. When there is no customer and service is being provided through tampered equipment.
 - b. When there is no customer and the Company can show that the user will require service for a period of less than one 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;
 - c. When there is no customer and the Company has provided advance written notice to the occupant stating its intent to disconnect service unless the responsible party applies for service and is accepted as a customer, and advising the occupant of the location of the nearest Company business office where application can be made, either by posting 48 hours or by mailing at least five and no more than 30 calendar days before disconnection; or
 - d. As permitted under Rule 16.1.
- ii. Nothing in this rule shall affect the Company's obligation to comply with the additional requirements set forth in 16 NYCRR 11.7 and 11.8 relating to termination of service to entire multiple dwellings and two-family homes.

I. Disconnection of Non-Residential Customers Without Notice:

i. Emergency Disconnections:

The Company may only suspend, curtail or disconnect service to a building, unit or piece of equipment, without the notice required under Rule 16 when:

- a. An emergency may threaten the health or safety of a person, a surrounding area, or the Company's transportation or distribution system;
- b. There is a need to make permanent or temporary repairs, changes or improvements in any part of the system;
- c. There is a governmental order or directive requiring the Company to do so.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 55
Revision: 0
Superseding Revision:

16. Discontinuance of Service - Non-Residential (Cont'd.):

ii. Notice:

The Company shall, to the extent reasonably feasible under the circumstances, provide advance notice to those whose service will be interrupted for any of the above reasons.

iii. Restoration of Service:

The Company shall act promptly to restore service as soon as possible after disconnection under this rule; 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 pursuant to this rule or Rule 16.

17. Reconnection of Service - Non-Residential:

A. Obligation to Reconnect:

- i. The Company shall reconnect service that has been terminated solely for non-payment of bills for any tariff charge or a security deposit within 24 hours of the customer's request for reconnection, receipt by the Company of the lawful reconnection charge, any other charges, fees or penalties due, legal fees, court costs, and disbursements, if applicable, and either:
 - a. 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
 - b. The signing of a deferred payment agreement in accordance with Rule 16.E for the amounts set forth in subparagraph (a) of this paragraph, and the receipt of a down payment, if required under the agreement.
- ii. The Company shall reconnect service that has been terminated solely for failure to provide access within 24 hours of the customer's request for reconnection, provided the customer has allowed access and has made a reasonable arrangement for future access.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 56
Revision: 0
Superseding Revision:

17. Reconnection of Service - Non-Residential (Cont'd.):

- iii. The Company shall reconnect service that has been terminated solely for a violation of the tariff within 24 hours of a customer's request for reconnection and, at the option of the Company, either 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 business days of the customer's request or such later time as may be specified by the customer.
- iv. The Company shall reconnect service that has been terminated for two 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 paragraph (i), (ii) or (iii) or this rule.
- v. The Company shall reconnect service that has been terminated within 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 established pursuant to 16 NYCRR 12.3, or has entered into a deferred payment agreement in accordance with Rule 16.E for such amount and has paid the required down payment.

B. Inability to Reconnect:

Whenever circumstances beyond the Company's control, as set forth in Rule 2E, prevent reconnection of service within 24 hours of any of the events specified in paragraphs A.i-v of this rule, service shall be reconnected within 24 hours after those circumstances cease to exist.

C. Charge for Reconnection of Service:

When service has been cutoff by the Company for nonpayment of bills rendered for service, the Company will further charge the customer an additional Twenty (\$20) fee for reconnecting the service during normal working hours and a Twenty-five (\$25) fee for reconnecting service during evenings and weekend hours, in advance of service reconnection to cover the cost of reconnection.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 57
Revision: 0
Superseding Revision:

18. Complaint Handling Procedures - Non-Residential:

A. Complaints to the Company:

- i. Complaints to the Company shall be promptly acknowledged, fairly investigated in a reasonable period of time, and the results of such investigation be promptly reported to the complainant in plain language.
- ii. 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 B.iv. and C.vii. of Rule 16.
- iii. If the report of the investigation is made orally, the Company shall provide the customer with the report in writing upon request.
- iv. 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 address and telephone number.

B. Complaints to the Commission:

- i. 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.
- ii. The complaint of a customer to the Commission shall be handled in accordance with the procedures set forth in 16 NYCRR Part 12.

C. 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's business office.

19. Notice Requirements - Non-Residential Customers:

A. Annual Notice of Rights:

- i. The Company shall, at the time of application for service, and at least annually after service is initiated, provide applicants and customers with a brochure containing a detailed summary of their rights and obligations under 16 NYCRR Part 13, a notice describing the commonly used non-residential service classifications and their rates, an offer of written guidelines regarding eligibility requirements for the Company's service classifications, notice that the

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 58
Revision: 0
Superseding Revision:

19. Notice Requirements - Non-Residential Customers (Cont'd.):

Company's tariff is available for review in the Company's business office, and notice that some non-residential customers may be eligible for protections under 16 NYCRR Part 11.

- ii. The notice required at the time of application for service shall be provided the service application to an applicant from whom a written application is required and by mail within 30 calendar days of the request for service to an applicant from whom a written application is not required.

B. Periodic Notices:

- i. An accounting for the deposit held on an account showing the interest earned during the current year and either the date the deposit was obtained or the length of time that the deposit has been held shall be provided annually to every customer having a deposit with the Company.
- ii. A notice advising the customer of any change made in the customer's service classification and the reason for the change shall be provided to the customer at the time of the change.
- iii. A notice advising a customer whether the Company records show that the customer, or some other party, has control over access to the meter, that the customer has an obligation to tell the Company who controls access, and that, if the Company records that show the customer has access are not corrected, the customer may be subject to future notices and penalties due to the Company's failure to obtain access, shall be provided to every customer at the time a second consecutive estimated bill is rendered.

20. Inspection and Examination of Company Apparatus - Non-residential Customers:

A. Right to Inspect:

A duly authorized officer or agent of the Company may enter, at all reasonable times, any building or other location supplied with service by the Company for the inspection and examination of meters, pipes, fittings, and works for supplying or regulating the supply of gas and of ascertaining the quantity of gas supplied, provided such agent exhibits a photo-identification badge and written authority as provided in Section 65(9) of the Public Service Law.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 59
Revision: 0
Superseding Revision:

20. Inspection and Examination of Company Apparatus - Non-Residential (Cont'd.):

B. Duty to Inspect

Except to the extent prevented by circumstances beyond its control, the Company shall conduct a field inspection as soon as reasonably possible and within 60 calendar days of the following:

- i. A request contained in a service application pursuant to 16 NYCRR 13.2(b)(6);
- ii. A reasonable customer request;
- iii. The issuance of a field inspection order in accordance with an automatic Company bill review program;
- iv. Notification from any reasonable source that service may not be correctly metered; or
- v. A directive by the Commission or its authorized designee.

C. Penalty:

A customer who, at any time, directly or indirectly prevents or hinders a duly authorized officer or agent of the Company from entering the building or location, or from making an inspection or examination, at any reasonable time, may be billed a \$100 penalty charge for each such offense as provided in Section 65(9)(b) of the Public Service Law.

D. Other Rights:

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

21. Resale, Remetering or Submetering:

Gas service will not be supplied under any Service Classification of this rate schedule for resale, remetering, submetering, redistribution or other redistribution except that any customer may furnish gas for the use of his tenants or for the use of other occupants of his premises provided that the customer shall not resell, make a specific charge for, or remeter or submeter (except as provided below) or measure any of the gas so redistributed or furnished. Landlords of industrial and commercial properties, which do not have residential tenants may file a petition and application to the New York State Public Service Commission requesting permission to submeter gas usage to their tenants.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 60
Revision: 0
Superseding Revision:

Such petition and application must address the following four areas of major concern regarding the request to submeter: (1) safety (2) rate impact for the ultimate consumer (3) non-rate consumer protection issues, and (4) service provider and utility matters. The petition and application must also provide that the conditions proffered will be reiterated in leases with the submetered tenants. Copies of such petition and application must be served on the Company and the petitioner's tenants.

22. Temporary Service:

- A. Temporary service shall be considered to be service to a non-permanent structure and/or personal property, or service to a building and/or structure which is non-permanent in that it may be readily removed or relocated.

Where service is to be used for temporary purposes only, the applicant will be required to pay to the Company all costs of the equipment used and of the connection and removal thereof. At the expiration of the service period, the customer will be credited with the salvage value of the material and equipment removed by the Company. In such cases, an advance payment sufficient to cover all costs may be required.

The customer shall not be relieved from his obligation to fulfill the term and minimum charge provision of his agreement for service.

- B. Gas fired emergency electric generators (EEG) may be installed during periods of temporary gas usage restriction subject to the following conditions.
- i. Only sufficient emergency electric generating capacity shall be installed to provide the minimum needs for safety and health.
 - ii. The customer shall pay all costs associated with the installation including, if necessary, all costs for system reinforcement, mains and service laterals.
 - iii. Where the Company has sales restrictions, the EEG customer will be penalized for excessive usage. Excessive usage will occur when the customer exceeds his existing annual limitation for other uses plus an annual EEG allotment allowing one-half hour testing each week and estimated use during verifiable power outages. Usage over this new annual limitation will be billed, where appropriate, at the maximum tariff penalty for unauthorized use.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 61
Revision: 0
Superseding Revision:

23. Adjustment of Rates in Accordance with Changes in the Cost of Purchased Gas:

The rates for gas service under Service Classification No. 1 and all sales service under Service Classification No. 3 shall be subject each month to the addition of a Cost of Purchased Gas to be applied to each unit of gas consumed by the customer.

A. Cost of Purchased Gas:

The Cost of Purchased Gas shall be the sum of the average cost of gas as defined in 23.B. below adjusted for supplier refunds received and, where applicable, minus the Price Stability Factor as defined in 23.C. below.

B. Average Cost of Gas:

The Average Cost of Gas shall be computed at least once each year for the twelve months ending August 31, by applying the rates and charges of the Company's suppliers to the quantities taken from each supplier for sale to the Company's own customers, and dividing such cost of gas by the quantities purchased for sale to customers during such twelve months. When there is a change in rates and charges of any supplier, the average cost of gas shall be re-computed. If the computation results in an increase or decrease of greater than 5%, then a revised Statement of Purchased Gas Cost (as discussed below) shall become effective.

i. Factor of Adjustment:

The average cost of gas as computed above shall be increased by 2% to reflect lost and unaccounted for gas. The factor of adjustment shall remain effective until changed by order of the Public Service Commission pursuant to a petition or in the Company's next rate proceeding.

C. Price Stability Factor:

- i. For all bills rendered prior to October 1, 1999, and whose Service Classification permits this adjustment, a Price Stability Factor adjustment shall be made in deriving the Cost of Purchased Gas (CPG) by subtracting the Price Stability Factor from the Average Cost of Gas.
- ii. The Price Stability Factor, which shall be applied to each qualifying monthly bill, shall be calculated as follows:
 - a. For each month in which the Average Cost of Gas is between \$2.10 and \$2.70 per Mcf, the Price Stability Factor shall be the Average Cost of Gas minus \$2.40.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 62
Revision: 0
Superseding Revision:

23. Adjustment of Rates in Accordance with Changes in the Cost of Purchased Gas Cont'd.):

- b. For each month in which the Average Cost of Gas is greater than \$2.70 per Mcf, the Price Stability Factor shall be \$0.30 per Mcf, or \$0.03 per ccf, whichever the tariff so indicates. That is, the Cost of Purchased Gas shall be reduced by \$0.30 per Mcf.
- c. For each month in which the Average Cost of Gas is less than \$2.10 per Mcf, the Price Stability Factor shall be minus \$0.30 per Mcf, or minus \$0.03 per ccf, whichever the tariff so indicates.
- d. The Price Stability Factor shall be shown on the Statement of Purchased Gas Cost described below.

D. Statement of Purchased Gas Cost:

The per unit Cost of Purchased Gas (CPG), computed as herein provided, will be applied to the total measured quantities included in bills for which meters are read on and after the effective date of the CPG and shall continue in effect until changed. Not less than three (3) days prior to any change in the cost of purchased gas resulting from this provision, a statement will be prepared showing the present average cost of purchased gas, the date at which and the period for which the average was determined, and the resulting CPG rate per ccf or Mcf, whichever is applicable, any adjustment to the rate resulting from gas supplier refunds and/or the price stability adjustment. The Statement of Purchased Gas Cost shall be filed with the Public Service Commission. The Statement will be available for public inspection with the Company's tariff schedule at the Company office at which application for service may be made

E. Supplier Refund Provision:

In the event the Company receives refunds from one or more of its suppliers, the total amount of refund including interest, except for any portion of the refund amounts due the Company as a result of the Price Stability adjustment to rates during the applicable refund period, shall be credited to firm sales customers, as follows:

- i. The refund will be returned to customers through a credit to the cost of purchased gas over a succeeding twelve month period. The rate of refund credit will be computed by dividing the total refund amount, including interest and adjusted to reflect any portion of the refund amounts associated with the price stability adjustment, by corresponding estimated sales for the next

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 63
Revision: 0
Superseding Revision:

23. Adjustment of Rates in Accordance with Changes in the Cost of Purchased Gas (Cont'd):

successive twelve (12) calendar months. All refunds concluded during the twelve months ending August 31 of each year will be reconciled with amounts intended to be refunded during that period with any difference applied to the Annual Surcharge or Refund computation.

- ii. 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 no more than the rate prescribed by the Commission.
- iii. Where exceptional circumstances warrant, the utility may petition the Commission for waiver or modification of the above refund plan.

F. Annual Surcharge or Refund:

A surcharge or refund, in addition to that in 23 .E. above, to recover Cost of Purchased Gas under-collections or refund Cost of Purchased Gas over-collections shall be computed as follows:

- i. By taking the cost of purchased gas adjusted for supplier refunds as recorded on Company books during the determination period, and subtracting therefrom an amount equal to (a) the Cost of Purchased Gas revenues adjusted to eliminate the revenue tax effect and the price stability effect, and (b) either subtracting the previous year's over collection with interest to the extent not refunded, or adding the previous year's under collection with interest to the extent not recovered.
- ii. The amount derived in Paragraph (i) above of this subdivision shall be divided by the quantities of gas sold by the Company to its customers during the determination period, to determine the surcharge or refund rate, which shall be included in the Cost of Purchased Gas.
- iii. Determination Period. The determination period to be used in the computation of the surcharge or refund shall be the twelve (12) months ended August 31, of each year. The initial period shall be the operating period ending August 31, 1997. The surcharge or refund computation shall be filed with the Commission on or before October 15 of the calendar year in which it is to become effective.
- iv. Effective date of the surcharge or refund. The surcharge or refund shall become effective with the first December billing of each year.

PSC No. 2 – Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 11/13/2017
Issued in compliance with Commission Order issued June 18, 2014 in Case 09-M-0311

Leaf No. 64
Revision: 2
Superseding Revision: 1

24. Adjustment of Rates in Accordance with the Public Service Commission General Assessment and the Temporary State Energy and Utility Service Conservation Assessment (Temporary State Assessment):

- A. The rates for gas service under Service Classifications 1 and 2 shall be subject each month to the addition of a Public Service Commission General Assessment surcharge.
- B. The Public Service Commission (PSC) General Assessment surcharge is required to pay the PSC assessment on all gas utilities, which is total annual revenues minus \$500,000 multiplied by a percentage determined by the PSC.
- C. The Public Service Commission General Assessment surcharge shall be recalculated each fiscal year by the Company, with the revised surcharge becoming effective one month after the end of the fiscal year.
- D. The Public Service Commission General Assessment surcharge will be calculated as follows:
 - i. The Company will forecast total revenue and total gas sales in Mcf for the next fiscal year. Using these forecasts, the surcharge will be calculated using the formula in 24.B.
 - ii. A true-up for the preceding fiscal year period will be calculated by comparing the PSC surcharge collected for that year with the final calculation of the assessment in 24.D.i. Any under recovery will be added to the assessment calculated in to be paid. Any over recovery shall be subtracted from the assessment calculated 24.D.i.
 - iii. The final projected number from adding or subtracting the true-up obtained from 24.D.ii to the assessment calculated in 24.D.i shall be divided by the forecast total gas sales in Mcf From 24.A. The surcharge thus derived shall be calculated to six significant figures on a per Mcf basis.
- E. The rates and charges under Service Classifications Nos. 1 and 2 shall be increased by a surcharge to recover the Temporary State Assessment imposed pursuant to Chapter 59 of the Laws of 2009, Public Service Law Section 18-a(6). The surcharge will be determined according to Commission “Order Implementing State Assessment” issued June 19, 2009 in Case 09-M-0311.
- F. The Public Service Commission General Assessment surcharge and the Temporary State Assessment surcharge will be set forth on the company’s Assessment Surcharge Statement.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.

Initial Effective Date: 9/1/2009

Issued in compliance with Commission Order effective June 19, 2009 in Case 09-M-0311

Leaf No. 65

Revision: 1

Superseding Revision:0

25. Liability:

- A. The Company will endeavor at all times to provide a regular and uninterrupted supply of service, but in case the supply of service shall be interrupted or irregular or defective or fail from causes beyond its control or through ordinary negligence of employees, servants or agents, the Company will not be liable thereof.
- B. Neither of the parties hereto shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. Failure to prevent or settle any strike or strikes shall not be considered to be a matter within the control of the party claiming suspension.

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

- C. The Company should be notified immediately of any gas leak, defective piping or other unsafe conditions.

26. Rate Revisions:

In the event of any change or revisions of this schedule made in regular and legal manner, all consumers previously taking service under this schedule will be billed thereafter in accordance with the revised, superseding or substituting schedules so established. In case said change affects an increase in the charge for service, any such consumer will have the option of discontinuing his service without further liability for the unexpired term.

27. Change in Installation:

The consumer should notify the Company when increasing the connected load, preferably in writing, so that the Company's equipment may be checked for adequacy.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 66
Revision: 0
Superseding Revision:

SERVICE CLASSIFICATION NO. 1
General Sales Service

APPLICABLE TO USE OF SERVICE FOR:

Any use of gas where consumption is less than 500,000 cu. ft. per year and is used at the premises for residential or commercial purposes. Service under this tariff is also applicable to buildings used for religious, community and/or governmental purposes.

CHARACTER OF SERVICE:

Continuous natural gas sales service with a nominal Btu content of 1,000 per cubic foot.

RATE:

Base Rates: (Per Month)

First	400 cu. ft. or less	\$7.10
Next	4600 cu. ft. per ccf	\$0.54
All Over	5000 cu. Ft. per ccf	\$0.49

Purchased Gas Cost:

The charges set forth herein shall be subject to a Purchased Gas Cost charge per 100 cubic feet of gas supplied hereunder as explained in General Information Section 23, including the provisions of General Information Section 23.C, Price Stability Factor.

Public Service Commission Surcharge:

The charges set forth herein shall be subject to a Public Service Commission Surcharge per 100 cubic feet of gas supplied hereunder as explained in General Information Section 24.

Increase in Rates and Charges:

The rates and charges under this Service Classification, including Gas Adjustment and minimum charge, will be increased by a tax factor pursuant to Rule 12.L.

MINIMUM CHARGE:

The minimum charge per month will be \$7.10 plus applicable purchased gas cost adjustment, PSC surcharge and tax factor.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 67
Revision: 0
Superseding Revision:

TERMS OF PAYMENT:

All bills are due and payable. Full payment must be received on or before the date shown on the bill to avoid a late payment charge of one and one-half percent (1 1/2%) pursuant to Rule 12J.

TERM:

Customers served under this tariff may terminate with five days notice to the Company. Service is terminable by the Company in the manner prescribed by law and the rules herein set forth.

SPECIAL PROVISIONS:

- A. Service is contingent upon complying with all provisions of the General Information Section.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 68
Revision: 0
Superseding Revision:

SERVICE CLASSIFICATION NO. 2
Transportation Service

APPLICABLE TO USE OF SERVICE FOR:

- A. Any customer desiring firm transportation service where consumption is under a single account and who enters into a Transportation Service Agreement with the Company.
- B. Service under this tariff is contingent upon the availability of the Company's pipeline capacity, and only to the extent that service to existing SC-1 and firm SC-3 customers is neither jeopardized nor impaired.
- C. Customers may supplement transportation service of their gas under this tariff by designating a portion of their load for firm sales service under the terms of SC-1 or firm or interruptible sales service under the terms of SC-3, whichever is applicable, and where such designation is acceptable to the Company.

CHARACTER OF SERVICE:

- A. This Service Classification provides for firm transportation of customer-owned gas. Customer-owned gas to be transported by the Company must be of pipeline quality, having a minimum Btu value of 1,000 per cubic foot on a dry basis and must satisfy the Public Service Commission's rules and regulations regarding chemical composition and concentrations and odorization. Delivery of customer-owned gas must be at a pressure approved by the Company. Transportation will be from the delivery point(s) within the Company's service territory to which the Transportation Service Agreement applies to the facilities at the customer's service point.
- B. Customer may purchase supplemental gas from the Company's system gas supplies to the extent that the customer designates a portion of load as firm or interruptible sales from the Company, and where such designation has been accepted by the Company. The supplemental supply shall be supplied under the terms and conditions of SC-1 or SC-3, whichever is applicable. The Company has no obligation to secure gas supplies on behalf of the customer, and the customer only will be permitted to draw upon the Company's system supply under terms of the Transportation Service Agreement and only to the extent that firm sales service to customers under other service classifications will not be jeopardized or impaired or financially disadvantaged.
- C. The customer's ability to initiate or resume firm sales service upon termination of the Transportation Service Agreement will be subject to the availability of sufficient system capacity and supplies.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 69
Revision: 0
Superseding Revision:

RATE:

Base Rates: (Per Month)

Administration Fee	customers transporting 500 Mcf or less annually	\$ 45.75
Administration Fee	customers transporting in excess of 500 Mcf annually	\$145.75
First	100 Mcf per Mcf	\$ 3.98
Next	500 Mcf per Mcf	\$ 1.30
All Over	600 Mcf per Mcf	\$ 0.40

Imposition of the Administration Fee will be based on projected annual usage as determined by the Company and reviewed annually. The fee will remain fixed for the twelve (12) month period.

Transportation Adjustments:

The base rates apply, plus, where applicable, any transition costs. Transition costs will be recovered pursuant to the Public Service Commission's ruling in Opinion No. 94-26, an order issued December 20, 1994 in Case 93-G-0932, and as such ruling may be amended from time to time by the Commission. Transportation volume will be adjusted to account for a 2% system loss and unaccounted for gas.

Public Service Commission Surcharge:

The charges set forth herein shall be subject to a Public Service Commission Surcharge per 100 cubic feet of gas supplied hereunder as explained in General Information Section 24.

Increase in Rates and Charges:

The rates and charges under this Service Classification, including Gas Adjustment and minimum charge, will be increased by the cost of mandated State programs and by a tax factor pursuant to Rule 12.L.

Billing Quantity:

The amount of gas to be billed each month under this Service Classification by the Company to the customer will be the amount of gas delivered to the Company for the customer's account. Any surplus balance and/or deficiency balance will be billed according to terms in the Transportation Service Agreement. Additional billing will be made for any amount specified for sales service under SC- 1 or SC-3.

Balancing Requirements and Charges:

Balancing requirements and charges and imbalance penalties will be specified in the Transportation Service Agreement.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008
MINIMUM CHARGE:

Leaf No. 70
Revision: 0
Superseding Revision:

All customers will be subject to a minimum monthly charge of either \$45.75 or \$145.75, depending on the amount of the customer's annual throughput, plus all applicable taxes and surcharges.

TERMS OF PAYMENT:

All bills are due and payable. Full payment must be received on or before the date shown on the bill to avoid a late payment charge of one and one-half percent (1 1/2%) pursuant to Rule 12.J.

TERM OF TRANSPORTATION SERVICE AGREEMENT:

The Transportation Service Agreement shall have an initial term of one year and successive one-year terms thereafter or any other period agreed to by the Company. Either the customer or the Company may terminate the Transportation Service Agreement upon written notice thereof to the other more than thirty (30) days prior to the end of any term. The Company may also terminate a Transportation Service Agreement at an earlier date as and if provided by law and/or the provisions of this tariff

TRANSPORTATION SERVICE AGREEMENT:

- A. The Company and the customer shall execute a Transportation Service Agreement in advance of the initiation of transportation service under this Service Classification. The Transportation Service Agreement shall contain and specify all terms and conditions necessary for the Company to provide service to the customer, including, but not limited to:
- i. The term of service, if different than stated herein, including provisions for extension and termination of service.
 - ii. The exact character of service, including gas volumes, delivery pressures, date service is to commence, and the period for which service is to be rendered.
- Plus, the following as may be required by the Company either as part of the Agreement or made available to them.
- iii. The specific receipt point(s) and delivery point.
 - iv. All incremental facilities required to provide service and any necessary financial arrangements regarding responsibility and recovery of such investment costs.
 - v. A listing of base rate charges to be paid for services rendered, including the transportation costs stated in this Service Classification.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 71
Revision: 0
Superseding Revision:

SC-2: Transportation Service Agreement (Cont'd.):

- vi. Provisions under which Buyback of capacity and gas supply may occur.
 - vii. Gas nomination procedures required by the Company.
 - viii. Treatment of balancing requirements and charges, imbalance penalties and allowance for losses.
 - ix. The customer must pay for overruns, underruns and any special costs required to provide service under this Service Classification. The Transportation Service Agreement shall detail how these costs shall be handled.
- B. Terms and conditions of service included in this Service Classification required for service hereunder will be established in a manner which does not unduly discriminate between similarly situated customers.

GENERAL GUIDELINES FOR SERVICE:

For service to be rendered under this Service Classification, the Company will generally be guided by, on a case-by-case basis, the following considerations for purposes of describing the specific terms and conditions of service applicable to each customer served hereunder, as stated in each Transportation Service Agreement.

- A. The character of service, including the daily, seasonal and annual gas volumes and pressures to be utilized by the customer, term of service and commencement date of service.
- B. The nature and level of incremental facilities required to provide service and the recovery of cost for such facilities required over the term of the Transportation Service Agreement.
- C. The potential impact of the service on the Company's ability to move gas volumes on its gas pipeline system, including its effect on the Company's gas supply management, system gas supply costs and gas dispatch activities.
- D. The specific nature, level, benefits and costs of Buyback available to the Company from the customer.
- E. Other circumstances such as non-cost considerations, value of service or other public interest considerations.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008
NOMINATION PROCEDURE:

Leaf No. 72
Revision: 0
Superseding Revision:

On each "day" during the term of this Agreement, the customer shall advise the Company of the quantity of gas, if any, it desires to transport. Each party will so advise the other (prior to 8:00 a.m., if possible) in time to allow Company dispatchers to make the necessary arrangements with the gas dispatchers of the pipelines to effectuate deliveries. Insofar as possible, Company agrees to work with customer to permit a weekly or longer duration schedule of deliveries by Company to customer to be implemented.

The term "day" will mean the period of 24 consecutive hours beginning and ending at 8:00 a.m.

SPECIAL PROVISIONS:

- A. Customers taking service under this tariff must bear all costs associated with metering changes and associated facilities necessary to accommodate transportation service.
- B. SC-2 customers are not entitled to participate in Rider 23.E, Price Stabilization.
- C. Customers served under this tariff are responsible for transportation-related costs including, but not limited to, line losses, imbalances and other costs associated with delivery. Customers shall be responsible for the acquisition of any property rights necessary to accommodate the construction and installation of facilities which may be required for the receipt, delivery or metering of natural gas delivered hereunder into Company's pipeline and measurement system. Company shall be reimbursed by customer for any costs incurred in the construction and installation of the required receipt or delivery facilities, including, but not limited to, the costs of labor, materials and customary overheads.
- D. When customer-owned gas is delivered directly into the Company's distribution system, said gas must be odorized, metered and periodically tested for quality. Any expenses incurred by Company for these purposes shall be paid by the customer.
- E. Customers are responsible for ensuring full cooperation with the Company from their gas suppliers so the Company may accurately determine the quantities and quality of customer-owned gas delivered into the Company's distribution system and those quantities of customer-owned gas actually transported to the customer by the Company. The Company has the right to require copies of all transportation agreements and gas purchase contracts as they relate to transportation quantities or quality.
- F. Service rendered hereunder shall be for a single customer at a single location. Agreements are required to govern each location.
- G. The transportation gas must be for the customer's own use at a single location and will not be remetered, submetered, resold, assigned or otherwise disposed of to another or others.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 73
Revision: 0
Superseding Revision:

SC-2: Special Provisions (Cont'd.):

- H. Should the Company ever be in a short-term "Force Majeure" supply shortage with its supplier(s), the Company has the right to purchase customer's owned gas supply. The price to be paid will be the Company's weighted average commodity cost of gas from its supplier(s) for the month.
- I. As between the Company and the customer, the Company shall be deemed to be in control and possession of the gas to be transported hereunder upon receipt of such gas at the receipt point(s) and until the gas has been delivered to the customer. The customer shall be deemed to be in possession and control of the gas prior to such receipt and after such delivery by the Company.
- J. Each customer under this Service Classification warrants that it will, at the time it delivers gas to the Company for transportation, have good and merchantable title to all such gas free and clear of all liens, encumbrances and claims whatsoever. The customer shall indemnify the Company and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising out of the adverse claims of any or all persons to said gas including claims for any royalties, taxes, license fees or charges applicable to such gas or to the delivery of such gas to the Company for transportation. Such indemnification shall include all reasonable attorney fees associated with defending any suits, actions, etc.
- K. Title to the volumes of gas delivered to Company under this Transportation Service Agreement shall pass to Company at the Point or Points of Receipt subject to Company returning equal volumes less the allowance for unaccounted-for gas to customer at the Point(s) of Delivery at which latter Point(s) title to the gas shall become vested in the customer. The customer and Company, for themselves, their successors and assigns, warrant, each to the other, that at the time of receipt and delivery of gas hereunder good title to such gas shall be in the party making delivery, and shall be free and clear of all liens, encumbrances and claims whatsoever.
- L. The Company reserves the right to reject any application for service under this Service Classification where, in the sole discretion of the Company, the provision of service would or might result in a reduction in the Company's ability or rights to receive service, purchase gas or utilize capacity on the transmission system of its pipeline supplier(s), impair or interfere with the Company's operations, or impose costs in excess of those subject to recovery under the terms of this Service Classification.
- M. Deliveries of gas under a Transportation Service Agreement negotiated pursuant to this Service Classification are subject to the terms and conditions of this tariff as they may change from time to time.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 74
Revision: 0
Superseding Revision:

SC-2: Special Provisions (Cont'd.):

- N. Service taken under this Service Classification within one year of the initial effective date of this tariff for those customers transporting in excess of 20,000 Mcf annually are eligible for waiver of costs related to metering and associated facilities.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 75
Revision: 0
Superseding Revision:

SERVICE CLASSIFICATION NO. 3

Negotiated Contracts

APPLICABLE TO USE OF SERVICE FOR:

- A. Any customer who does not qualify for service under Service Classifications No. 1 or No. 2 or, at the discretion of the Company, any customer who has special service requirements and who enters into a Service Contract with the Company for service under this Service Classification.
- B. Service under this Service Classification is contingent upon the availability of Company's pipeline capacity, and only to the extent that service to SC-I, existing SC-2 and existing firm SC-3 customers is neither jeopardized nor impaired.

CHARACTER OF SERVICE:

Firm or interruptible natural gas sales service with a nominal Btu content of 1,000 per cubic foot or firm or interruptible transportation service, as defined in the Service Contract. Service under this rate schedule must be consistent with all requirements of this tariff and the Public Service Commission. The Service Contract will be negotiated on an individual customer basis between the Company and the customer.

RATE:

To be defined in the Service Contract. The charges will not be higher than the rates in Service Classification No. 1, nor lower than incremental cost of gas to the Company plus a reasonable contribution to system costs.

MINIMUM CHARGE:

To be defined in the Service Contract.

TERMS OF PAYMENT:

All bills are due and payable. Full payment must be received on or before the date shown on the bill to avoid a late payment charge of one and one-half percent (1 1/2%) pursuant to Rule 12.J.

TERM:

To be defined in the Service Contract.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 76
Revision: 0
Superseding Revision:

SPECIAL PROVISIONS:

- A. Service is contingent upon complying with all provisions of the General Information Section, this rate schedule and the Service Contract.
- B. Customers taking service under this Service Classification are responsible for any and all costs associated with any special metering and associated facilities and/or transportation-related costs necessary to accommodate such service, unless otherwise specified in the service contract.
- C. SC-3 customers are not entitled to participate in General Information Section 23.E, Price Stabilization.
- D. The Company has no obligation to secure gas supplies on behalf of any customer desiring transportation service under this Service Classification, and such customer will be permitted to draw upon the Company's system supply only to the extent that firm sales service to customers under other service classifications will not be jeopardized or impaired.
- E. Service rendered hereunder shall be for a single customer at a single location. Service Contracts are required to govern each location. Any transportation gas delivered under this Service Classification must be for the customer's own use at a single location and will not be remetered, submetered, resold, assigned or otherwise disposed of to another or others.
- F. The Company reserves the right to reject any application for service under this Service Classification where, in the sole discretion of the Company, the provision of service would or might result in a reduction in the Company's ability or rights to receive service, purchase gas or utilize capacity on the transmission system of its pipeline supplier(s), impair or interfere with the Company's operations, or impose costs in excess of those subject to recovery under the rates of this Service Classification.
- G. Other terms and conditions and special provisions shall be defined in the Service Contract.
- H. For transportation customers, the following also apply:
 - i. As between the Company and the customer, the Company shall be deemed to be in control and possession of the gas to be transported hereunder upon receipt of such gas at the receipt point(s) and until the gas has been delivered to the customer. The customer shall be deemed to be in possession and control of the gas prior to such receipt and after such delivery by the Company.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 77
Revision: 0
Superseding Revision:

SC-3: Special Provisions (Cont'd.):

ii. When customer-owned gas is delivered directly into the Company's distribution system, said gas must be odorized, metered and periodically tested for quality. Any expenses incurred by Company for these purposes shall be paid by the customer.

iii. Customers served under this tariff are responsible for transportation-related costs including, but not limited to, Line losses, imbalances and other costs associated with delivery. Customers shall be responsible for the acquisition of any property rights necessary to accommodate the construction and installation of facilities which may be required for the receipt, delivery or metering of natural gas delivered hereunder into Company's pipeline and measurement system. Company shall be reimbursed by customer for any costs incurred in the construction and installation of the required receipt or delivery facilities, including, but not limited to, the costs of labor, materials and customary overheads.

iv. Should the Company ever be in a short-term "Force Majeure" supply shortage with its supplier(s), the Company has the right to purchase customer's owned gas supply. The price to be paid will be the Company's weighted average commodity cost of gas from its supplier(s) for the month.

v. Each customer under this Service Classification warrants that it will, at the time it delivers gas to the Company for transportation, have good and merchantable title to all such gas free and clear of all liens, encumbrances and claims whatsoever. The customer shall indemnify the Company and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising out of the adverse claims of any or all persons to said gas including claims for any royalties, taxes, license fees or charges applicable to such gas or to the delivery of such gas to the Company for transportation. Such indemnification shall include all reasonable attorney fees associated with defending any suits, actions, etc.

vi. Title to the volumes of gas delivered to Company under this Transportation Service Agreement shall pass to Company at the Point or Points of Receipt subject to Company returning equal volumes less the allowance for unaccounted-for gas to customer at the Point(s) of Delivery at which latter Point(s) title to the gas shall become vested in the customer. The customer and Company, for themselves, their successors and assigns, warrant, each to the other, that at the time of receipt and delivery of gas hereunder good title to such gas shall be in the party making delivery, and shall be free and clear of all liens, encumbrances and claims whatsoever.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 78
Revision: 0
Superseding Revision:

29. SERVICE FORMS

A. Form of Application for Residential Service:

N.E.A. CROSS OF N.Y., INC.

8923 Wattsburg Rd
Erie, PA 16509
1-877-442-7632

Application for Natural Gas Service

Applicant

1. Name: _____

Printed Last, First, Initial(s)

Signed

Date: _____

2. Person Applying: _____

If Different than Line 1

3. Phone(s): (____) _____

Home

(____) _____

Business

4. Social Security Number: _____

Optional

5. Employed By: _____

Optional

Service Location

6. Service Address: _____

Number/Street/Apt. No.

City/Town

State

Zip Code

7. Location: Between _____ and _____

Intersecting Roads

8. Is this a residence or a business? Residence () Business ()

9. If a residence, will this be your primary residence? Yes () No ()

10. Type of structure: Single () Double () Mobile Home () Multiple () Other ()

Issued by: Vincent Cross, President, 8923 Wattsburg Road, Erie, PA 16509

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 79
Revision: 0
Superseding Revision:

11. Number of Units: _____ 12. _____

13. Total Square Footage: _____

14. Intended Gas Usage: Heat () Hot Water () Cooking () Clothes Drying () Other ()

15. Has there ever been gas service to this structure? Yes () No ()

16. If yes, were you the owner at the time? Yes () No ()

17. If this is a new building, date foundation will be completed or mobile home in place:

_____/_____/_____ Note: The foundation must be in before we can accurately measure distances.

Requested Service Dates

18. Requested Service Line Installation Date: ____/____/____

NEA Cross' goal is to have the service line installed from the road to the building within ten days from the time all conditions have been met and the gas main is available.

19. Requested Meter Set Date: ____/____/____

The meter cannot be installed and turned on until the service line has been installed, your building gas piping is in place and you have at least one appliance ready to receive service. If you are ready, we can set your meter on the same day we install your service.

Once the meter is set, you will be responsible for the billing account.

Billing Account Information

20. Name on the billing account:

Print Last, First, Middle Initial(s)

21. Mailing Name: _____

If Different Than Applicant

22. Mailing Address: _____

If Different Than Service Address

Do you have any additional comments or questions regarding your application?

If you need additional information, please call 1-877-442-7632. We appreciate your business.

Issued by: Vincent Cross, President, 8923 Wattsburg Road, Erie, PA 16509

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 80
Revision: 0
Superseding Revision:

CONDITIONS FOR SERVICE

- A. For residential and general commercial accounts, New York Public Service Commission regulations permit NEA Cross to furnish and construct free of cost up to 100 feet of main and/or service line, service connections and metering facilities. If main line installation is necessary or greater service line extension is required, a charge may be necessary and service availability may be extended.
- B. NEA Cross will back till the new service trench with original soil. You will be responsible for surface refinishing, restoring lawns, shrubbery, driveways, or walkways, and the repair of damage to any privately owned underground facilities that are not accurately marked (e.g., water well lines, septic systems, etc.). NEA Cross will contact other utilities and direct them to locate any underground facilities they may have in the area where we may be digging.
- C. The following conditions must be satisfied before your service line can be installed.
 - Any required state/county permits must be obtained by NEA Cross.
 - Payment (if any is required) must be received.
 - The proposed meter site must be marked, back filled to rough grade and must be clear of obstructions, e.g., building materials, dirt piles, scaffolding, plants, etc.
 - If this is a conversion from another fuel: 1) You must have at least one appliance ready to use gas or, have proof of purchase of a furnace or boiler; 2) You must complete a certificate verifying compliance with minimum insulation standards.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 81
Revision: 0
Superseding Revision:

29. Service Forms (Cont'd.):

B. Form of Application for Non-Residential Service:

N.E.A. CROSS OF N.Y., INC.
8923 Wattsburg Rd
Erie, PA 16509
1-877-442-7632

Application for Gas Service -Non-residential

General Information:

Along with this application is a brochure which describes your rights and responsibilities as a non-residential customer.

Customer Information: (To be completed by customer)

Date Filed: _____

Name of Customer _____ ☐ Owner
☐ Occupant

Service Location _____

Telephone No. () _____ Alternate Telephone No. () _____

Mailing Address _____

Type of Business _____

Official in Charge _____ Title _____
(Name)

Person Controlling Access to Meter(s): _____

Telephone No. () _____

The Company requires the submission of the following documents to substantiate the information provided in the service application.

☐ deed ☐ lease ☐ business certificate* ☐ other

* _____

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 82
Revision: 0
Superseding Revision:

29. Service Forms (Cont'd.)

B. Form of Application for Non-Residential Service (Cont'd.)

The questions in the above section are designed to assist the utility in placing you on the proper and the most beneficial service classification. The utility may rely on this information in classifying your service.

The cost of service may be different under different service classifications. There are eligibility requirements for each service classification. A customer may be eligible for service under more than one classification and one may be more beneficial than another. The accompanying brochure describes the common non-residential service classifications in brief. The rate schedule which describes each service classification in detail may be examined in any utility business office.

If you have any questions about your classification, you may discuss this with your customer service representative. If your use of service or your equipment changes in the future, you must notify the utility of these changes to assure that you are being properly billed.

WARNING. If the information provided by you in this section is inaccurate or incomplete, you may be subject to backbilling on the correct service classification, or you may be precluded from receiving a refund for overcharges based on the correct service classification.

Specific nature of business: _____

GAS: List all equipment and its rating: _____

DOES THIS ACCOUNT PROVIDE SERVICE FOR ANY TYPE OF
RESIDENTIAL UNIT? () Yes () No

If yes, please explain: _____

Rate and Applicable Charges for Service: (To be completed by Company)

Service Classification _____	Account No. _____
Amount of Deposit \$ _____	Deposit No. _____
Extension Minimum _____	Percent Tax Exempt _____
Estimated Usage _____	

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 83
Revision: 0
Superseding Revision:

29. Service Forms (Cont'd.)

B. Form of Application for Non-Residential Service (Cont'd.)

N.E.A. Cross of N.Y., Inc. is hereby requested to furnish the undersigned with gas service at the above address; such service is to be supplied by the Company under its tariff rates, rules, and regulations on file with the New York State Public Service Commission, as may be revised from time to time and to be paid for by the undersigned in accordance with the applicable rate.

Response date: _____ Date of Responsibility: _____

Company Name: _____

Customer Signature: _____ Title: _____

Date: _____

Approved by: _____ Accepted by: _____

Date: _____ Title: _____

Date: _____

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 84
Revision: 0
Superseding Revision:

29. Service Forms (Cont'd):

C. Deferred Payment Agreement Form:

N.E.A. CROSS OF N.Y., INC.

NON-RESIDENTIAL CUSTOMER PAYMENT AGREEMENT

Account Name: _____

Account Number: _____

Service Address: _____

Date: _____

PRINCIPLES OF THIS AGREEMENT

This confirms an agreement by _____ (customer) to make installment payments to N.E.A. Cross of N.Y., Inc. for amounts in arrears. It also confirms that N.E.A. Cross of N.Y., Inc. will not discontinue service to the account at the address listed above as long as payments are received on time.

HOW MUCH IS TO BE PAID

The amounts covered by this agreement are as follows:

Charges billed for Gas service	
As of (month, day, year)	\$ _____
Late payment charges billed	\$ _____
Miscellaneous fees: (Specify - Collection, Reconnection, Meter Recovery) _____	\$ _____
TOTAL	\$ _____

HOW PAYMENT IS TO BE MADE

The customer agrees to pay:

A down payment of \$ _____ by _____ (month, day, year)

Installments of \$ _____ by the _____ day of each month
from _____ (month, year) to _____ (month, year)
The balance of \$ _____ is to be received by _____ (month, day, year)

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 85
Revision: 0
Superseding Revision:

29. Service Forms (Cont'd.):

D. Deferred Payment Agreement Form (Cont 'd.)

Current bills issued after _____ (month, day, year) are to paid on receipt.

Note: Each payment must be in the office of the utility by the above mentioned dates.

LATE PAYMENT CHARGES

_____ Late payment charges not applicable/waived

_____ This agreement is subject to late payment charges at a monthly rate of _____ % and/or an annual rate of _____ %.

The total late payment charges for the duration of this agreement are calculated to be \$ _____. The total late payment charges may be greater or less than the disclosed cost if payments are received earlier or later than the agreed dates. Failure to pay current bills on time will result in additional late payment charges on the account balance. (NOTE: Fill out attached itemization form if late payment charges are not billed with the cycle bill.)

DEPOSIT TERMS

_____ Deposit not applicable or is waived.

The amount of the security deposit requested is \$ _____. The customer agrees to pay 50% of the requested deposit as down payment and the balance in two installments.

Down payment \$ _____ to be paid on _____ (month,day,year).
First Installment \$ _____ to be paid on _____ (month,day,year).
Final Installment \$ _____ to be paid on _____ (month,day,year).

WHAT HAPPENS IF PAYMENTS ARE LATE

If installment and regular bill payments are not paid on time, this agreement will be voided and all amounts become due immediately. The Company will send you notice of this fact and a final termination notice; service will be disconnected within the allotted amount of time.

PUBLIC SERVICE COMMISSION ASSISTANCE

The customer may obtain the assistance of the New York Public Service Commission to assure that this agreement complies with rules of 16 NYCRR 13.5.

Issued by: Vincent Cross, President, 8923 Wattsburg Road, Erie, PA 16509

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 86
Revision: 0
Superseding Revision:

29. Service Forms (Cont'd.):

C. Deferred Payment Agreement Form: (Cont'd .)

ACCEPTANCE OF AGREEMENT

The terms of this agreement are accepted by:

Customer's Name _____
(Print or Type)

Customer's Signature _____ Date _____

As representative of _____
(Name of Company or Firm)

Utility Representative _____ Title _____

Representative's Signature _____ Date _____

NOTE: If the customer has any questions during the duration of the agreement, the utility representative may be contacted at _____. This agreement is not valid until signed by all parties and returned to N.E.A. Cross of N.Y., Inc.

LATE PAYMENT ITEMIZATION FORM

Late payment charges not billed with the cycle bill are to be paid as follows:

\$ _____	by _____
\$ _____	by _____
\$ _____	by _____
\$ _____	by _____
\$ _____	by _____
\$ _____	by _____
\$ _____	by _____
\$ _____	by _____
\$ _____	by _____
\$ _____	by _____

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 87
Revision: 0
Superseding Revision:

29. Service Forms (Cont'd.):

D. Deposit Alternative Notice Form:

N.E.A. CROSS OF N.Y., INC.

Request for Waiver of Security Deposit – Deposit Alternative

Date: _____

Customer's Name: _____

Service Address: _____

Mailing Address: _____

Account Number: _____

In consideration of N.E.A. Cross of N.Y., Inc.'s agreement to provide gas service to _____ (Customer's Name) at the above service address and in lieu of a security deposit, I/we do hereby guarantee payment of all future bills for said service paid upon receipt.

I, the customer, waive my right to be sent a Final Termination Notice normally provided after 20 days have elapsed since payment was due. I understand that my service can be terminated by N.E.A. Cross of N.Y., Inc. if I/we fail to pay any bill upon receipt. The Company will send me a disconnect notice 5 days (8 days if mailed) before actual termination of my service.

Once terminated, service will not be reinstated until payment in full of the following: (1) all amounts in arrears for service rendered, (2) the entire requested deposit, (3) service reconnection fees, and (4) any other billed tariff changes.

N.E.A. Cross of N.Y., Inc.

Business Name/Applicant

Signed: Date

Signed Date

Approved by: Title

Title of person signing

Issued by: Vincent Cross, President, 8923 Wattsburg Road, Erie, PA 16509

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 88
Revision: 0
Superseding Revision:

29. Service Forms (Cont'd.):

E. Residential Deferred Payment Agreement Form:

N.E.A. CROSS OF N.Y., INC.

RESIDENTIAL CUSTOMER PAYMENT AGREEMENT

CUSTOMER'S NAME _____ PHONE _____

SERVICE ADDRESS _____

ACCOUNT NO. _____ DATE _____

ABOUT THIS AGREEMENT

This is an agreement by _____ to make payments to N.E.A. Cross of N.Y., Inc. for amounts owed. It is also an agreement by N.E.A. Cross of N.Y., Inc. that it will provide service to the address listed above as long as you make payments on time.

PAYMENT AGREEMENT RULES

This agreement must be fair and must be based on your ability to pay.

If you are unable to pay on these terms, you should not sign this agreement. Instead, call us or come to our office.

If you can show financial need, alternative terms will be arranged. Depending on your circumstances, a down payment may not be required and installments may be as low as \$10.00 per month.

This agreement can be changed if your ability to pay changes significantly for reasons you cannot control. If a change is needed, please call or come to our office.

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

HOW MUCH IS TO BE PAID

Total amount you owe N.E.A. Cross of N.Y., Inc., as of _____
is \$ _____.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 89
Revision: 0
Superseding Revision:

29. Service Forms (Cont'd.):

E. Residential Deferred Payment Agreement Form (Cont'd.):

HOW PAYMENT IS TO BE MADE

You are to pay the amount owed in the following way:

A down payment of \$_____ is to be received by_____

Installments of \$_____ are to be received by the_____
each_____ from _____ to_____.

The balance of \$_____ is to be received by_____

Any bill we send you after_____ is due when you receive it.

LATE PAYMENT CHARGES

This agreement is subject to late payment charges at a monthly rate of 1.5% which is the equivalent of an annual rate of 18%. Late payment charges will be calculated on the amount of the balance after the late payment date shown on each monthly bill. The total late payment charges for the duration of this agreement are calculated to be \$_____. This amount is based upon timely payments. The actual late payment charge you pay will be either lower or higher than the amount indicated if you make payments either early or late.

WHAT HAPPENS IF PAYMENTS ARE NOT MADE

If we do not receive these payments or your regular bill payments on time, we can require you to pay the total amount owed on your account. The Company will send you a notice allowing you 15 days to pay before service is turned off.

ASSISTANCE

IF YOU ARE UNABLE TO PAY THE TERMS OF THIS AGREEMENT,
OR NEED HELP UNDERSTANDING OR MAKING THIS AGREEMENT,
CALL US AT 1-877-442-7632.

IF FURTHER HELP IS NEEDED, YOU MAY CALL THE NEW YORK
STATE PUBLIC SERVICE COMMISSION AT 1-800-342-3377 8:30 A.M. -
4:30 P.M., MONDAY THROUGH FRIDAY.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 90
Revision: 0
Superseding Revision:

29. Service Forms (Cont'd.):

E. Residential Deferred payment Agreement Form: (Cont'd.)

BUDGET BILLING OPTION

If you are not already enrolled in our budget billing plan which allows you to pay for your service in equal monthly installments, and wish to enroll, check this box and we will start you on a plan immediately. A brochure describing the plan in more detail has been provided to you. Call 1-877-442-7632 if you have any questions about the Budget Billing Plan.

YES! I WOULD LIKE BUDGET BILLING. _____

ACCEPTANCE OF AGREEMENT

I have read, understand, and accept this agreement.

Customer's Signature _____ Date _____

NAME (TYPED OR PRINTED)

Company's Signature _____ Date _____

One copy of this agreement, signed by the customer, with the down payment, must be received by N.E.A. Cross of N.Y., Inc. by _____ in order to avoid having your service turned off.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 91
Revision: 0
Superseding Revision:

29. Service Forms (Cont'd.):

F. Firm Transmission Service Agreement Form

FIRM TRANSPORTATION SERVICE AGREEMENT

AGREEMENT made on _____, by and between N.E.A. Cross of N.Y.
Inc. (Cross) and _____ (Customer), with gas to be delivered to
_____.

In consideration of the mutual covenants and pursuant to the terms and provisions of Service Classification No. 2, P.S.C. No. 2-Gas or superseding issues thereof, the parties agree as follows:

a. Term of Agreement

The term of this Agreement shall be _____ and shall commence on _____ and shall continue through _____. At the end of this term, the Agreement will renew for successive one year periods unless canceled by either party upon written notice at least one month prior to the renewal date.

b. Available and Maximum Daily Quantity

The maximum daily quantity of gas to be transported is _____ Mcf. The total quantity of gas to be transported under the terms of this agreement is estimated to be annually.

c. Addenda attached hereto shall be part of this Agreement and shall be binding.

d. This Agreement shall be expressly contingent upon the receipts of such regulatory approvals or authorizations as may be required. Both parties agree to cooperate to obtain all required approvals and authorizations.

e. This Agreement shall be binding upon the successors and assigns of Company and customer. No assignment of this Agreement shall be valid without the prior written consent of the parties hereto.

PSC No. 2 - Gas
N.E.A. Cross of N.Y., Inc.
Initial Effective Date: 4/1/2008

Leaf No. 92
Revision: 0
Superseding Revision:

29. Service Forms (Cont'd.):

F. Firm Transportation Service Agreement Form (Cont'd.):

IN WITNESS WHEREOF, all parties have hereunto executed this
Agreement on the day and year first above written.

For: N.E.A. Cross of N.Y., Inc.

For: _____
BusinessName/Applicant

Signed: Date

Signed Date

Title

Title of person signing