

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 08/01/03

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COVER SHEET

**PSC No. 219 Superseding PSC No. 218**

**NIAGARA MOHAWK POWER CORPORATION**

**SCHEDULE**

**FOR**

**GAS SERVICE**  
(GAS OR ELECTRIC)

**Applicable  
in**

All Territory Served By This Corporation

**For Detail Description of Territory, See GENERAL INFORMATION Leaf, Paragraph I.**

(Note: It will not be necessary to replace this title page in case at a later date  
the schedule is made to apply to additional territory or area.)

Issued June 30, 2003 Effective August 1, 2003  
(Month Day Year) (Month Day Year)

Subsequent changes will be effective as shown on individual leaves.

By William F. Edwards President  
(Name of Officer) (Title)

Syracuse, New York  
(Address of Officer)

Issued By: William F. Edwards, President, Syracuse, New York

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### I. TERRITORY TO WHICH SCHEDULE APPLIES:

1. CITIES	COUNTY
Albany	Albany
Amsterdam	Montgomery
Cohoes	Albany
Fulton	Oswego
Glens Falls	Warren
Gloversville	Fulton
Hudson	Columbia
Johnstown	Fulton
Little Falls	Herkimer
Oneida	Madison
Oswego	Oswego
Rensselaer	Rensselaer
Rome	Oneida
Saratoga Springs	Saratoga
Schenectady	Schenectady
Sherrill	Oneida
Syracuse	Onondaga
Troy	Rensselaer
Utica	Oneida
Watertown	Jefferson
Watervliet	Albany

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### **I. TERRITORY TO WHICH SCHEDULE APPLIES: (continued)**

<b>2. VILLAGES</b>	<b>COUNTY</b>
Adams	Jefferson
Altamont	Albany
Baldwinsville	Onondaga
Ballston Spa	Saratoga
Black River	Jefferson
Boonville (Generally All)	Oneida
Brownville	Jefferson
Camillus	Onondaga
Canajoharie	Montgomery
Canastota	Madison
Carthage	Jefferson
Castleton-on-Hudson	Rensselaer
Cazenovia	Madison
Central Square	Oswego
Chittenango	Madison
Clayville	Oneida
Clinton	Oneida
Colonie	Albany
Corinth (Part)	Saratoga
Deferiet	Jefferson
Dexter	Jefferson
Dolgeville (Part)	Fulton and Herkimer
Ellisburg	Jefferson
Evans Mills	Jefferson
Fayetteville	Onondaga
Fonda	Montgomery
Fort Edward	Washington
Fort Johnson	Montgomery
Fort Plain	Montgomery
Frankfort	Herkimer
Fultonville	Montgomery
Glen Park	Jefferson
Green Island	Albany
Hagaman	Montgomery
Hannibal	Oswego
Herkimer	Herkimer
Herrings	Jefferson
Holland Patent (Generally All)	Oneida

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### **I. TERRITORY TO WHICH SCHEDULE APPLIES: (continued)**

<b>2. VILLAGES (continued)</b>	<b>COUNTY</b>
Hudson Falls	Washington
Ilion	Herkimer
Lacona	Oswego
Lake George	Warren
Liverpool	Onondaga
Manlius	Onondaga
Mannsville	Jefferson
Menands	Albany
Mexico	Oswego
Minoa	Onondaga
Mohawk	Herkimer
Munnsville (Northwest Corner Rt.46)	Madison
Nelliston	Montgomery
New Hartford	Oneida
New York Mills	Oneida
North Syracuse	Onondaga
Oneida Castle	Oneida
Oriskany	Oneida
Palatine Bridge	Montgomery
Phoenix	Oswego
Pulaski	Oswego
Ravena	Albany
Round Lake (Generally All)	Saratoga
Sackets Harbor	Jefferson
Sandy Creek	Oswego
Schuylerville	Saratoga
Scotia	Schenectady
Skaneateles	Onondaga
Solvay	Onondaga
South Glens Falls	Saratoga
Tully	Onondaga
Vernon	Oneida
Victory Mills	Saratoga
Voorheesville	Albany
Wampsville	Madison
Waterford	Saratoga
West Carthage	Jefferson
Whitesboro	Oneida
Yorkville	Oneida

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### **I TERRITORY TO WHICH SCHEDULE APPLIES: (continued)**

<b>3. TOWNS AND HAMLETS</b>	<b>COUNTY</b>
Adams	Jefferson
Adams Center	
Amsterdam	Montgomery
Tribes Hill	
Ballston	Saratoga
Bethlehem	Albany
Booneville	Oneida
(Hawkinsville Rd. and side streets to Village line)	
Brownville	Jefferson
Brunswick	Rensselaer
Camillus	Onondaga
Canajoharie	Montgomery
Cazenovia	Madison
Champion	Jefferson
Charlton	Saratoga
Cicero	Onondaga
Claverack	Columbia
Clay	Onondaga
Clifton Park	Saratoga
Coeymans	Albany
Colonie	Albany
Latham	
Loudonville	
Newtonville	
West Albany	
Corinth (Part)	Saratoga
Deerfield	Oneida
Dewitt (That portion bounded on the north by the Syracuse Junction Branch of the New York Central Railroad, on the east by the extension of Leo Avenue, on the south by Tyson Road and on the west by Lamson Street. Also includes that portion south of the old Erie Canal.)	Onondaga
East Greenbush	Rensselaer
Easton	Washington
Elbridge (Part)	Onondaga
Ellisburg	Jefferson
Pierrepont Manor	

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### **I TERRITORY TO WHICH SCHEDULE APPLIES: (continued)**

<b>3. TOWNS AND HAMLETS (continued)</b>	<b>COUNTY</b>
Florida	Montgomery
Floyd	Oneida
Fort Edward	Washington
Frankfort	Herkimer
Geddes	Onondaga
German Flatts	Herkimer
Ghent	Columbia
Glen	Montgomery
Glenville	Schenectady
Granby	Oswego
Greenfield	Saratoga
Greenwich	Washington
Guilderland	Albany
Half Moon	Saratoga
Hannibal	Oswego
Hastings	Oswego
Herkimer	Herkimer
Hounsfield	Jefferson
Johnstown	Fulton
Kingsbury	Washington
Kirkland	Oneida
Clark Mills	
Lafayette	Onondaga
Lake George	Warren
Lee	Oneida
Lenox	Madison
LeRay	Jefferson
Lincoln	Madison
Little Falls	Herkimer
Lysander	Onondaga
Malta (Outside the Lands of the Round Lake Association)	Saratoga
Manheim	Herkimer
Manlius	Onondaga
Marcy	Oneida
Mexico	Oswego
Milton	Saratoga
Minden	Montgomery
Minetto	Oswego
Mohawk	Montgomery

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### **I TERRITORY TO WHICH SCHEDULE APPLIES: (continued)**

<b>3. TOWNS AND HAMLETS (continued)</b>	<b>COUNTY</b>
Moreau	Saratoga
Nelson	Madison
New Hartford	Oneida
New Haven	Oswego
New Scotland	Albany
Niskayuna	Schenectady
North Greenbush	Rensselaer
Northumberland	Saratoga
Onondaga	Onondaga
Oswego	Oswego
Otisco	Onondaga
Palatine	Montgomery
Palermo	Oswego
Pamelia	Jefferson
Paris	Oneida
Perth	Fulton
Poestenkill (Rt. 150)	Rensselaer
Pompey	Onondaga
Princetown	Schenectady
Queensbury	Warren
Richland	Oswego
Rotterdam	Schenectady
Carman	
Rotterdam Junction	
South Schenectady	
Rutland	Jefferson
Salina	Onondaga
Salisbury	Herkimer
Sand Lake	Rensselaer
(Rt. 150 through West Sand Lake Hamlet to Rt. 43 Crossroad)	
Sandy Creek	Oswego
Saratoga	Saratoga
Schaghticoke	Rensselaer
Schodack	Rensselaer
Schroepfel	Oswego
Schuyler	Herkimer
Scriba	Oswego
Sennett (1,230 Ft. west along Rt. 20 from Skaneateles town line)	Cayuga

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### **I TERRITORY TO WHICH SCHEDULE APPLIES: (continued)**

<b>3. TOWNS AND HAMLETS (continued)</b>	<b>COUNTY</b>
Skaneateles	Onondaga
Skaneateles Falls	
Spafford	Onondaga
(Rt. 41 south, Shady Lane, Locust Lane)	
Stockport	Columbia
Stillwater (East of the	Saratoga
Town of Malta at the southern	
end of Saratoga Lake)	
Stockbridge	Madison
(County Rt. 33 - Middle Rd.)	
Stuyvesant	Columbia
Sullivan	Madison
Trenton	Oneida
(East along Rt.365 into Village	
of Holland Patent)	
Tully	Onondaga
Van Buren	Onondaga
Vernon	Oneida
Verona	Oneida
Durhamville	
Verona	
Volney	Oswego
Waterford	Saratoga
Watertown	Jefferson
Western	Oneida
West Monroe	Oswego
Westmoreland	Oneida
Westmoreland	
Whitestown	Oneida
Wilna	Jefferson
Wilton	Saratoga

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## GENERAL INFORMATION

### II. RULES AND REGULATIONS:

#### 1. DEFINITIONS AND ABBREVIATIONS:

##### 1.1 Definitions:

**Access Controller:** A party known to the Company/utility to be in control of access to the metering equipment of a customer and who has an active account with the Company, or a customer who controls access to the metering equipment.

**Adjusted Gas Revenue:** Revenue realized from the applicable service classification rates and charges less revenue taxes, the cost of gas, and the minimum charge. The cost of gas shall be computed by multiplying the average cost of gas per unit as used in the Monthly Cost of Gas (MCG) calculation by the units of gas used.

**Asset Management Agreement:** A transaction where the Company releases a portion of its upstream capacity rights to a third party subject to satisfaction by that third party of certain specified gas supply requirements of the Company. All such agreements must be structured in accordance with the regulations of the Federal Energy Regulatory Commission.

**Certificate of Eligibility:** The document, as defined in the EJP Act, issued by Empire State Development (“ESD”) to a Customer or applicant that has been accepted into EJP for their location. Possession of a certificate of eligibility does not by itself guarantee eligibility to claim benefits under EJP.

**Certificate of Tax Credit:** The document, as defined in the EJP Act, issued to a participant by ESD that entitles a participant to claim a tax credit and reduced delivery rates for a twelve-month period pursuant to the EJP Act.

**City Gate:** The point of interconnection between a pipeline and a local distribution company where gas is delivered to the LDC.

**Company or Utility:** Niagara Mohawk Power Corporation.

**Cost or Expense:** Include all labor, material and other charges applicable thereto including cost of removing and replacing pavement and sidewalks, plus a reasonable allowance for engineering, superintendence, purchasing and use of construction equipment.

**Customer:** An individual, firm, partnership, corporation, association, municipality, or governmental body lawfully receiving service from the Company.

1. **Non-Residential Applicant:** A person, corporation or other entity, receiving service from the Company, who is not a residential customer as defined in 16 NYCRR, Part II.

**Energy Service Company (ESCO) / Marketer:** An entity eligible to sell natural gas to the Company’s transportation customers served under Service Classification Nos. 1MB, 2MB, 5, 6, 7, 8, 9, 11, 12DB, 12MB and 13 MB. ESCOs may also sell other energy supplies and energy related services to customers.

**Factor of Adjustment:** computed as constant 1.0 divided by 1.0 minus LAUF.

**GTOP Manual:** The Company’s Gas Transportation Operating Procedures Manual contains the procedures to be used by Marketers and Direct Customers.



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## GENERAL INFORMATION

### 1. DEFINITIONS AND ABBREVIATIONS: (continued)

**Incremental Cost of Gas (ICOG):** Commodity cost (excluding demand charges) of the most expensive gas supply source projected to be dispatched during the upcoming month, as set forth in the Gas Transportation Rate Statement.

**Lead-Lag Rate:** Set equal to 13.68%.

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

**Merchant Function Charge:** the sum of the following unit costs: (1) Gas Supply Procurement Expenses, (2) Commodity Related Credit and Collection Expenses, (3) Commodity Related Uncollectible Expenses, (4) Return Requirement on Gas Storage Inventory, and (5) Return Requirement on Working Capital for Purchased Gas.

**Net Revenue:** Revenue realized from the applicable service classification rates and charges less revenue taxes and the cost of gas.

**Uncollectible Expenses:** Uncollectible expenses associated with gas supply are the product of the Uncollectible Rate and total gas costs.

**Uncollectible Rate:** see Rule 33 for the Uncollectible Rate set for Residential and Non-Residential rates

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## GENERAL INFORMATION

### 1. DEFINITIONS AND ABBREVIATIONS: (continued)

**Non-Residential Applicant:** A person, corporation or other entity who has requested service as a non-residential customer.

**Non-Residential Customer:** Any person, corporation or other entity receiving service from the Company who is not a residential customer as defined in 16 NYCRR, Part II. The following terms pertain to only non-residential customers:

1. **New Customer:** A customer who was not the last previous customer at the premises to be served, regardless of whether such customer was or is still a customer of the utility at a different location.
2. **Seasonal Customer:** A customer who applies for and received utility service periodically each year, intermittently during the year, or at other irregular intervals.
3. **Short Term or Temporary Customer:** A customer who requested service for a period of time up to two years.
4. **Actual Reading:** Obtained by a utility employee from either the meter or a remote registration device attached thereto.
5. **Payment:** Considered to be made on the date it is received by the utility or one of its authorized agents.
6. **Late Payment:** 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.
7. **Arrears:** Charges for which payment has not been made more than 20 calendar days after payment was due.
8. **Delinquent Customer:** A customer who has made a late payment on two or more occasions within the previous 12-month period.
9. **Business Day:** Any Monday through Friday when a utility's business offices are open.

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## GENERAL INFORMATION

### 1. DEFINITIONS AND ABBREVIATIONS: (continued)

Non-Residential Customer (continued)

10. **Levelized Payment Plan:** A billing plan designed to reduce fluctuations in a customer's bill payments due to varying, but predictable, patterns of consumption.
11. **Backbill:** 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 estimated or customer readings (commonly called a catch-up bill) which exceeds by 50 percent or more the bill that would have been rendered under a utility's standard estimation program is presumed to be a backbill.
12. **Tampered Equipment:** Any service-related equipment that has been subjected to either unauthorized interference so as to reduce the accuracy or eliminate the measurement of the utility's service, or to unauthorized connection occurring after a utility has physically disconnected service.
13. **Utility Deficiency:** Any action or inaction by a utility or one of its authorized agents that does not substantially conform to 16 NYCRR, Part 13, the utility's tariff, or the utility's written business procedures.

**Off-System Transactions:** May include gas sales, gas transportation and other gas transactions performed with customers located outside of the Company's service territory; capacity release transactions other than those performed pursuant to Service Classification No. 11; and Asset Management Arrangements.

**Pre-tax Weighted Average Cost of Capital ("pre-tax WACC"):** Set forth as follows:

February 1, 2022 – June 30, 2022:	7.66%
July 1, 2022 – June 30, 2023:	7.65%
July 1, 2023 – June 30, 2024:	7.66%

If the Company does not file for new rates to be effective on or before July 1, 2024, the pre-tax WACC will be based on July 1, 2023.

**Public Right-of-Way:** 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.

**Residential Applicant:** An individual, firm, partnership, corporation, association, municipality, or governmental body requesting service from the Company for their or its own use and not for resale or delivery to others.

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## GENERAL INFORMATION

### 1. DEFINITIONS AND ABBREVIATIONS: (continued)

**Residential Customers:** Any person who, pursuant to an application for service made by such person or a third party on their behalf, is supplied directly by the Company with gas service at a premise used in whole in part as their residence where:

1. The Company's effective tariff specifies a residential rate for such service, provided however that no person who requests or is supplied service to an entire multiple dwelling or for the common areas of a multiple dwelling, as defined in the Multiple Dwelling Law or the Multiple Residence Law, shall be considered a residential applicant or customer;
2. Such service will be or is primarily used for their residential purposes, and the applicant or customer has so notified the Company; or
3. The Company knows that any of such service will be provided through a single meter to both units of a two-family dwelling; or
4. Such person was a residential customer of the Company within 60 days of making the request, was not terminated for nonpayment, meter tampering or theft of services and has moved to a different dwelling within the Company's service territory, so long as such person remains a residential customer as defined in the preceding subparagraphs.
5. A Residential Applicant is any person who requests gas service to a premise to be used at their residence or the residence of a third party.
6. Residential Heating Customer means a residential customer that uses natural gas for space heating.
7. Residential Non-Heating Customer means a residential customer that does not use natural gas for space heating.

**SC Nos. 1, 2, 5, 7, 8, 12 and 13:** Unless otherwise specified in this tariff, references to these service classes are applicable to both sales and transportation (delivery only) customers.

**Service Line:** Piping, including associated metering and pressure reducing appurtenances, that transports gas below grade from a main or transmission line to the outlet of the customer meter or at the connection to a customer's piping, whichever is further downstream where 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.

**Surcharge:** A charge payable by customer to Company, in addition to the charge for gas under the applicable service classification, pursuant to the provisions of Rule 10.

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## GENERAL INFORMATION

### 1. DEFINITIONS AND ABBREVIATIONS: (continued)

#### 1.2 Abbreviations:

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

### 2. HOW SERVICE MAY BE OBTAINED:

#### 2.1 Application for Residential Service, as defined in Rule 1.1:

2.1.1 Applications for service may be made by ordinary mail, telephone call or by personal application at the Company's offices.

2.1.1.1 A service application shall be deemed complete when the applicant provides their name, proof of identity, address, telephone number (if any), and a prior account number and address (if any).

2.1.1.2 An oral application for gas service shall be deemed completed when the applicant complies with Rule 2.1.1.1.

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## GENERAL INFORMATION

### 2. HOW SERVICE MAY BE OBTAINED: (continued)

- 2.1.1.3 A written application containing the required information (see Rule 2.1.1.1) shall be deemed completed when received by the Company.
- 2.1.1.4 The Company may require an applicant to complete a written application if: there are arrears at the premises to be served and service was terminated for nonpayment; or is subject to a final disconnect notice of termination; or there is evidence of meter tampering or theft of service; or the meter has advanced and there is not customer of record; or the application is made by a third party on behalf of the person(s) who would receive service. The Company will require a written application when service is taken from an existing or proposed main extension which requires a surcharge or contribution.
- 2.1.1.5 If the application for service is to an address which was recently terminated for nonpayment or where the meter has advanced and there is no customer of record at the address, the applicant must also provide a reasonable proof of responsibility for service for completion of the application. If there are arrears owed on a prior account, the applicant must also meet one of the qualifications of Rule 4.1.1.1 for completion of the application.
- 2.1.1.6 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 supplied.
- 2.1.1.7 The Company when requiring a written application shall so notify the applicant as soon as practicable after the request for service is made, and in no event more than two (2) business days after such request, and shall state the basis for requiring a written application.
- 2.1.2 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.
- 2.1.3 The Company shall not be obligated to provide gas service to an applicant, for seasonal or short term service, who fails to post a lawfully required deposit.
- 2.1.4 The Company shall provide service to an applicant within five (5) business days, or a later date as may be specified by the applicant. If the applicant has been previously denied service and now meets one of the qualifications for service in Rule 4.1.1.1, the Company shall provide service within two (2) business days, or a later time specified by the applicant. By direction of the Commission or its authorized designee, service will be provided within 24 hours. The following are exceptions to the time limitations for providing service:

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## GENERAL INFORMATION

### 2. HOW SERVICE MAY BE OBTAINED: (continued)

#### 2.1.4.1 Applicant Related Exceptions:

- 2.1.4.1.1 When the applicant has not paid or agreed in writing to pay the material and installation costs or reasonably assignable costs relating to permanent gas main extensions or a right-of-way or has otherwise failed to comply with any applicable requirements relating to main extensions.
- 2.1.4.1.2 When the applicant elects a surcharge plan for payment of excess reasonable costs for a gas main extension and has not paid an advance payment of the surcharge, when there is reasonable doubt of the applicant's permanency or when the applicant has not paid the material and installation costs for a temporary main extension.
- 2.1.4.1.3 When the applicant has not paid the material and installation costs or reasonably assignable costs for permanent service lines. In hardship cases, the Company shall offer an installment plan agreement, designed for each individual case, subject to interest charges at the rate of interest paid on customer deposits.
- 2.1.4.1.4 When the applicant has not paid the material and installation costs for a temporary service line and main extension as required.
- 2.1.4.1.5 When the applicant has not conformed to the Company's minimum insulation standards pursuant to Rule 4.10.

#### 2.1.4.2 Company Related Exceptions:

- 2.1.4.2.1 When the Company is prevented by labor strikes or precluded by law.
- 2.1.4.2.2 When the Company is precluded by consideration of public safety.

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### 2. HOW SERVICE MAY BE OBTAINED: (continued)

2.1.4.2.3 When the Company is precluded by physical impediments including but not limited to the Company's inability to gain access to premises in the possession of the applicant or others, adverse weather conditions and incomplete construction of the necessary facilities by the Company. The Company shall make reasonable efforts to eliminate conditions preventing extension of service and shall pursue completion of any facilities it must construct with due diligence.

2.1.5 If the Company fails to initiate service within the time required by Rule 2.1.4, the Company shall pay to the applicant the sum of twenty-five dollars (\$25) per day for each day that service is not supplied unless the Commission finds that the Company had good cause for not initiating service in the required time.

2.1.6 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.

#### 2.2 Application for Non-Residential Service:

2.2.1 Applications for service may be made by ordinary mail, a telephone call or by personal application at one of the Company's business offices. A service application shall be available in every Company business office and shall be provided to every applicant for service for whom the filing of a written application is a prerequisite for providing service.

2.2.2 As a prerequisite to accepting an applicant as a customer, and providing service, the Company may require the applicant to:

2.2.2.1 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 Company owned meters and other equipment.

2.2.2.2 Comply with the Company's tariff, or any applicable state, city or local laws or ordinances.

2.2.2.3 Fulfill any applicable requirements of Part 230 of 16 NYCRR.

2.2.2.4 Make full payment for all amounts due and payable which are not either the subject of a pending billing dispute or an existing deferred payment agreement that is in good standing, including:

2.2.2.4.1 Service provided and billed in the applicant's name or for which the applicant is legally responsible.

2.2.2.4.2 Other tariff fees, charges or penalties.

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## GENERAL INFORMATION

### 2. HOW SERVICE MAY BE OBTAINED: (continued)

- 2.2.2.4.3 Reasonably chargeable material and installation costs relating to temporary or permanent main extensions or service lines as required by the Company's tariff, provided these costs are itemized and given to the applicant in writing.
  - 2.2.2.4.4 Special Services billable under the Company's tariff, provided these costs are itemized and given to the applicant in writing.
  - 2.2.2.4.5 A security deposit requested by the Company.
- 2.2.3 As a prerequisite to accepting an applicant as a customer, and providing service, the Company will require a written application when service is taken from an existing or proposed main extension which requires a surcharge or contribution, or when required by the provisions of the applicable service classification.
- 2.2.4 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.
- 2.2.5 A service application shall contain a section for determining the customer's service classification which shall include the following:
  - 2.2.5.1 A conspicuous notice advising the customer that the questions in this section are designed to assist the Company in placing the customer on the proper and the most beneficial service classification; that the Company may rely on this information in classifying the service; that the cost of service may vary under different service classifications; that a customer may be eligible for service under more than one classification; that one classification may be more beneficial than another; that a description of the common non-residential service classifications accompanies the application; that the Company's tariff, which describes each service classification in detail may be examined in every Company business office during normal working hours; that questions about service classifications may be discussed with Company representatives; that if the customer's use of service or equipment changes in the future, the customer must notify the Company of these changes, in order to assure that the customer is being properly billed; and that if the information provided by the customer relevant to service classification is inaccurate or incomplete, the customer may be subject to backbilling on the correct service classification, or may be precluded from receiving a refund for over charges based on an incorrect service classification, and a comprehensive series of questions relevant to identifying the customer's service classification based on the Company's tariff.

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## GENERAL INFORMATION

### 2. HOW SERVICE MAY BE OBTAINED: (continued)

- 2.2.6 The Company may require the submission of appropriate types of documents to substantiate the information provided in the service application. Specific documents which the Company may require, however, must be listed on the service application.
- 2.2.7 Any Company report relevant to the establishment of the proper service classification shall be made part of the service application.
- 2.2.8 A service application shall contain, close to the place where the applicant signs, a notice that the applicant has the right to request that the Company inspect the metering device in order to assure its accuracy, along with a place for the applicant to indicate whether such inspection is requested; provided, however, that if the Company has a written policy of not backbilling previously unbilled service when the failure to charge for such service resulted from a malfunctioning of a metering device which was not due to the culpable conduct of the customer or their agent, the above notice is not required.
- 2.2.9 A service application must be signed by the applicant or an authorized agent of the applicant, and a copy must be provided to the applicant or agent. In the case of agents, the Company may require suitable proof of the authorization of the agent.
- 2.2.10 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. Exceptions to this time limitation are as follows:
  - 2.2.10.1 Conditions Precluding Company Compliance with the Time Limitation:
    - 2.2.10.1.1 Where prevented by labor strikes, or other work stoppages.
    - 2.2.10.1.2 Where precluded by consideration of public safety.
    - 2.2.10.1.3 Where precluded by adverse weather conditions.
    - 2.2.10.1.4 Where precluded by inability to gain access to premises in the possession of the applicant or others.
    - 2.2.10.1.5 Where precluded by incomplete construction of necessary facilities by the applicant or inspection and certification thereof by the appropriate authorities.
    - 2.2.10.1.6 Where precluded by incomplete construction of necessary facilities by the Company.

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## GENERAL INFORMATION

### 2. HOW SERVICE MAY BE OBTAINED: (continued)

- 2.2.11 The Company shall make reasonable efforts to eliminate conditions preventing extensions of service and shall pursue completion of any facilities it must construct with due diligence.
- 2.2.12 The Company shall provide service to any accepted applicant whose application for service was previously denied solely for failure to make full payment as provided in Rule 2.2.2.4, as soon as reasonably possible, but no later than 3 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 2.2.10.
- 2.2.13 The Company shall, at the time of application for service, provide applicants for non-residential service with a brochure containing a detailed summary of their rights and obligations, and a notice to include: descriptions of 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 Company's tariff is available for review in every Company business office and notice that some non-residential customers may be eligible for protection under Part 11, 16 NYCRR.
- 2.2.14 The notice required at the time of application for non-residential service shall be provided with 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.
- 2.2.15 The notice provided to non-residential applicants will be provided annually to non-residential customers or at any time upon customer request.
- 2.3 Prior to the attachment of the applicant to the Company facilities, the following will be required:
  - 2.3.1 An application for gas service, Form A, signed by the applicant and the owner of the building to be served, and
  - 2.3.2 For space heating service, applicants shall conform to the minimum insulation standards pursuant to Rule 4.10, and
  - 2.3.3 The prepayment of service line costs as required by Rule 11, and
  - 2.3.4 An application for gas main extension, Form B, signed by the applicant when service is to be taken from a gas main extension requiring a surcharge pursuant to Rule 10.
- 2.4 Security Deposits:
  - 2.4.1 Residential Customers:

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### 2. HOW SERVICE MAY BE OBTAINED: (continued)

2.4.1.1 The Company may require a security deposit from a current residential customer as a condition for receiving service if the customer is delinquent in the payment of bills for gas service. A current residential customer is defined as a customer who receives continuous service for more than one year or has received such service at a previous location in the Company's service territory within sixty (60) days. Delinquency in the payment of bills is defined as follows:

2.4.1.1.1 Termination of service to the customer for nonpayment during the previous six (6) months; or

2.4.1.1.1.1 The accumulation of two consecutive months of arrears without making a reasonable payment of one-half of the total arrears before the time that the late payment charge may become applicable.

2.4.1.2 Exceptions to Rule 2.4.1.1:

2.4.1.2.1 The Company shall not require a security deposit for any customer it knows to be a recipient of public assistance, supplemental security income, or additional state payments.

2.4.1.2.2 The Company shall not demand or hold a security deposit from any new or current residential customer it knows is 62 years of age or older unless such customer has had service terminated for nonpayment of bills within the preceding six (6) months.

2.4.1.3 The Company shall require a security deposit as a condition of receiving service upon application of seasonal or short-term service. A seasonal customer is defined as an applicant who applied for and receives gas service periodically each year, intermittently during the year, or at other irregular intervals. A short-term customer is an applicant who requires service for a specified period of time not to exceed one (1) year.

2.4.1.4 The amount of the security deposit requested by the Company shall be a reasonable amount not to exceed two (2) times the average monthly bill for a calendar year, except in the case of gas space heating customers, where security deposits shall be a reasonable amount not to exceed two (2) times the estimated average monthly bill for the heating season. The heating season is defined as bills rendered during the period November through April inclusive.

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### 2. HOW SERVICE MAY BE OBTAINED: (continued)

- 2.4.1.5 The Company shall notify a customer of its requirement for the payment of a security deposit within two (2) months after the failure to pay the bills rendered. The notification shall be a written notice providing the customer at least twenty (20) days advance notice before the security deposit is due.
- 2.4.1.6 The Company will permit a customer to pay the security deposit in installments over a period not to exceed twelve (12) months.
- 2.4.1.7 The Company shall review the status of a customer, for which a security deposit has been obtained, during the one-year period following payment of the deposit. If the customer has not been delinquent in the payment of bills during the period, the security deposit and the unpaid interest accrued thereon 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.
- 2.4.1.8 Whenever a security deposit has been required by the Company but thereafter refunded, the Company can require the payment of a new security deposit if the customer again becomes delinquent in the payment of bills for gas service pursuant to Rule 2.4.1.1.
- 2.4.1.9 Whenever a security deposit held by the Company is insufficient to cover the amount of the security deposit pursuant to Rule 2.4.1.4, the Company may require the customer to pay an additional security deposit.

#### 2.4.2 Non-Residential Applicants and Customers:

##### 2.4.2.1 Security Deposit Requirements:

- 2.4.2.1.1 The Company may only require payment of a security deposit from:
  - 2.4.2.1.1.1 A new customer.
  - 2.4.2.1.1.2 An existing customer who is delinquent.
  - 2.4.2.1.1.3 An existing customer whose financial condition is such that it is likely that the customer may default in the future; provided, however, that the Company must have reliable evidence of such condition, such as reports from accepted financial reporting services, or credit reporting agencies.

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### 2. HOW SERVICE MAY BE OBTAINED: (continued)

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|-------------|---|
| 2.4.2.1.1.4 | An existing customer who has filed for reorganization or bankruptcy.  |
| 2.4.2.1.1.5 | An existing customer who has been rendered a backbill within the last twelve months for previously unbilled charges for service that came through tampered equipment.   |
| 2.4.2.1.2   | The Company shall offer an existing customer, from whom a security deposit is required, the opportunity to pay the deposit in three installments, 50 percent down and two monthly payments, the sum of which equals the balance of the deposit. |
| 2.4.2.1.3   | The Company shall establish a written procedure covering its deposit policy and practice.   |
| 2.4.2.1.4   | A Company request for a deposit or a deposit increase shall be in writing and shall advise the customer of the following:   |
| 2.4.2.1.4.1 | Why the deposit is being requested.   |
| 2.4.2.1.4.2 | How the amount of the deposit was calculated.   |
| 2.4.2.1.4.3 | That the deposit is subject to later upward or downward revision based on the customer's subsequent billing history.  |
| 2.4.2.1.4.4 | That the customer may request that the Company review the account in order to assure that the deposit is not excessive.   |
| 2.4.2.1.4.5 | The circumstances under which the deposit will be refunded.   |
| 2.4.2.1.4.6 | That the customer will receive annual notice of the interest credited to the account.   |

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### 2. HOW SERVICE MAY BE OBTAINED: (continued)

2.4.2.1.4.7 The available deposit alternatives.

2.4.2.1.4.8 That for an existing customer from whom a deposit is being requested because of delinquency or financial condition, the deposit may be paid in three installments.

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

#### 2.4.2.2 Deposit Calculation:

2.4.2.2.1 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.

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

2.4.2.2.3 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:

2.4.2.2.3.1 The billing history of the customer.

2.4.2.2.3.2 Information provided in the application of the customer about the expected load and use of service.

2.4.2.2.3.3 Information contained in a load study of the premises prepared by the Company.

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### 2. HOW SERVICE MAY BE OBTAINED: (continued)

2.4.2.2.3.4 The billing history of the previous customer, provided there have been no significant changes in the load.

#### 2.4.2.3 Deposit Review:

2.4.2.3.1 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 Rule 2.4.2.2. This requirement does not limit the right of the Company to review a deposit at any time.

2.4.2.3.2 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.

2.4.2.3.3 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.

2.4.2.3.4 Upon request of the customer for a downward revision of a 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.

#### 2.4.2.4 Deposit Alternatives :

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

2.4.2.4.2 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.



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### 2. HOW SERVICE MAY BE OBTAINED: (continued)

#### 2.4.2.5 Deposit Interest:

- 2.4.2.5.1 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.
- 2.4.2.5.2 Interest shall be paid to the customer upon 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.
- 2.4.2.5.3 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 refund in part, interest shall be calculated for each portion up to the day of the credit and refund.

#### 2.4.2.6 Deposit Return:

- 2.4.2.6.1 The Company shall return a deposit or portion thereof plus applicable interest as soon as reasonably possible, but no more than 30 calendar days after:
  - 2.4.2.6.1.1 The day the account is closed.
  - 2.4.2.6.1.2 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 Rule 2.4.2.1.
  - 2.4.2.6.1.3 A review pursuant to Rule 2.4.2.3, that shows a deposit reduction is warranted.
- 2.4.2.6.2 A deposit or portion thereof plus the applicable interest that is subject to return:
  - 2.4.2.6.2.1 Shall be credited to the account it secured in the amount of any outstanding charges.

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### 2. HOW SERVICE MAY BE OBTAINED: (continued)

2.4.2.6.2.2 May be credited to the account it secured in the amount of the next projected cycle bill, if applicable.

2.4.2.6.2.3 May be credited to any other account of the customer not secured by a deposit, in the amount of the arrears on that account.

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

#### 2.4.3 All Customers:

##### 2.4.3.1 Interest Paid on Security Deposits :

2.4.3.1.1 Security deposits held by the Company will be credited with simple interest at the interest rate prescribed from time to time by the Public Service Commission as required by Subchapter A, Chapter 11, 16 NYCRR, Part 90.3. Interest paid on security deposits will be paid as a credit applied to the customer's bill. See Rule 2.4.2.5 for additional information regarding interest paid on non-residential accounts.

##### 2.4.3.2 Withholding of Service for Non-Payment of Security Deposits :

2.4.3.2.1 Service will be withheld if an applicant refuses to pay a requested security deposit. If a current customer refuses to pay a security deposit, service will be terminated upon proper notification. If an applicant or customer initiates a security deposit complaint to the Public Service Commission, the Company will provide service during the pendency of the complaint provided the customer keep current on bills for service rendered. If the complaint only challenges the amount of the security deposit, the customer will be required to pay a reasonable security deposit.

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## GENERAL INFORMATION

### 2. HOW SERVICE MAY BE OBTAINED: (continued)

#### 2.4.3.3 Deposit:

- 2.4.3.3.1 Copies of a circular entitled "TERMS AND CONDITIONS UPON WHICH CONSUMERS' DEPOSITS ARE COLLECTED, HELD, AND MAY BE WITHDRAWN" setting forth Section 117 of the Public Service Law and Subchapter A, Chapter III, Title 16 of the New York Code of Rules and Regulations, Part 225.3 are available upon request at offices of the Company where applications for service are received.

### 3. PRIORITY OF SERVICE:

- 3.1 Effective November 1, 1977, and continuing thereafter until modified or terminated by Company or order of the Public Service Commission:
- 3.1.1 The Company will permit the attachment of residential space heating customers in new or existing one or two family homes. Applications will also be accepted from residences for small appliance use.
- 3.1.1.1 The applicant will be required to contribute to the estimated cost of the service line pursuant to Rule 11. Prior to the attachment for space heating use, the applicant shall conform to the minimum insulation standards pursuant to Part 233, 16 NYCRR.
- 3.1.2 The Company will accept applications for new or additional commercial and industrial gas use. For estimated gas use of 50,000 Dt or more per year, the Company may require the applicant to install or have available dual fuel facilities. In the event dual fuel capability is required, adequate alternate fuel must be maintained in order to enable the customer to satisfactorily operate their facilities whenever and so long as the gas supply is interrupted.
- 3.1.3 Dual fuel facilities will not be required if the Company approves the process because of its unique nature whereby there is not a feasible substitute. Applications where there is no feasible substitute will generally be limited to 20,000,000 Btu per hour input. In cases where such applications would exceed this limitation, the Company will give consideration to the gas use requested giving recognition to the total amount of gas available for sale and the potential demands by other qualifying customers.

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### GENERAL INFORMATION

#### 3. PRIORITY OF SERVICE: (continued)

##### 3.2 Company's Obligations for Transportation and Aggregation Options:

- 3.2.1 Customers selecting transportation or aggregation services are purchasing gas supplies from sources other than Niagara Mohawk. Niagara Mohawk is responsible for transporting gas received at its gate to the customer's meter in accordance with the terms of the applicable service class. Customers in these service classes are responsible for ensuring (individually or through an aggregator or marketer) that sufficient gas supplies are delivered to Niagara Mohawk's city gate to meet their consumption needs within the tolerances and limits of the applicable service classification.
- 3.2.2 Residential and Human Needs Customers purchasing Non-Niagara Mohawk gas supplies, if curtailed by their supplier will continue to retain the right to return to Niagara Mohawk as the supplier of last resort. These customers will be charged a standby charge for this service based on their MPDQ, unless the customer provides 1) written certification of 100 percent dual fuel capability by November 1st of each year or 2) written certification by November 1<sup>st</sup> of continuous access to five (5) winter months (November - March) of primary firm capacity from a receipt point, acceptable to the Director of Gas Supply, into the Company's east/west city gate, as applicable, sufficient to meet the customers' Maximum Peak Day Quantity. If the customer certifies either dual fuel capability as described in 1) above or primary firm capacity as described in 2) above, they will be treated as a Non-Human Needs Customer. Human Needs Customers are defined as residential, or related usage (residential hotels, prisons), or critical care accounts (nursing homes, hospitals, etc.). This does not include Distributed Generation customers taking service under S.C. 12. For aggregators' ease of administering to Human Needs Customers, the following table shows various Human Needs Customers by Standard Industrial Classification Code.

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#### 3. PRIORITY OF SERVICE: (continued)

An apartment or housing complex with a single meter (SIC 0020-0040 and 0050)
Master metered mobile home park (SIC 0062)
A hot water or heat account for a residential complex with individual meters for each apartment, townhouse or condominium (SIC 6513)
A rooming or boarding house (SIC 7021)
An office or clinic for medical doctor(s) (SIC 8011)
An office or clinic for dentist(s) (SIC 8021)
A skilled nursing care health facility (SIC 8051)
An intermediate health care facility (SIC 8052)
A nursing and personal care health facility (SIC 8059)
A general medical and surgical hospital (SIC 8062)
A psychiatric hospital (SIC 8063)
A specialty hospital (SIC 8069)
A kidney dialysis center (SIC 8092)
A specialty outpatient clinic (SIC 8093)
A correctional institution, such as a prison (SIC 9223)
Residential hotel

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### 3. PRIORITY OF SERVICE: (continued)

3.2.3 Customers purchasing Non-Niagara Mohawk gas supplies, other than residential and human needs customers described above or S.C. 8 standby sales service customers electing a D1 demand, will not retain the right to return to Niagara Mohawk as the supplier of last resort. During a period of curtailment, if gas supply delivered by a Direct Customer or Marketer to Niagara Mohawk's city gate is inadequate to meet the consumption of the customer or the Marketer's pool of customers, Niagara Mohawk will curtail consumption and/or divert deliveries to that customer or pool of customers in a manner to protect core customers, consistent with the curtailment priorities set forth at Rule 3.6. To the extent that a supplier's customers take volumes in excess of nominated and delivered volumes during a period of curtailment, the penalty charges of Rule 3.3.1 will be applicable.

#### 3.2.3.1 Definition of Core Customers:

Core customers are defined as customers that (1) do not have alternatives to the use of gas and (2) those who receive either (a) firm sales service, or (b) firm transportation service and participate in the Company's Monthly Balancing program, or (c) firm transportation service and purchase standby sales service. In the case of (c), the portion of the customer's usage that will be considered "core" is limited to the customer's elected Daily Contract Demand Level.

3.2.3.2 To the extent customers do not meet the definition of core customers as defined in Paragraph 3.2.3.1, they shall be deemed to be non-core customers.

### 3.3 Penalty Charges for Failure to Curtail During Periods of Interruption:

3.3.1 If a customer has been directed to curtail consumption, by telephone or otherwise, and refuses to comply with the directed reductions, sales customers may be subject to an additional charge equal to the greater of \$25 per Dth or 125% of the highest per Dth cost of gas purchased in the Company's gas supply portfolio during the calendar month of unauthorized usage; and non-utility suppliers or delivery only customers will be subject to the incremental cost of gas, plus an additional charge equal to the greater of \$25 per Dth or 125% of the highest per Dth cost of gas purchased in the Company's gas supply portfolio during the calendar month of unauthorized usage.

### 3.4 Alternate Fuel Requirements:

Alternate fuel requirements for S.C. 6 customers with non-distillate alternate fuels consisting of No.4 fuel oil, No.6 fuel oil, and propane are covered under existing Rule 3.1.2. S.C. 6 customers with distillate alternate fuels consisting of diesel, kerosene or No. 2 fuel oil and Human Needs Customers will be subject to the following alternate fuel requirements:

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### 3. PRIORITY OF SERVICE: (continued)

- 3.4.1 S.C. 6 customers utilizing distillate alternate fuels and Human Needs Customers must maintain 10 days of provable storage capacity and alternate fuel except when the conditions covered under 3.4.1.1 and 3.4.1.2 below occur.
  - 3.4.1.1 Customers with available storage capacity of less than 10 days may elect to prove, to the Company's sole satisfaction, that the difference between the supply on hand and the 10 days of requirement can be met by an alternate fuel provider. The customer must show that a relationship exists with an alternate fuel provider for the difference between the fuel on hand and the 10 days of requirement. The customer may not rely on spot market purchases for the replenishment of the alternate fuel storage requirement required herein.

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### 3. PRIORITY OF SERVICE: (continued)

3.4.1.2 Customers may elect by 30 days written notice prior to November 1 of each year to curtail their operation when requested rather than be subject to the requirements outlined in this Rule 3.4. Failure to comply completely with an interruption request will subject the customer to penalty charges outlined in Rule 3.4.4. Curtailment of a customer's operation shall be defined to mean that zero gas consumption is recorded on the customer's meter for the applicable interruption period. The customer must accomplish this zero gas consumption for the duration of the interruption period by curtailing the operation of its facility rather than switching to its primary alternative fuel source.

3.4.1.3 Customers with available alternate fuel storage capacity of less than 10 days full operational levels may elect by 30 days written notice prior to November 1 of each year to curtail its operations to a reduced level to the degree necessary to supplement its primary alternative fuel source so that it can completely interrupt gas consumption for 10 full days rather than be subject to the requirements outlined in this Rule 3.4. Failure to comply completely with an interruption request will subject the customer to penalty charges outlined in Rule 3.4.4. Curtailment of a customer's operation shall be defined to mean that zero gas consumption is recorded on the customer's meter for the applicable interruption period. The customer must accomplish this zero gas consumption for the duration of the interruption period by reducing/curtailing the operation of its facility for the portion of their requirements that exceeds the customer's available storage capacity rather than switching to its primary alternative fuel source. The customer shall be required to notify the Company of the available storage capacity.

3.4.2 Special Contract Customers (which permit modification through Commission action) taking service under S.C. Nos. 9 and S.C. 14 utilizing distillate alternate fuels and S.C. 9 and S.C. 14 Human Needs Customers will be required to maintain 5 days of provable storage capacity and alternate fuel. Customers with less than 5 days of interruptibility will be assigned an alternate fuel requirement on a pro-rata basis. For example, a customer with 3 days of allowed interruptibility would only be required to have 3 days of alternate fuel. Customers whose contracts provide for interruptibility provisions greater than 5 days will only be required to maintain 5 days of alternate fuel.

3.4.2.1 Customers taking service under S.C. Nos. 9 and S.C. 14, utilizing distillate alternate fuels, may elect to prove to the Company's sole satisfaction that the difference between the supply on hand and the required storage under 3.4.2 above can be met by an alternate fuel provider. The customer must show that a relationship exists with an alternative fuel provider for the difference between the fuel on hand and the customer's assigned alternate fuel storage requirement. The customer may not rely on spot market purchases for the replenishment of the alternate fuel storage requirement required herein.

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#### 3. PRIORITY OF SERVICE: (continued)

- 3.4.2.2 Customers taking service under S.C. Nos. 9 and S.C. 14, utilizing distillate alternate fuels may elect, by providing 30 days written notice prior to November 1 of each year, to curtail their operation when requested rather than be subject to the requirements outlined in this Rule 3.4. Failure to comply completely with an interruption request will subject the customer to penalty charges outlined in Rule 3.4.4. Curtailment of a customer's operation shall be defined to mean that zero gas consumption is recorded on the customer's meter for the applicable interruption period. For customers with both interruptible and firm loads, curtailment of the customer's operation shall be defined to mean that zero gas is consumed for the interruptible portion of the customer's load. The customer must accomplish this zero gas consumption for the duration of the interruption period by curtailing the operation of its facility associated with the interruptible load rather than switching to its primary alternative fuel source.
- 3.4.2.3 Customers taking service under S.C. Nos. 9 and S.C. 14, utilizing distillate alternate fuels, with available alternate fuel storage capacity that is less than the required alternate fuel storage capacity at full operational levels under 3.4.2 may elect, by providing 30 days written notice prior to November 1 of each year, to curtail its operations to a reduced level to the degree necessary to supplement its primary alternative fuel source so that it can completely interrupt gas consumption for 5 full days rather than be subject to the requirements outlined in the Rule 3.4. Failure to comply completely with an interruption request will subject the customer to penalty charges outlined in Rule 3.4.4. Curtailment of a customer's operation shall be defined to mean that zero gas consumption is recorded on the customer's meter for the applicable interruption period. The customer must accomplish this zero gas consumption for the duration of the interruption period by curtailing the operation of its facility for the portion of their requirements that exceeds the customer's available storage capacity rather than switching to its primary alternative fuel source. The customer shall be required to notify the Company of the available storage capacity.
- 3.4.3 Ten (10) days of alternate fuel requirement for S.C. 6 customers will be computed by determining the customer's average monthly gas usage in therms for the winter period November through March based on the prior three (3) winter seasons. If 3 years of data is not available, a shorter period of time may be used. This monthly average monthly consumption will then be divided by 30 and then multiplied by 10 days. The resulting therms will then be converted to gallons by dividing by the appropriate conversion factor. If no customer history exists, the estimated winter season gas usage in therms provided by the customer will be utilized.

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#### 3. PRIORITY OF SERVICE: (continued)

3.4.3.1 Five (5) days of alternate fuel requirement for S.C. 9 and S.C. 14 customers as set forth in rule 3.4.2 will be computed by using the customer's Maximum Winter Burn on a daily basis. The Maximum Winter Burn shall be equal to the customer's maximum daily delivery quantity set forth in the customer's service agreement.

3.4.3.2 The customer shall have the ability to request a revision to the alternate fuel requirement as computed in this paragraph, if the customer can demonstrate to the Company's satisfaction that it can support a different alternate fuel requirement. The Company shall, however, have the sole discretion to accept any requested revisions.

#### 3.4.4 Additional Charges for Non Compliance:

3.4.4.1 If the customer fails to meet the requirements of Rule 3.4.1, 3.4.2, and Rule 3.5 below, as of November 1 of each heating season or becomes noncompliant during the winter period, the customer will be billed an additional charge for the billing period during which the noncompliance becomes known and any subsequent periods during which the noncompliance continues.

3.4.4.1.1 S.C. 6 customers who are in noncompliance under Rule 3.4 of this rate schedule will have their invoices subject to an additional charge in addition to any other applicable charges. The additional charge will be equal to the difference between the billed rate per therm exclusive of Gross Revenue Tax and the alternative rate per therm exclusive of Gross Revenue Tax multiplied by the customer's metered consumption. The alternative rate will be equal to the higher of (1) the customer's billed rate per therm exclusive of Gross Revenue Tax plus ten percent or (2) the average of the equivalent per therm rate for the customer's alternate fuel type of the City of Albany or Syracuse as appropriate from the Journal of Commerce and Bloomberg's Oil Buyers Guide plus 30 percent.

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#### 3. PRIORITY OF SERVICE: (continued)

- 3.4.4.1.2 S.C. 9 customers who are in noncompliance under Rule 3.4 of this rate schedule will have their invoices subject to an additional charge. The additional charge will be equal to twice the charge assessed under Rule 3.3 of this rate schedule for unauthorized usage during periods of interruption.
- 3.4.4.1.3 S.C. 14 customers who are in noncompliance under Rule 3.4 of this rate schedule will have their invoices subject to an additional charge. The additional charge will be equal to 120% of the applicable wholesale electric rate at the time of non compliance, converted to a gas rate.

#### 3.5 Verification of Alternate Fuel Requirements:

- 3.5.1 The Company will conduct an on-site inspection of a random sampling of interruptible customers taking service under S.C. 6, S.C. 9 and S.C. 14 in order to verify the alternate fuel requirements set forth in Rule 3.4 above.
- 3.5.2 In addition, the Company will conduct an on-site inspection for any customer who failed to switch to alternate fuel in the 1999/2000 heating season and in subsequent winter seasons. The details of the Company's verification plan including the confirmation by the customer of 10 days of storage capacity and alternate fuel source, or lesser amounts as appropriate, will be set forth in the Company's Gas Transportation Operating Procedures Manual.

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**GENERAL INFORMATION****3. PRIORITY OF SERVICE: (continued)****3.6 Curtailment Priority:**

In the event the Company is required to implement a curtailment interruption, the needs of core customers will be met first, regardless of whether the core customers are sales or transportation customers. In the event it is necessary to divert gas from non-core customers to supply the needs of core customers, except as otherwise provided pursuant to prior agreement with affected customer(s) or any pre-existing individually negotiated contract or service agreement, compensation to Marketers of non-core customers will be as set forth in Rule 3.6.1 below. When gas is diverted to serve firm sales service classifications, payments made by the Company will be recovered through the Monthly Cost of Gas in accordance with Rule 17.3 or an equivalent mechanism, subject to Commission review.

**3.6.1 Compensation for Diverted Gas:**

Compensation to (1) Marketers of non-core customers or (2) direct customers for gas diverted to supply the needs of core customers will be at the (Daily Cashout Rate as described on Leaf 119 and Leaf 119.1).

If the Marketer or Direct Customer can demonstrate, to the Company's satisfaction, that a customer's contract with the Marketer specifies a price higher than the applicable market price, as defined above, the Marketer will be compensated at the contract price.

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#### 3. PRIORITY OF SERVICE: (continued)

- 3.6.2 Curtailment will be designed to meet the needs of core customers first, regardless of whether the core customers are sales or transportation customers.

Curtailment will proceed through the 9 priorities in paragraph 3.6.3 below starting with Priority 1, irrespective of whether the affected customer is purchasing supplies from the Company or from a Marketer and irrespective of any curtailment plan submitted by the Marketer to the Company. The affected customer will be required to curtail after not less than two hours notice by telephone or otherwise. The Company will notify customers when curtailment of consumption is no longer required.

During a period of curtailment, Marketers or affected Transportation Customers will be required to maintain city gate deliveries of gas at the direction of the Company, subject to qualified upstream force majeure interruptions or curtailment preventing Marketers' ability to secure and deliver such supplies. Marketers or affected Transportation Customers will be obligated to continue to deliver or cause to be delivered, the quantities of gas that were nominated or scheduled for delivery at the time of the notice of curtailment. Such quantities shall continue to be delivered until notified by the Company otherwise. The cost of supplies purchased by the Company for the purposes hereunder shall be recovered as a gas cost under Rule 17.3.

- 3.6.2.1 Curtailment Priorities 1-9 will be curtailed on either a prorated or size basis at the sole discretion of the Company.

- 3.6.2.2 The Company will implement a curtailment only as a last resort, after other available options have failed. Such options may include mutual aid, contractual and other non-curtailment supply management tools, Operational Flow Orders, interruption of contractually-interruptible load, and supply acquisition shall be utilized before a LDC declares a curtailment.

- 3.6.2.3 As circumstances permit, the Company will initially seek voluntary curtailments to alleviate an emergency situation.

- 3.6.2.4 Economic considerations shall not be the basis for a curtailment.

- 3.6.2.5 Curtailments shall be limited in scope and duration as necessary to alleviate an emergency.

- 3.6.2.6 Curtailments shall be localized to the extent possible.

- 3.6.3 Order of Curtailment:

- 3.6.3.1 Priority 1 – Interruptible industrial and commercial customers taking service under Service Classification No. 6.

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#### 3. PRIORITY OF SERVICE: (continued)

- 3.6.3.2 Priority 2 – Customers taking negotiated transportation service under Service Classification No. 9 to the extent permitted by the customer's contracts and Customers taking transportation service for dual fuel electric generators under Service Classification No. 14 to the extent permitted by the terms of the Service Class.
- 3.6.3.3 Priority 3 – Firm industrial and commercial boiler fuel use of 3000 or more Dt/Day which has alternate fuel capability.
- 3.6.3.4 Priority 4 – Firm industrial and commercial boiler fuel use of more than 1500 but less than 3000 Dt/Day which has alternate fuel capability.
- 3.6.3.5 Priority 5 – Firm industrial and commercial boiler fuel use of more than 1500 Dt/Day without alternate fuel capability.
- 3.6.3.6 Priority 6 – Firm industrial and commercial boiler fuel use of 1500 or less Dt/Day.
- 3.6.3.7 Priority 7 – Firm industrial and commercial non-boiler fuel use not included in Priorities 3 & 4 above.
- 3.6.3.8 Priority 8 - Firm industrial and commercial use whose aggregate industrial or commercial use is 300 Dt/Day or less. Firm industrial process and feedstock requirements, and plant protection use.
- 3.6.3.9 Priority 9 - Residential Requirements.

#### 3.7 Communication:

- 3.7.1 The Company shall provide periodic updates to Marketers and curtailed customers so that they can plan accordingly.
- 3.7.2 The Company shall notify the Director of the Office of Electric, Gas and Water of the New York State Department of Public Service when a curtailment is declared and when the situation returns to normal.
- 3.7.3 Failure of the Company to adhere to one or more of the above criteria is not a basis for Marketers or Direct Customers not to comply with requirements of the curtailment, but may provide the basis for a complaint to the Commission regarding the LDC's behavior.
- 3.7.4 If, during a curtailment period, the Company is aware of Marketers or Direct Customers that are not responding to the required actions, it shall make all reasonable efforts to inform the non-responding Marketers and Direct Customers that required actions are not being taken. Lack of such notice shall not relieve any Marketer or Direct Customer of its obligations.

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### 3. PRIORITY OF SERVICE: (continued)

3.8 For the purposes of Rule 3.6, the following definitions shall apply:

3.8.1 Residential customers shall include any buildings heated solely by gas where persons reside, including apartment houses, prisons, dormitories, nursing homes, hospitals, or residential hotels.

3.8.2 Industrial customers shall include all customers who utilize gas, including utilization for space heating, for the manufacture or processing of goods and materials.

### 4. LIMITATION OF THE SERVICE OFFER:

4.1 Denial of Service:

4.1.1 Residential Applicants, as Defined in Rule 1.1, Definitions:

4.1.1.1 The Company reserves the right to deny or refuse to supply gas service to a residential applicant who is indebted to the Company for residential service provided to a prior account in their name, unless one of the following qualifications are met:

4.1.1.1.1 The applicant makes full payment of the arrears for the residential service provided to any such prior account in their name; or

4.1.1.1.2 The applicant has pending a billing dispute with the Company or the Public Service Commission with respect to any amounts due for service to a prior account in their name; or

4.1.1.1.3 The applicant has paid any amounts required by the settlement of a billing dispute relating to a prior account in their name; or

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### 4. LIMITATION OF THE SERVICE OFFER: (continued)

- 4.1.1.1.4 The applicant is a recipient of or an applicant for public assistance, supplemental security income benefits or additional state payments pursuant to the Social Services Law, and the Company receives from an official of the Social Services District in which the applicant resides, or is notified by such an official that the account in the applicant's name together with a guarantee of future payments to the extent authorized by the Social Services Law; or
  - 4.1.1.1.5 The Commission or its authorized designee directs the Company to provide service; or
  - 4.1.1.1.6 The applicant agrees to make payments under a deferred payment agreement of any amounts due for service to a prior account in their name. In negotiating the deferred payment agreement with the Company, the applicant may be required to make a reasonable down payment based on their financial circumstances, not to exceed one-half of the amount in arrears or three months of average billing, whichever is less. The payments required under the deferred payment agreement would be in reasonable amounts based on the applicant's financial circumstances, on a weekly or monthly payment basis. After receiving service, the customer can renegotiate the payment agreement with the Company if the customer can demonstrate that their financial circumstances have changed because of conditions beyond the customer's control.
- 4.1.1.2 When the Company denies service to a residential applicant, the Company shall send a written notice to the applicant which states the reason or reasons for the denial, specifies precisely what the applicant must do to qualify for service, and advises the applicant of their right to an investigation and review of the denial by the Commission or its authorized designees if the applicant considers the denial to be without justification. The Company shall send the written notice to the applicant within three (3) business days of receipt of the application for service. When the written notice is sent by mail, the Company shall make a reasonable effort to provide immediate oral notice to the applicant.



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### 4. LIMITATION OF SERVICE OFFER: (continued)

#### 4.1.2 Non-Residential Applicants:

4.1.2.1 The Company reserves the right to deny or refuse to supply gas service to a non-residential applicant who has failed to comply with any lawful prerequisite to becoming a customer of the Company. Such prerequisites are detailed in Rule 2.2.

4.1.2.2 The Company shall deny service only by 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 for service.

4.1.2.3 The written notice of denial shall state the reason(s) for the denial, specify what the applicant must do to qualify for service, advise the applicant of the right to an investigation 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.

4.1.2.4 The Company shall advise any applicant who submits an incomplete application, in writing and within 3 business days after receipt of the application of the information and/or documents that must be submitted in order for the application to be considered complete. Such notice shall not itself be considered a denial of the application for service.

4.1.2.5 The Company shall maintain, for a period of not less than one year, service applications that are denied and the Company's written notice of denial.

4.2 Gas Service will be supplied by Company subject to the provisions or orders, amendments and interpretations thereof of any governmental body having authority or jurisdiction over such service, notwithstanding anything to the contrary in the rules and regulations and the terms and conditions of service as set forth in Company's rate schedules.

4.3 Applicant should inquire of Company as to arrangements for and as to exact character of service available before proceeding with installation of piping or ordering of gas equipment.

4.4 Company does not guarantee against variation in pressure or heat value of gas.

4.5 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 shall fail from causes beyond Company's control or because of the ordinary negligence of Company, its employees, servants or agents, Company will not be liable therefore. See Rule 3. The provision of Credits and Reimbursements made available to eligible customers pursuant to Rule 24 as required by law are recognized as an exception, but does not constitute an admission of liability.

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### 4. LIMITATION OF SERVICE OFFER: (continued)

- 4.5.1 Except for the payment of bills already due, neither the Company nor the customer shall be liable for damages, including the payment of minimum billing amounts, for interruptions of service caused by an act of God, windstorm, flood, fire, public enemy, governmental interference, explosion or any other cause whether of the kind here enumerated, or otherwise not reasonably within the control of the Company or customer. Prompt notice shall be given by the party claiming relief under this provision of the nature and duration of the event leading to such a claim.
- 4.6 Neither by inspection, if any, nor non-rejection, nor in any way, does Company give any warranty, expressed or implied, as to the adequacy, safety or other characteristics of any structures, equipment, pipes, appliances or devices owned, installed or maintained by customer or leased by customer from third parties.
- 4.7 Company will not be liable for any injury, casualty or damage resulting in any way from the supply or use of gas or from the presence or operation of Company's structures, equipment, pipes, appliances, wires or devices on customer's premises, except injuries or damages resulting from the negligence of Company.
- 4.8 The Company may, without liability therefore, interrupt or curtail service to any customer or customers if an emergency may threaten the health or safety of a person, a surrounding area, the Company's generation, transportation or distribution systems if, in its sole judgment, such action will prevent or alleviate the emergency condition, or, in the case of non-residential customers, if there is a need to make permanent or temporary repairs, changes or improvements in any part of the system, or there is a governmental order or directive requiring the Company to do so.
  - 4.8.1 The Company shall, to the extent reasonably feasible under the circumstances, provide advance notice to those whose non-residential service will be interrupted for any of the above reasons.
  - 4.8.2 The Company shall act promptly to restore non-residential service as soon as possible after disconnection under this section, 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 16 NYCRR, Parts 11, 12 and 13.

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### 4.LIMITATION OF SERVICE OFFER: (continued)

#### 4.9 Selection of Service Classification:

4.9.1 The Company will endeavor to assist a customer in the selection of the available service which may be most favorable to their requirements, but does not make any warranty, expressed or implied, as to the rates, classifications or provisions favorable to the present or future service requirements of the customer.

4.10 The Company requires compliance with appropriate minimum insulation standards for all applications for gas service for new dwellings and any conversions of existing dwellings to gas space heating, as follows:

#### 4.10.1 Definitions:

4.10.1.1 "Dwelling" - A building designed or used as a living unit for one or more families. For the purposes of this standard, mobile homes shall not be considered dwellings.

4.10.1.2 "Historic Building" - Any building or structure designated historically significant by the state or local governing body or listed (or determined by the Secretary of the Interior to be eligible to be listed) in "The National Register of Historic Places."

#### 4.10.2 Minimum Standards for New Dwellings:

##### 4.10.2.1 Applicability and Compliance:

4.10.2.1.1 All new dwellings in the State of New York for which an application for a building permit was made and plans were filed on or after January 1, 1979, and all new dwellings within the state for which construction was begun on or after January 1, 1979, will not be eligible for gas service unless the dwellings comply with the New York State Energy Conservation Construction Code. Compliance with this Code will be satisfied under any of the following circumstances:

4.10.2.1.1.1 A building permit is obtained for the dwelling from a building code authority or similar authority empowered by local law to issue building permits; or,

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4.10.2.1.1.2 An affirmation is given by the contractor or builder on a Certificate of Compliance that the Construction of the dwelling will comply with the State Energy Conservation Construction Code within 30 days after occupancy; or,

4.10.2.1.1.3 A modification or variance from the requirements of the State Energy Conservation Construction Code is issued by the State Board of Review as constituted pursuant to the Executive Law.

4.10.2.1.2 For any dwelling constructed after April 1, 1977, but before January 1, 1979, gas service will not be provided without compliance with the Company's minimum insulation standards which were in effect in this time period.

#### 4.10.2.2 Waivers:

For any dwelling subject to the requirements of Rule 4.10.2.1, a waiver from these requirements may be granted by:

4.10.2.2.1 The Company when the overall heat loss for the building envelope does not exceed the total heat loss which would result from conformance to the individual requirements. The heat loss calculation shall be certified by a licensed engineer or architect.

4.10.2.2.2 The Company, if the applicant for service can establish through two estimates, one of which may be a Company audit, that the purchase price and installation charge (excluding financing charge) will be greater than seven times the anticipated annual savings to be obtained. The annual savings will be based on the present cost of the fuel currently used in the dwelling.

4.10.2.2.3 The Public Service Commission for just cause, in unusual circumstances, if the applicant for gas service has been denied of a waiver pursuant to subsections 4.10.2.2.1 or 4.10.2.2.2 of Rule 4.10.2.2.

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### 4. LIMITATION OF SERVICE OFFER: (continued)

4.10.2.2.4 Copies of waivers granted or denied by the Company shall be made available to the Commission. Each applicant that has been denied a waiver shall be promptly informed by the Company of the right to appeal to the Commission.

#### 4.10.2.3 Certificate of Compliance:

4.10.2.3.1 A Certificate of Compliance shall be used in all areas of the state where no local authority exists to assure compliance with the insulation requirements of the State Energy Conservation Construction Code. The Certificate of Compliance pursuant to Rule 3 of P.S.C. No. 220 Electricity will be used for this purpose.

4.10.2.3.2 Each Certificate of Compliance shall be signed by a builder or contractor. The owner of the structure shall receive a copy of the Certificate.

#### 4.10.2.4 Compliance Procedures:

4.10.2.4.1 In areas where there is no local building code authority, upon a complaint by a dwelling owner or tenant concerning non-compliance with the provisions of Rule 4.10.2.1, the Company will perform an on-site inspection to determine conformance with the standards concerning roofs, walls, foundation walls, floors, windows and doors. The result of this inspection will be provided in writing to the owner (and tenant where applicable) of the residential building.

4.10.2.4.2 Whenever the Company finds, as a result of such inspection in subsection 4.10.2.4.1 or notification by the local building code authority, more than one outstanding complaint against any contractor wherein a dwelling constructed by such contractor or builder was found to be in non-compliance with the applicable standards, the Company shall refuse to provide gas service to any construction site of that contractor or builder until all existing violations are corrected. The Company shall undertake random inspections of future construction work of a past non-complying contractor or builder until such time as the Company is satisfied that the applicable standards are being met. The Company may charge the builder or contractor a reasonable inspection fee for each residential structure inspected.

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### 4. LIMITATION OF SERVICE OFFER: (continued)

#### 4.10.2.5 Penalties for Non-Compliance:

4.10.2.5.1 In the event that the Company finds that any dwelling fails to comply with Rules 4.10.2.1.1 and 4.10.2.1.2, the Company shall impose a 25 percent surcharge on the Company's total bill for electric and/or gas services until such violations are corrected.

4.10.2.5.2 The effective date of the surcharge rate shall be:

4.10.2.5.2.1 Immediately after notice, in the event the owner is directly responsible for the non-compliance.

4.10.2.5.2.2 Ninety days after notice, in the event the owner has not contributed to the deficiencies. No surcharge shall be applied if the owner brings the building into compliance within the ninety-day period.

4.10.2.5.3 In the event the owner is not billed for the Company's services, no surcharge will be applied to the bills of the non-owner occupants of the dwelling. After notification to the owner that the building is not in compliance, a surcharge will be billed to the owner. The surcharge will be 25 percent of the Company's total bills for the dwelling that is not in compliance. In the event that circumstances prevent collecting the surcharge from the owner of the non-complying building, the Company may refuse future connections for service to new tenants in the dwelling until it is brought into compliance. If the owner is an occupant of the building, but is not billed for the Company's service, the surcharge will be imposed on the bill for service to the unit occupied by the owner.

#### 4.10.3 Minimum Insulation Standards for Existing Dwellings Converting to Gas Space Heating:

##### 4.10.3.1 Applicability and Conditions:

An existing dwelling will not be supplied with gas service for the purpose of converting to gas space heating unless:

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- 4.10.3.1.1 The roof/ceiling has at least six inches of insulation or insulation with an R value of 19 or greater, and
- 4.10.3.1.2 The dwelling has storm windows or thermal windows with multiple glazing, and
- 4.10.3.1.3 The entrances have storm doors or thermal doors.
- 4.10.3.2 Waivers:
  - 4.10.3.2.1 The Company may waive the requirements in Rule 4.10.3.1 where:
    - 4.10.3.2.1.1 The applicant for service can establish through two estimates, one of which may be a Company audit, that the purchase price and installation charge (excluding financing charges) will be greater than seven times the anticipated annual savings to be obtained. The annual savings will be based on the present cost of fuel currently used in the building.
    - 4.10.3.2.1.2 The dwelling is a historic building.
    - 4.10.3.2.1.3 Other measures have been taken so that the overall heat loss for the building envelope does not exceed the total heat loss which would result from conformance with the minimum requirements of Rule 4.10.3.1. Such a heat loss calculation must be certified by a licensed engineer or architect.
  - 4.10.3.2.2 In the case of a dwelling having a flat roof, compliance with the roof insulation standard will not be required if four or more inches of insulation are already in place or if insulation can be installed only by means of cutting an opening in the roof.

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### 4. LIMITATION OF SERVICE OFFER: (continued)

4.10.3.2.3 In the case of a dwelling having six or more stories, storm windows will not be required as long as the Company certifies that the dwelling's windows are caulked and weather-stripped. This certification shall be made in writing to the Commission. For dwellings having less than six stories, a storm window will not be required on any window opening onto a fire escape.

4.10.3.2.4 Copies of waivers granted or denied by the Company shall be made available to the Commission. Each applicant that has been denied a waiver shall be promptly informed by the Company of the right to appeal to the Commission.

4.10.3.2.5 The Commission may grant a waiver of the requirements of Rule 4.10.3.1 for just cause in unusual circumstances if the applicant for gas service has been denied a waiver pursuant to subsection 4.10.3.2.1 of Rule 4.10.3.2.

#### 4.10.3.3 Certificate of Compliance:

4.10.3.3.1 A dwelling's compliance with Rule 4.10.3.1 shall be certified either by the owner, a contractor of the owner's choice who has inspected the building or a Company representative who has inspected the building at the owner's request.

4.10.3.3.2 The Company will provide the Certificate of Compliance to the applicant at the time of application for service, so that the applicant will be apprised of the requirements for service and the methods by which compliance can be certified.

#### 4.10.3.4 Penalties for Non-Compliance:

4.10.3.4.1 The Company shall impose a 25 percent surcharge on the customer's total bill for electric and/or gas service to any dwelling which has been converted to gas space heating and which does not comply with the standards set forth in Rule 4.10.3.1.

4.10.3.4.2 The effective date of the surcharge rate shall be:

4.10.3.4.2.1 Immediately after notice, in the event the owner has not contributed to the deficiencies. No surcharge shall be applied if the owner brings the building into compliance within ninety days.



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**GENERAL INFORMATION****4.LIMITATION OF SERVICE OFFER: (continued)**

4.10.3.4.2 Ninety days after notice, in the event the owner has not contributed to the deficiencies. No surcharge shall be applied if the owner brings the building into compliance within ninety days.

4.10.3.4.3 In the event the owner is not billed for the Company's services, no surcharges will be applied to the bills of the non-owner occupants of the dwelling. After notification to the owner that the building is not in compliance, a surcharge will be billed to the owner. The surcharge will be 25 percent of the Company's total gas bills for the building that is not in compliance. In the event that circumstances prevent collecting the surcharge amount from the owner of the non-complying building, the Company may refuse future connections for service to new tenants in the dwelling until it is brought into compliance. If the owner is an occupant of the dwelling but is not billed for any services, the surcharge will be imposed on the bill for services to the unit occupied by the owner.

**4.11 Customer Consent to Contact**

4.11.1 By accepting gas service from the Company pursuant to the terms of this tariff, Customer hereby expressly consents to receive autodialed and prerecorded/automated calls and texts (collectively, "calls", closely related to the utility service, unless the Customer opts out as described below. Such calls shall be limited to calls that warn/inform Customer about planned or unplanned service outages; provide updates about service outages or service restoration; ask for confirmation of service restoration or information about lack of service; provide notification of meter work, or other field work that affects your utility service; notify Customers of possible eligibility for subsidized or lower-cost services due to certain qualifiers such as, e.g., age, low income or disability; or relate to handling, servicing, and billing for Customer's account. Calls may include contact from companies working on the Company's behalf to service Customer's account. Message and Data rates may apply. Customer may stop these types of messages by replying STOP in response to a text message, or by contacting the Company to request removal of their phone number using the following:

Call Customer Service (1-800-642-4272)  
via email to [optout@nationalgrid.com](mailto:optout@nationalgrid.com)  
via regular mail to the following address: National Grid, Attn: Customer Care, 300 Erie Boulevard West, Syracuse, NY 13202

**4.12 Safety Related Service Calls**

4.12.1 At the request of the customer, the Company will provide service for safety related calls free of charge. Such service includes responding to calls concerning gas leaks and the smell of gas odor.

Neither by inspection nor non-rejection, nor in any other way, does the company give any warranty, express or implied, as to the adequacy, safety or other characteristic of any structure, equipment, wires, pipes, appliances or devices owned, installed, or maintained by the customer, or leased by the customer from third parties

Issued By: Rudolph L. Wynter, President, Syracuse, New York

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### 4. LIMITATION OF SERVICE OFFER: (continued)

- 4.13 Pursuant to the Commission's *Order Addressing Integrated Energy Data Resource Matters* issued and effective October 13, 2023 in Case 20-M-0082, the Company is required to transfer Customer Data Sets ("Data Sets") to the State's Integrated Energy Data Resource ("IEDR") platform as defined in the Commission's *Order Adopting a Data Access Framework and Establishing Further Process* issued and effective April 15, 2021 in Case 20-M-0082. The Data Sets are comprised of the Customer Energy Usage Data Set, Customer Contact Data Set, and Customer Billing Data Set. Although the Data Sets could include non-anonymized and non-aggregated customer-specific data, no highly confidential personal information, such as social security number or banking information, will be made available or included in the Data Sets. Once the Company transfers data to the IEDR platform, the Company is not liable for any improper access or sharing of the Data Sets. to any person or entity, originating from or caused by a third party through the IEDR Administrator, its agents, contractors, or users. Consistent with the Commission's policies regarding data ownership, this data is owned by the customer, not the Company.

### 5. CUSTOMER USE OF SERVICE:

- 5.1 Subject to Rule 5.1.1, customer shall provide all piping on customer's premises except piping required for service lines, meter and regulator installations. Company is not responsible for the adequacy or safety of customer's equipment or piping beyond the end of the service line. The Company reserves the right to discontinue service whenever customer fails to maintain such equipment and piping in a safe and adequate condition or fails to utilize gas in such a manner as to avoid interference with the service furnished by Company to other customers.
- 5.1.1 Customers will be required to provide piping for service line installations, in excess of the portion provided by the Company as set forth in Rule 10.1, if the customer elects to install a portion of the service line in compliance with all provisions of Rule 11.7 of the General Information Section of this schedule.

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### 5. CUSTOMER USE OF SERVICE: (continued)

- 5.2 Customer shall give Company reasonable advance notice, preferably in writing, of any proposed increase in service required, setting forth in such notice the amount, character and expected duration of time the increased service will be required. If such increase in load necessitates added or enlarged facilities (other than metering equipment), Company may require customer to make a reasonable contribution to the cost of adding or enlarging the facilities whenever customer fails to give assurance, satisfactory to Company, that the taking of the increased service shall be of sufficient duration to render the supply thereof reasonably compensatory to Company. Customer or Company may apply to the Public Service commission for a ruling as to the necessity for and reasonableness of the contribution required.

### 6. TEMPORARY SERVICE:

- 6.1 Temporary service is non-recurring service intended to be used for a short time only, or 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. Temporary service may include the installation of any extension, service line, setting meters or other extra work by Company. For temporary service the entire cost of making the connection and removing same is to be paid for by customer. Payment may be required in advance. Temporary service will be furnished under the applicable service classification without term limitation.

### 7. RESALE, REMETERING OR SUBMETERING:

- 7.1 Gas service will not be supplied or transported 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 their tenants or for the use of other occupants of their 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 service to their tenants. 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.

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### 8. ACCESS TO PREMISES:

- 8.1 In accepting service, customer grants to identified Company employees and agents the right to access to customer's premises or other location supplied with service by the utility, at all reasonable times for such purposes as the reading of meters, inspection and examination of meters, pipes, fittings, appliances, regulators or installing, operating, maintaining, disconnecting and removing any or all of the property belonging to the Company. Company may discontinue service if access to its meters or other equipment is unreasonably refused, or if access is obstructed or hazardous provided Company has complied with applicable provisions of 16 NYCRR, Parts 11, 12 and 13.
- 8.2 In the case of non-residential customers receiving service, 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 a reasonable customer request, issuance of a field inspection order in accordance with an automatic utility bill review program, notification from any reasonable source that service may not be correctly metered or a directive by the P.S.C. or its authorized designee.
- 8.3 The Company may bill a \$100 penalty charge to a Customer or Access Controller who, at any time, directly or indirectly prevents or hinders a duly authorized employee or agent of the Company from entering the building or location, or from making an inspection or examination, at any reasonable time. The penalty may be billed for each such offense as provided in Section 65 (9) (b) of the Public Service Law.
  - 8.3.1 The \$100 penalty will be assessed on the customer's or Access Controller's bill following two missed appointments or after one refusal of access for the purpose of performing required leakage surveys and atmospheric corrosion inspections.
  - 8.3.2 If the Customer or Access Controller remits payment of this \$100 penalty but access is continued to be refused:
    - a. the Company will notify the NYS PSC Department Office of Consumer Services;
    - b. the Customer will be given 15 days' notice of termination; and
    - c. the Form of Notice that will be presented to the Customer is contained on Leaf 50.1.
  - 8.3.3 If the \$100 penalty is assessed and it is not paid, regular termination procedures for non-payment will apply.
  - 8.3.4 If service is disconnected in accordance with Sections 8.3.2 or 8.3.3, the Company may require completion of any required inspection before reconnecting service.

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#### 8..3.5 Form of Notice:

### NOTICE OF TERMINATION FOR REFUSAL OF ACCESS

#### Leakage Surveys and Atmospheric Corrosion Inspections

Dear Customer or Access Controller for the meter related to Account No. \_\_\_\_\_:

National Grid is required by New York State law to perform periodic leakage survey and atmospheric corrosion inspections of the gas meter and its associated piping that are located inside your home or business. You were recently charged a \$100 fine on your gas bill for failing to provide access to allow National Grid to perform the required inspection. On [DATE], the Company attempted to gain access again but was not successful.

This notice is to inform you that your natural gas service will be terminated in 15 days unless access is granted. In order to avoid termination, please contact National Grid at 1-800-642-4272 Monday – Friday 7:00 a.m. – 7:00 p.m. to schedule the inspection. If you do not contact us to schedule an appointment within 15 days of this notice, your gas service will be terminated. If an appointment is made and not kept, your service will be terminated 15 days from the date of the missed appointment.

If your service is terminated pursuant to this notice, service may not be reconnected until the required inspection is completed.

If you do not control access to the meter, please notify Customer Service and provide us with the contact information of the person who controls access.

A copy of this notice is being provided to the NYS Public Service Commission – Office of Consumer Services.

### 9. DISCONTINUANCE AND COMPLAINT PROCEDURES AND THE WITHHOLDING OF SERVICE:

- 9.1 Company may discontinue the supply of gas for non-payment of bills rendered for service or for failure to post a required deposit when Company has complied with:

#### 9.1.1 Non-Residential Customers:

- 9.1.1.1 The procedure and form of notice required by Part 13, 16 NYCRR provided that there will be no discontinuance of service until at least eight (8) days after the mailing of the final notice of termination, five (5) days if notice has been personally served upon the customer.

#### 9.1.2 Residential Customers:

- 9.1.2.1 The procedures and form of notice required by 16 NYCRR Parts 11 and 12, provided that there will be no discontinuance of service until at least fifteen (15) days after the mailing of the final notice of termination.

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### 9. DISCONTINUANCE AND COMPLAINT PROCEDURES AND THE WITHHOLDING OF SERVICE: (continued)

#### 9.1.3 Multiple Dwelling Customers:

9.1.3.1 Where service is to an entire multiple dwelling (as defined in the Multiple Dwelling Law or Multiple Resident Law), the procedures and form of notice required by 16 NYCRR, Part 11.7, provided that there will be no discontinuance of service until at least eighteen (18) days after the mailing and posting of the appropriate notices.

9.1.4 Copies of the Company's discontinuance of service and complaint handling procedures along with the provisions contained in Parts 11, 12 and 13, 16 NYCRR, are available for inspection at Company offices where applications for service may be made in person.

9.2 Any complaint filed with the Company regarding disputed bills, charges or deposits will be promptly investigated in accordance with the procedures and form of notice required by Public Service Commission rules contained in Part 275 - Notice of Discontinuance and Complaint Procedures, of Subchapter D - Rates and Charges of Chapter III of Title 16 of the New York Code of Rules and Regulations, Sections 275.8 and 275.9.

9.2.1 Company may discontinue service to a customer who has disputed a bill or deposit when Company has complied with said Commission rules.

9.2.2 Copies of Company's Notice of Discontinuance and Complaint Handling Procedures and form of notice are on file with the Commission and are available to the public upon request at Company offices where applications for service are received.

9.3 In addition to the provisions of the Service Classifications as to the term of their respective agreements for service, the Company reserves the right to withhold service or to discontinue service or terminate any agreement therefore, in such manner as may be permitted by law under the circumstances, if the customer at any time refuses or fails to make application and agreement for service as provided by this rate schedule or defaults in the payment of a bill rendered for service, or if the customer refuses or fails to comply with any applicable provision, rule, regulation, term or condition of this rate schedule, or with any applicable law or order of the Public Service Commission or other authorities having jurisdiction, or if the customer's installation or parts thereof is deemed by the Company to be unsafe, inadequate or unsuitable for receiving the Company's service, or to interfere with or impair the continuity or quality of the Company's service to the customer or to others, or if changes at customer's premises cause Company's facilities to become unsafe, inadequate or unsuitable.

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### 9. DISCONTINUANCE AND COMPLAINT PROCEDURES AND THE WITHHOLDING OF SERVICE: (continued)

- 9.4 If any pipe or other contrivance is connected upon customer's premises with any pipe used for supplying gas to customer in such a manner that customer takes gas under such circumstances that a meter provided by Company for the purpose does not register the quantity consumed or if any meter or other instrument installed upon customer's premises for measuring the quantity of gas consumed is wrongfully obstructed, altered, injured or prevented from functioning, or if any fraud upon Company shall be practiced upon customer's premises, Company may, at any time, without notice, discontinue the supply of gas to the residential customer and remove its meter or meters, apparatus and pipes provided the Company has complied with all applicable provisions of 16 NYCRR, Parts 11, 12 and 13. In the case of non-residential customers, prior to discontinuing service, the Company must:
- 9.4.1 Have 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.
  - 9.4.2 Have rendered a written unmetered service bill.
  - 9.4.3 Have made reasonable efforts to provide to a person in charge of the premises both the written unmetered service bill and oral notice of the conditions, if any, under which the Company 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.
  - 9.4.4 Have not received the required payment.
- 9.5 When the supply of gas has been discontinued for any of the reasons set forth in this Rule 9, the Company is obligated to reconnect terminated service within 24 hours, unless prevented by circumstances beyond the Company's control or unless a customer requests otherwise, in the following situations:
- 9.5.1 Receipt by Company of the full amount of arrears and/or a security deposit for which service was terminated, and, in the case of non-residential customers, any other tariff charges billed after the issuance of the termination notice which are in arrears at the time reconnection is requested.
  - 9.5.2 Agreement by the Company and the customer on a deferred payment plan and the payment of a downpayment, if required, under that plan.
  - 9.5.3 Company shall reconnect service that has been terminated within 24 hours after the direction of the Commission or its designee. In the case of non-residential service, such direction may occur only where the termination was in error, or the customer has filed a complaint with the Commission and has either paid in full the undisputed amount or has entered into a deferred payment agreement and has paid the required down-payment.

Issued By: William F. Edwards, President, Syracuse, New York

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### 9. DISCONTINUANCE AND COMPLAINT PROCEDURES AND THE WITHHOLDING OF SERVICE: (continued)

- 9.5.4 Upon 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 residential customer resides.
- 9.5.5 Where the Company has notice that serious impairment to health or safety is likely to result if residential service is not reconnected.
- 9.5.6 The Company shall reconnect service that has been terminated solely for failure to provide access within 24 hours of the non-residential customer's request for reconnection, provided the customer has allowed access and has made a reasonable arrangement for future access.
- 9.5.7 The Company shall reconnect non-residential 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.
- 9.5.8 The Company shall reconnect non-residential 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 9.5.1, 9.5.6 and 9.5.7 of this section.
- 9.5.9 Whenever circumstances beyond the Company's control, as set forth in 2.1.4.2 prevent reconnection of service within 24 hours in any of the events specified in Section 9, service shall be reconnected within 24 hours after those circumstances cease to exist.

### 10. EXTENSION OF MAINS:

- 10.1 The Company will extend its gas main facilities at no charge under the following conditions:
  - 10.1.1 The Company shall have received a written application for gas sales or transportation service, on the prescribed forms, from the owner or occupant of any property abutting on or having access to any such public or private right-of-way and
  - 10.1.2 The governmental authority having jurisdiction will permit the Company to install and maintain facilities, and
  - 10.1.3 That said applicant shall first have assured Company that they will be a reasonably permanent customer.

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### 10. EXTENSION OF MAINS: (continued)

#### 10.1.4 Residential Applicant – Non-Heating:

If an applicant requests residential non-heating service, the Company shall furnish, place and construct all mains, service lines, service connections and appurtenant facilities necessary to render the service requested. The cost and expense which the Company must bear shall include:

10.1.4.1 The material and installation costs relating to up to 100 feet of main and service line combined, 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.

10.1.4.1.1 The service line will be measured from the centerline of the public right-of-way (or the main, if it is closer to the customer and development will be limited to one side of the right-of-way for at least 10 years).

10.1.4.2 The amounts legally imposed by governmental authorities for obtaining required work permits and for repairing or replacing disturbed pavement.

#### 10.1.5 Residential Heating Applicant:

If an applicant requests residential heating service, the Company shall furnish, place and construct all mains, service lines, service connections and appurtenant facilities necessary to render the service requested. The cost and expense which the Company must bear shall include:

10.1.5.1 The material and installation costs relating to:

10.1.5.1.1 Up to 100 feet of main and appurtenant facilities, and

10.1.5.1.2 Up to 100 feet of service line measured from the centerline of the public right-of-way (or the main if it is closer to the customer and 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; and

10.1.5.2 The amounts legally imposed by governmental authorities for obtaining required work permits and for repairing or replacing disturbed pavement.

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### 10. EXTENSION OF MAINS: (continued)

#### 10.1.6 Non-Residential Applicant:

If an applicant requests service other than residential service, the Company shall furnish, place and construct all mains, service lines, service connections and appurtenant facilities necessary to render the service requested. The cost and expense which the Company must bear shall include:

10.1.6.1 The material and installation costs relating to:

10.1.6.1.1 Up to 100 feet of main and appurtenant facilities; and

10.1.6.1.2 Any service line, service connections and appurtenant facilities located in the public right-of-way; and

10.1.6.2 The amounts legally imposed by governmental authorities for obtaining required work permits and for repairing or replacing disturbed pavement.

10.1.7 Notwithstanding the foregoing, a customer may elect to furnish, place, and construct a portion of the required service line in accordance with Rule 11.5.

10.2 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 installations for service for the twelve months ended September 30 of the previous year, it may apply to the Commission for relief from so much of this Rule as it deems necessary in order to provide the service.

10.3 The applicant will be responsible for those costs associated with extending the gas main beyond the footage allowed in Rule 10.1. The applicant shall agree to pay Company the rates charged to customers under the appropriate service classifications and in addition:

10.3.1 A surcharge relating to mains and appurtenant facilities including return, depreciation, taxes and maintenance of 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.

10.3.1.1 The cost of such facilities includes 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). A main shall be considered to be high pressure when a governor is required to be installed between the service connection to the main and the customer's meter.

10.3.1.2 If the Company 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).

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### 10. EXTENSION OF MAINS: (continued)

- 10.3.1.3 If the estimated consumption of the proposed customer(s) requires the installation of a *larger-sized* main than in Section 10.3.1.1, the surcharge shall not exceed 20 percent per year of the actual reasonable cost of such main.
- 10.3.1 The surcharge shall be paid ratably for each billing period, provided that the surcharge shall begin when gas service is first available to the applicant and shall cease ten years from that date.
  - 10.3.2.1 Upon terminating service, customer shall pay the balance due on the surcharge for the first year if service has been taken for less than one year.
- 10.3.3 The surcharge shall be reduced by a credit computed annually. The credit shall be 50 percent of adjusted gas revenues, provided that the credit shall not exceed the amount of the surcharge as determined above.
- 10.3.4 Whenever more than one customer is connected to the extension, the surcharge shall be so adjusted that the Company shall not receive in any one calendar year more than the percentage applicable to said extension from all customers served from said extension and said surcharge shall be reasonably allocated to the several customers served from said extension, taking into account that portion of mains and appurtenant facilities which the Company is required to provide without charge to each customer served from such facilities.
- 10.3.5 Whenever the number of customers on a main extension multiplied by 100 feet shall equal or exceed the length of the main extension, or whenever the total adjusted gas revenue in each of any two (2) consecutive calendar years from all customers on the main extension equals or exceeds forty percent of the actual reasonable cost of said main extension, all surcharges shall cease; and no surcharge shall be imposed if the total estimated adjusted gas revenue in each of any two consecutive calendar years shall equal or exceed forty percent of the actual reasonable cost of the extension.
- 10.3.6 The customer must first have furnished reasonable security as to performance of their agreement if so required by Company.
- 10.3.7 In lieu of a surcharge, the applicant(s) may elect to make a cash contribution equal to the cost of the main extension in excess of the allowance provided in Rule 10.1 from the nearest main appropriate to the service requested, less the allowance from applying an estimated two years adjusted gas revenue.
  - 10.3.7.1 Whenever more than one customer is initially connected to the extension, the cash contribution shall be reasonably allocated to the several customers served from the extension.

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### 10. EXTENSION OF MAINS: (continued)

- 10.3.7.2 Should additional customers be connected to said main extension during the initial five year period from the date placed in service, a pro rata refund will be made for the cost of that additional portion of main extension which Company would have allowed without charge or surcharge.
- 10.3.8 Should the adjusted gas revenue from all customers served from a main extension exceed the carrying cost of the entire extension, any surcharges (or contributions) paid by such customers during the preceding five years will be refunded to such customers.
- 10.3.9 For gas applications for firm sales and firm transportation service of 25,700 Dt or more per year and all levels of interruptible sales and interruptible transportation, the Company will require that the cost of the main extension and system improvements, if required, be justified by adjusted gas revenues within a two (2) year period. In the event that actual adjusted gas revenues within a two (2) year period do not equal or exceed the cost of the facilities installed in excess of the allowance provided in Rule 10.1, the customer will be required to pay a contribution for the cost of the facilities not covered by adjusted gas revenues. If additional customers are connected to the facilities installed, the additional adjusted gas revenues generated by the additional customers will be considered for justification of the required facilities within the initial two (2) year period.
- 10.4 Whenever, at the request of a developer, owner or occupant, the Company installs a gas main prior to the time when service is required, said developer, owner or occupant shall bear the entire reasonable expense of providing, placing and constructing the gas main. When gas service is begun, the developer, owner or occupant shall be entitled to a refund equal to the cost of gas main provided by the Company in Rule 10.1 for each unit taking service. The total refund shall not exceed the total cost of the installation. Any monies unrefunded at the end of the five-year period subsequent to the installation of gas main facilities shall be retained by the Company.
  - 10.4.1 Upon mutual agreement of both Company and developer, a developer may post a bond or provide a letter of credit, as a guarantee of performance, in lieu of the refundable portion of the contribution required in Rule 10.4. This procedure would be applicable to that length of main allowed under Rule 10.1.
- 10.5 Furnishing of Rights-of-Way or Agreement to Pay Cost:
  - 10.5.1 The applicant or applicants shall execute and deliver to, and obtain for, the Company, free from cost, satisfactory permanent easements or rights-of-way insofar as the extension or subsequent addition thereto affects the property owned by the applicant, applicants, or others for placing and maintaining the extended main or service line.

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### 10. EXTENSION OF MAINS: (continued)

- 10.5.2 The Company shall not be obliged to commence construction of an extension of its system until the applicant or applicants to be served by such extension have obtained and delivered to the Company satisfactory permanent easements or rights -of-way agreements or have agreed to pay such cost as may be incurred by the Company if at the applicant's request, Company obtains such easements or rights-of-way. If the applicants request the Company to obtain such easements or rights -of-way, they shall furnish reasonable security as to performance of their agreement if so required by said Company.
- 10.6 When the Company elects to construct mains beyond the limits of a public right of way, which are used or useful for the supply of gas to two or more customers at two or more premises, such mains shall be provided, placed, constructed, and maintained in accordance with the terms applicable to mains in public rights of way, stated in Section 10.1 and 10.3.
- 10.7 The Company shall be solely responsible for the maintenance and replacement of all facilities placed within a public or private right-of-way used by the Company for supplying gas to customers; and if adequate maintenance requires the reconstruction or replacement of such facilities, said facilities shall be reconstructed or replaced by the Company.
- 10.8 An applicant for service to be supplied from an existing extension shall comply with the terms and provisions affecting compensation for and supply of service which are applicable to other customers served from such extension.
- 10.9 Whenever a previously constructed main extension to which a surcharge is applicable is further extended, the initial and subsequent extension will be considered as a unit and the surcharge will be redetermined for all customers and will be made applicable to each customer unless by so doing the surcharge for any customer on the previously constructed extension is increased, in which case each further main extension will be considered as a separate extension.

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### 11. SERVICE LINES:

- 11.1 The location of the service line, the metering equipment and the service entrance shall be designated by the Company in accordance with accepted industry practices. The property owner or applicant and the Company may agree to locate the meter outdoors in an accessible location in accordance with industry practices at the point where the Company's obligation to construct the service line at no charge to the customer ends. The length of the gas service line shall be determined by measurement along the route of the service line from the center line of the public right-of-way (or the main if it is close to the customer and development will be limited to one side of the right-of-way for at least ten years) to:
  - 11.1.1 The first accessible fitting inside the wall of a customer's building when the meter is located within the building; or
  - 11.1.2 The outlet of an outside meter when the piping continues into the structure above ground; or
  - 11.1.3 The point designated by the Company at the outside of the building foundation wall when the piping returns underground from an outside meter.
- 11.2 The Company shall, at Company expense, construct the minimum length of service line, as allowed in Rule 10.1, necessary to serve the customer as outlined in Rule 11.1.
- 11.3 The Company shall, at the expense of the property owner or applicant, construct that portion of the service line, which exceeds the portion that would be constructed by the Company at no charge, as defined in Rule 10.1, unless the customer elects to construct such excess portion in accordance with Rule 11.5. The expense to be paid by the property owner or applicant is further defined in Rules 11.3.1 through 11.3.5 below.
  - 11.3.1 Subject to Rule 11.3.2 below, charges to the property owner or applicant for the excess portion of service line shall be the reasonable cost to the Company.
  - 11.3.2 Whenever the Company must construct that portion of the service line which exceeds the allowances provided in Rule 10.1, the costs to the customer of the excess portion will be reduced by the adjusted gas revenues not used in the justification of a main extension. This provision is not applicable to residential non-heating customers.
  - 11.3.3 Whenever, the property owner or applicant and the Company agree to locate the meter at other than the point designated by the Company, the Company will construct the entire service line up to the new meter location and the property owner or applicant will be responsible for all costs of construction for that portion of the service line that is greater than the footage comprising the service line originally designated by the Company (the "Customer Segment"). The costs for the Customer Segment of the service line will not be reduced by any adjusted gas revenues.

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### 11. SERVICE LINES: (continued)

- 11.3.4 Whenever the property owner or applicant wants the service line to enter the building foundation wall below grade or at a point other than that designated by the Company, the property owner or applicant will be responsible for constructing and paying for the segment of service line beyond the outlet of the meter. The Company will inspect and verify that the work has been completed in accordance with accepted industry practices.
- 11.3.5 Whenever the property owner or applicant and the Company agree to locate the meter outdoors in an accessible location in accordance with industry practices at the point where the Company's obligations to construct the service line at no charge to the customer ends, the property owner or applicant will be responsible for constructing and paying for the segment of the service line beyond the outlet of the meter and such segment of service line shall be owned by the customer. The Company will inspect and verify that the work has been completed in accordance with accepted industry practices.
- 11.4 Whenever the Company installs service lines, service connections or appurtenant facilities at the request of an applicant (property owner, occupant or customer), through which gas deliveries are not immediately taken, said applicant shall bear the entire reasonable expense of providing, placing and constructing such facilities. If the applicant takes service within one year of the date the gas service was available or the date the customer requested the gas service, whichever was later, the applicant shall be entitled to a refund. The refund will include a) the portion of the expense that the Company is required to provide without charge as set forth in Rule 10.1 and b) the portion of the expense justified by adjusted gas revenues as provided in Rule 11.3.2. The refund will be reduced for depreciation at the rate of 3% per annum.
- 11.5 The Company may, at its sole discretion, allow the customer to construct that portion of the service line, which exceeds the portion that would be constructed by the Company at no charge as defined in Rule 10.1. The customer must agree in writing to certain requirements with respect to such construction including the following requirements set forth in Rules 11.5.1 through 11.5.7 below:
  - 11.5.1 Customer agrees to purchase materials and construct the service line in accordance with the written specifications provided by the Company. Customer will also provide written proof of qualification to join pipe when required by Company procedures.

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### 11. SERVICE LINES: (continued)

- 11.5.2 Company will determine the number of feet of service line to be installed by the Company at no charge in accordance with Rule 10.1 of this schedule.
- 11.5.3 Upon completion of the installation of the Company's portion of the service line as determined in Rule 11.5.2 above, the customer will install the customer portion of the service line to the building wall including the service riser, house bracket, and cap, all of which will be provided by the Company.
- 11.5.4 The Company will ensure by inspection, as necessary, that all construction and material specifications have been met by the customer and any deficiencies found on the portion of the service line constructed by the customer have been corrected by the customer before the customer's portion of the service line can be joined with the Company's portion and energized.
- 11.5.5 The Company will make the connection between the Company installed service line and the customer installed service line and perform any required tests needed to ensure the integrity of the entire service line.
- 11.5.6 The provisions set forth in 11.4 shall be applicable even if a portion of the service line was constructed by the customer.
- 11.5.7 Customer will convey title to the Company of any portion of the service line constructed by the customer for nominal consideration.
- 11.6 Once a service line has been activated, the Company shall maintain, replace, and reconstruct the service line which the Company installed or the customer has installed but is owned by the Company.
  - 11.6.1 When the customer has installed that portion of the service line from the outlet of the meter to the outside of the building foundation wall, the Company shall leak survey this portion of the service line and report deficiencies to the customer. When the deficiencies have been corrected by the customer, the Company will inspect and verify that the work has been completed in accordance with accepted industry practices.
- 11.7 Renewals of abandon service lines, or enlargements of existing service lines for the purpose of receiving additional service, shall be deemed new service lines and constructed in accordance with Rule 11.2.
- 11.8 The gas delivered to the customer shall be deemed to be in control and possession of the customer at the outlet fitting of the meter.
- 11.9 Whenever the customer constructs a portion of the service line, the customer will be responsible for any restoration associated with the customer installed portion of such service line.

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### 12. SERVICE EQUIPMENT:

- 12.1 Gas will be supplied to each building or premises through a single meter, except where, for reasons of Company economy, conditions on the Company's distribution system, improvements of service conditions, or volume of the customer's requirements, the Company elects to install more than one meter. The Company will furnish, install, connect and maintain such meter or meters as are necessary for metering gas for Company billing purposes. The Company shall also furnish and install, when deemed necessary by Company, the necessary regulating equipment to govern the pressure under which the gas is delivered. Customer shall provide a location on customer's premises suitable to Company for the installation of metering and regulating equipment, and shall be responsible for protection against theft, damage, or interference to Company's meters and to regulators or other equipment. If at any time after the installation of metering and regulating equipment conditions are changed so that their location becomes unsuitable, Company shall have right to move such equipment to a suitable new location at the expense of the customer or property owner. The cost of relocating metering or regulating equipment at the request of a property owner shall be borne by the property owner.
- 12.1.1 Meters installed in new residential dwelling units constructed after July 15, 1976, shall be installed outdoors in an accessible location whenever feasible.
- 12.1.2 The Company will require access to any meter, pursuant to Rule 8 and to the Transportation Corporations Law, in order to verify the accuracy of remote meter reading devices, dial card reading or telephone readings, at least once in every twelve month period. If the customer refuses this access, the Company may invoke the provisions as outlined in Rule 13.2.5.
- 12.2 Meters and gas pressure regulators furnished by the Company shall remain the property of Company and may be removed by Company at any time.
- 12.3 The Company will seal all meters before installation. Meter equipment shall be locked or service line plugged when service is shut off. No person, except a duly authorized employee of the Company, shall be permitted to break or replace a seal or lock, or to alter or change a meter or its connections or location, or to alter a gas pressure regulator.

### 13. METER READING:

#### 13.1 Interim Estimated Billing:

- 13.1.1 The Company will ordinarily schedule meters to be read monthly (approximately (30) days) or bimonthly (approximately (60) days). The Company will render bills monthly. Eligible customers may be billed according to the Company's Budget Billing Plan as set forth in Rule 15.7.6 or where meters are scheduled to be read bimonthly according to the following interim estimated billing method.

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### 13. METER READING: (continued)

- 13.1.2 The consumption for the first month of the bimonthly period shall be based on the customer's previous usage, adjusted for weather conditions. The consumption for the second month of the bimonthly period shall be determined by subtracting the first month's estimated consumption from the total actual consumption of the bimonthly 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 this Schedule.
- 13.1.3 In place of interim month estimated bills, the meter may be read by the customer and reported to the Company on or before the scheduled estimation date. If the reading is received by the Company on or before the scheduled estimation date, the bill will be computed using the customer reading instead of the estimate.
- 13.1.4 Customers may request that their meter be read on a date other than the Customer's regularly scheduled meter reading date. In cases where the customer has requested discontinuation of utility service, and has requested an actual meter read, the Company shall provide such a reading within 48 hours, provided that if circumstances beyond the control of the Company make an actual reading of the meter extremely difficult, the Company shall not be required to provide an actual meter reading. The fee for this service shall be \$20, exclusive of taxes. For customers with both gas and electric service from the Company at the same premise, the customer will only be assessed one \$20 fee. If the Customer has a meter that the Company can read without sending personnel to the Customer's premises (e.g., via advanced metering infrastructure), the Company shall not impose a meter reading fee for such customer.

### 13.2 Estimated Bills – Residential:

Should any meter or measuring device used under an agreement for service for any reason fail to register for any period of time the full usage of service by a customer, or if the actual usage of service cannot be obtained because of inability of Company to read a meter or measuring device on the scheduled read date, the usage of service by such customer may be estimated by Company on the basis of available data and the customer billed accordingly.

- 13.2.1 Estimated bills may be routinely sent to the customer for a period of four months.
- 13.2.2 If no actual reading is obtained after the aforementioned period, the Company shall take reasonable actions to obtain an actual meter reading. Such actions may include but are not limited to:
  - 13.2.2.1 Making an appointment with the Access Controller for the reading at a time to include times other than during normal business hours; or
  - 13.2.2.2 Offering the Access Controller the opportunity to phone in meter readings; or
  - 13.2.2.3 Providing cards to the Access Controller on which they may record the reading and mail it to the Company.

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- 13.2.3 If no actual reading is obtained after bills representing six months of estimated bills have been rendered, the Company shall send a notice to the Access Controller, offering a special appointment for a meter reading both during and outside of business hours.

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### 13. METER READING: (continued)

13.2.3.1 Where the customer resides in a multiple dwelling (as defined in the Multiple Dwelling Law or Multiple Residence Law), or in a two family dwelling that is known by the Company to contain residential units where service is provided through a single meter or meters, and the meter is not in the apartment, the notice shall be sent to the Access Controller or landlord.

13.2.3.2 If the Company's records do not contain the address of the Access Controller, the Company shall request that the customer furnish such information if available to him or her.

13.2.4 If the Company receives no response after bills representing eight months of estimated bills, the Company will send a notice advising the customer or Access Controller that if no appointment is made a charge of twenty-five dollars (\$25) will be added to the Access Controller's next bill and every bill thereafter until access is granted.

13.2.5 If the Access Controller fails to arrange an appointment in response to a second request and the Company is unable to obtain an actual meter reading, the Company may add a charge of twenty-five dollars (\$25) to the next bill of the Access Controller (Rule 13.2.4). If the Company intends to obtain a court order to gain access to the meter(s), it shall inform the customer and Access Controller by certified or registered letter. The letter shall inform the Access Controller that the purpose of obtaining such a court order is to replace a meter, or, if physically feasible, to relocate the meter or install a remote reading device(s). The letter shall state that the court costs and the costs of the meter relocation or the costs of the installation of remote metering devices will be paid by the Access Controller.

13.2.6 Rules 13.2.1 through 13.2.5 shall not apply to seasonal customers or short term customers taking service for 30 days or less. For such seasonal or short-term customers, an actual meter reading shall be taken upon termination of service.

13.2.7 Where the Company has submitted an estimated bill or bills to a residential customer and such estimate understates the actual amount of money owed by such customer for the period when estimated bills were received 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.

13.2.8 The Company shall explain billing corrections to the customer and furnish the customer with the reasons for any billing cancellation and subsequent rebillings caused by estimated readings.

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### 13. METER READING: (continued)

13.3 Where the Company gains access to a gas meter through the use of a court order but cannot restore full service because the terms of the court order do not permit the Company access to all areas of the premises to re-light pilot lights, the Company shall lock the meter.

13.3.1 The Company may render a bill for previously unbilled service or adjust upward a bill previously rendered to a residential customer for a period up to and including twenty-four (24) months from the time the service to which the new billing or adjustment pertains.

13.3.2 The Company shall leave written notification informing the customer how service can be promptly restored. If the customer fails to contact the Company, the Company shall attempt to contract the customer, on no less than a weekly basis, until such service is restored. During the period November 1 to April 15 inclusive, no court order obtained under this section shall be enforced against any residential gas-heating customer.

### 13.4 Meter Reading and Estimated Bills - Non-Residential:

#### 13.4.1 Meter Reading:

13.4.1.1 The Company will make a reading attempt to obtain an actual reading for every customer's account, on a regularly scheduled basis as provided for in the tariff.

13.4.1.2 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.

13.4.1.3 When circumstances beyond the Company's control prevent the Company from making a regularly scheduled reading attempt and the two previous consecutive cycle bills were not based on an actual reading, the Company will make a second similar follow-up reading attempt as soon as possible within seven calendar days after the scheduled reading date.

13.4.1.4 Customer Readings - When the Company has billed a customer's account based on customer readings for six consecutive months, and did not obtain an actual reading at the time of the next regularly schedule for follow-up reading attempt thereafter, the Company will, within seven calendar days of the last attempt, either make another reading attempt or an appointment with the customer to read the meter.

13.4.1.5 Meter Reading Cards - Unless the customer does not have access to the meter or the customer is unable to obtain a reliable meter reading, the Company will, at the time of any unsuccessful reading attempt, leave at the premises or mail to the customer, a meter reading card.

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### 13. METER READING: (continued)

#### 13.4.2 Estimated Bills:

13.4.2.1 The Company may render an estimated bill for a regular cycle billing period only when:

- 13.4.2.1.1 The Company has failed to obtain access to the meter(s).
- 13.4.2.1.2 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. 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.
- 13.4.2.1.3 The Company has good cause for believing that an actual or customer reading obtained is likely to be erroneous. Estimated bills for this reason may be rendered no more than twice consecutively without the Company initiating corrective action before the rendering of the next cycle bill.
- 13.4.2.1.4 Circumstances beyond the control of the Company prevented the meter reader from making a premises visit.
- 13.4.2.1.5 An actual meter reading was lost or destroyed. An estimated bill for this reason may be rendered no more than once without the Company initiating corrective action before the rendering of the next cycle bill.
- 13.4.2.1.6 An estimated reading has been prescribed or authorized by the Commission for a particular billing cycle.
- 13.4.2.1.7 An estimated reading is the approved billed method in accordance with the Company's tariff for the billing.
- 13.4.2.1.8 An unmetered condition was in existence during the period.

13.4.2.2 Every estimated bill will be calculated in accordance with an established formula or methodology which will take into account the best available relevant factors for determining the customer's energy usage.

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## GENERAL INFORMATION

### 13. METER READING: (continued)

#### 13.4.3 No Access Procedure:

13.4.3.1 The Company will begin providing no access notices as described in this subdivision commencing with:

13.4.3.1.1 The fourth consecutive bill estimated pursuant to either subparagraph 13.4.2.1.1 or 13.4.2.1.2 of this Rule.

13.4.3.1.2 Remote registration device or customer reading - The tenth consecutive bill estimated pursuant to subparagraph 13.4.2.1.1 or 13.4.2.1.2 of this Rule or based on a remote registration device or a customer reading.

13.4.3.2 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.

13.4.3.3 The series of no access notices will be as follows:

13.4.3.3.1 First notice - The first notice will 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 will 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 will 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.

Issued By: Kenneth D. Daly, President, Syracuse, New York

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### GENERAL INFORMATION

#### 13. METER READING: (continued)

13.4.3.3.2 Second notice - The second notice will 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 will 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 order to gain access to the customer's meter will follow. The notice will 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.

13.4.3.3.3 Third and each successive notice - The third and each successive notice will 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, will be accompanied by a final notice where the Access Controller's service cannot be physically terminated without obtaining access, the notice will advise the Access Controller that the Company is seeking to obtain a court order to gain access to the customer's meter.

13.4.3.4 A no access charge as provided for in this tariff shall not exceed \$100.

13.4.3.5 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 may be located there.

13.4.3.6 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 be utilized for more than 90 calendar days.

Issued By: Kenneth D. Daly, President, Syracuse, New York



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### GENERAL INFORMATION

#### 13. METER READING: (continued)

##### 13.5 Remote Metering:

13.5.1 "Approved Remote Meter," as used in this tariff, means a device which:

13.5.1.1 Measures and records gas usage;

13.5.1.2 Reports gas usage remotely, on demand;

13.5.1.3 Is approved for billing purposes by the New York Public Service Commission;

13.5.1.4 Can be accessed directly by Niagara Mohawk without requiring Niagara Mohawk to acquire special equipment;

13.5.1.5 Has been determined by Niagara Mohawk to be capable of reporting gas usage data in a format that is compatible with the Company's gas load management computer systems; and

13.5.1.6 Has telephone service that meets the requirements of paragraph 13.5.4 below.

13.5.2 Requirement. Customers must have Approved Remote Meters installed and operable as defined in the individual service classification and load aggregation sections of this tariff. Please see Rule 13.6 below.

13.5.3 Installation. Installation of an Approved Remote Meter involves site investigation and definition of installation specifications; acquisition of the meter; installation of the meter; provision of phone service and electric service (if required) to the meter; and synchronization of the meter with Niagara Mohawk gas load management computer system. Site investigation installation and synchronization will be performed by Niagara Mohawk. Provision of phone service and power to the meter are the sole responsibility of the customer. The full cost of the meter, installation, phone service to the meter, electric service to the meter, and synchronization will be borne by the customer. For that portion of the installation performed by Niagara Mohawk, the Company will provide the customer with an advance statement of the total cost to be billed.

13.5.3.1 Additional Installation Charges. When the Company is notified that the telephone and electric service (if applicable) has been installed and activated, the Company will go on site in order to activate the unit. If it is discovered by the Company that the unit is unable to be activated and synchronized because the phone or electric service (if applicable) is not activated, the Company will charge the customer \$115.00 for the site visit.

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### GENERAL INFORMATION

#### 13. METER READING: (continued)

13.5.4 Telephone Service. Remote meters installed for customers with historic or anticipated peak hourly gas usage in excess of 15 dekatherms must be served by a separate, dedicated telephone line unshared with any other user, or a dedicated customer-owned cell phone acceptable to Niagara Mohawk may be used. All other remote meters may share telephone lines, provided that the shared line is open for polling of the meter between the hours of 10:00 a.m. and 5:00 p.m. daily. Reliable access to daily gas usage must be provided to the Company. If reliable access is not provided, a dedicated phone line will be required, or a dedicated customer-owned cell phone acceptable to Niagara Mohawk may be used. In areas where reliable cell-phone service is not available, as determined at the sole discretion of Niagara Mohawk, a dedicated telephone line will be required.

13.5.4.1 Additional Charges. In cases where the ARM fails to call into the Company, and the customer has notified the Company that the phone and electric service (if applicable) is operational, the Company will send a technician to the site to repair the unit. If it is discovered by the Company that the unit is unable to be repaired or synchronized because the phone or electric service (if applicable) is not active, the Company will charge the customer \$115.00 for the site visit. The first occurrence per customer of the \$115.00 charge will be waived. If the ARM after ten business days continues to fail to call into the Company, the Company will charge the customer \$115.00 per day until the ARM becomes operational. In the event the ARM does not call into the Company, the Company will make reasonable efforts to inform the customer and their Marketer of the applicable charge.

13.5.5 Maintenance and Replacement. Routine maintenance of Approved Remote Meters will be provided by Niagara Mohawk. Replacement of a meter that becomes inoperable or unreliable is the responsibility of the customer.

#### 13.6 Residential Automatic Meter Reading ("AMR") Opt-Out Option / Residential Advanced Metering Infrastructure ("AMI")

13.6.1 Residential customers who do not wish to have an AMR/AMI meter installed at their premises, have an option to "opt-out" and have their AMR /AMI meter replaced with a non-AMR meter.

13.6.1.1 Customers who elect this option will be charged an initial fee for the removal of the existing AMR / AMI meter and the installation of the non-AMR / AMI meter. Additionally, by electing this option, the customers will be charged a monthly meter reading fee for the non-AMR / AMI meter.

13.6.1.1.1 The initial fee will be \$61.19 for a gas meter only replacement.

13.6.1.1.2 The initial fee will be \$89.03 for both an electric and gas meter replacement.

13.6.1.1.3. Customers will not be assessed the initial fee until the Company installs the non-AMR/AMI meter.

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SUPERSEDING REVISION: 1

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#### 13. METER READING: (continued)

13.6.1.1.4 The Company will attempt an actual meter read every two months and issue an estimated bill for the interim months that are not read. The Company shall make a reasonable estimate of the consumption of gas during those months when the meter is not read. Such estimated bills shall be payable as rendered.

13.6.1.1.5 A monthly fee will be assessed of \$11.64 for a gas meter only reading and \$17.71 for the electric and gas meter reading which will cover the manual meter reading costs.

13.6.1.2 The above fees in Rule 13.6.1.1 will be applicable to gas meter only replacement and combined electric and gas meter replacement. For customers who wish to have their AMR/AMI electric meter only replaced, should refer to the Company's electric tariff for the electric AMR Opt-Out program and associated charges.

13.6.1.3 Customers that have a non-AMR/AMI meter, who decline installation of an AMR/AMI meter shall be considered to have elected to Opt-Out of AMR/AMI. Such customers will not be assessed the meter replacement fee in Rule 13.6.1.1 but will be assessed the meter reading fee in Rule 13.6.1.1.5.

13.6.1.4 Effective March 2015, customers for whom we made multiple efforts to retrofit the Company's meter with an Electronic Read Transfer, "ERT" or replace with an AMR meter will be considered "opted out" of the AMR program. The monthly meter reading fee will be assessed beginning July 2015.

13.6.2 Customers electing Rule 13.6 will be billed for charges applicable to the customer's otherwise applicable service classification plus the initial fee and the monthly charge described in Rule 13.6.1.1.

13.6.3 Any "opt-out" customer who wishes to have the AMR/AMI re-installed may be charged a "re-installation fee". The re-installation fee shall be equal to the initial fee of \$61.19 for a gas meter replacement only and \$89.03 for a combination electric and gas meter replacement. The re-installation fee will be charged for the removal of the non-AMR meter and the installation of the AMR meter.

13.6.3.1 Any customer electing Rule 13.6.3 will also no longer be assessed the special monthly meter reading fee once the AMR/AMI meter is installed.

13.6.4 Customers electing this Rule will be subject to all terms and conditions under Billing, Meter Reading, and Collections as contained in this tariff.

13.6.5 This program is only applicable to meters installed by the Company.

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## **GENERAL INFORMATION**

### **14. METER ADJUSTMENTS:**

#### **14.1 Pressure and Temperature:**

- 14.1.1 Normal gas sales are at low pressure and at a normal temperature. High pressure sales will be adjusted by the use of a pressure-temperature volume correcting integrating device to an equivalent volume at a standard pressure of 14.73 pounds per square inch, absolute (30 inches of mercury) and a standard temperature of 60 degrees Fahrenheit.

#### **14.2 Fixed Factor Adjustment:**

- 14.2.1 For customers receiving gas at pressures higher than the normal delivery pressure prescribed in the various service classifications of this tariff schedule, the Company may use a fixed factor method of determining actual usage in lieu of the installation of pressure-temperature volume correcting integrating devices. The fixed factor method permits the application of Boyle's Law (volume correction for pressure) to the uncorrected registration of a gas meter which is being maintained at a constant pressure

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## GENERAL INFORMATION

### 14. METER ADJUSTMENTS: (continued)

- 14.2.2 In instances where the fixed factor method is used, the amount of gas determined from the meter reading shall be multiplied by a factor derived from the following formula:

$$\frac{(P_b + P_m) (F_{pv})^2}{P_b} = \text{Billing Multiplier}$$

where  $P_b$  is the average barometric pressure, calculated for the Company's service area, measured in pounds per square inch absolute

$P_m$  is the delivery or metering pressure measured in pounds per square inch gauge,

$P_b$  is the base pressure of 14.73 pounds per square inch absolute,

$F_{pv}$  is the supercompressibility factor, based on 0.6 specific gravity hydrocarbon gas @ 60° F temperature.

- 14.2.3 Where the average barometric pressure varies by more than 0.10 pounds per square inch absolute within the Company's franchise system, the average barometric pressure for that geographic location shall be calculated based on that location's elevation above sea level.
- 14.2.4 At each installation where fixed factor billing is used:
- 14.2.4.1 The outlet set pressure to the customer's meter will be maintained under operating conditions at  $\pm 1.0\%$  of the pressure absolute.
- 14.2.4.2 Each regulator shall be sealed in a manner that would indicate any unauthorized tampering with the outlet pressure adjustment screw.
- 14.2.4.3 All regulators and pressure compensating indexes used in fixed factor measurement shall be clearly identified.
- 14.2.5 The Company shall, at each location, provide a means of verifying the outlet set pressure initially and at periodic interval thereafter.
- 14.2.6 The Company shall maintain records of each fixed factor installation.
- 14.2.7 The Company shall maintain a file of regulator manufacturer's data sheets covering regulator(s) in fixed factor measurement service.

Issued By: William F. Edwards, President, Syracuse, New York

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## GENERAL INFORMATION

### 14. METER ADJUSTMENTS: (continued)

14.2.8 No fixed factor installation shall be made where the resulting measurement error is fast, or more than 2% slow.

#### 14.3 Btu Adjustment:

##### 14.3.1 Btu Zones:

14.3.1.1 The Company's service area will be divided into Btu zones. The Btu value of gas deliveries within each zone will be relatively uniform.

14.3.2 Development of the Btu Conversion Factor Daily gas purchases in volumetric and Btu measurements from Company's supplier will be compiled for each Btu zone established. For the development of the conversion factor to change a customer's volumetric measurement to a Btu measurement, the daily volumes (Mcf) and Btu units (Dekatherm) delivered to the customer's Btu zone will be accumulated for the customer's billing period. The conversion factor shall be determined by dividing the total Dekatherms by the total Mcf received in the customer's Btu zone. The Btu measurements used for billing purposes will be on a dry basis.

14.3.3 Application of Conversion Factor for Billing. The customer's metered gas use in Ccf will be multiplied by the conversion factor to determine the customer's use in therms. The customer's bill will indicate the metered Ccf, the conversion factor and the number of therms.

### 15. BILLING AND COLLECTION:

#### Definitions:

**Deferred Payment Agreement:** A written agreement for the payment of outstanding charges over a specified period of time. It must be signed in duplicate by a utility representative and the customer, and each must receive a copy, before it becomes enforceable by either party.

#### 15.1 Billing Period:

15.1.1 A month as defined in the respective service classification is any period consisting of not less than twenty-five (25) days nor more than thirty five (35) consecutive days and a bill for any shorter or longer period will be prorated on the basis of a thirty-day billing period except as hereinafter provided. However, when a customer discontinues service before the expiration of one (1) month, no proration under the price will be made.

15.1.2 Bills will be rendered monthly and may be delivered by depositing the same in a U.S. Post Office or in a box or chute provided for that purpose by the U.S. Post Office Department addressed to customer at the premises where service is taken or at another address designated by customer, or by leaving the same at the building where service is taken, or when posted electronically. Failure to receive such bill from the Company will not entitle the customer to any delay in the settlement of each month's account nor to any extension of the date after which a late payment charge may become applicable.

Issued By: Rudolph L. Wynter, President, Syracuse, New York

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## GENERAL INFORMATION

### 15. BILLING AND COLLECTION: (continued)

15.1.3 The date bills are rendered is the date bills are 1) personally served; or 2) three calendar days after the mailing of the bill; or 3) the date posted, if electronically provided.

15.1.4 Customers receiving bills produced and issued by the Company's Billing System may elect to receive and pay their bill electronically under the Company's Online Bill-Pay program. Under the Online Bill-Pay program, a bill shall be deemed rendered in accordance with Rule 15.1.3.

15.1.4.1 Customers electing to receive their bills electronically in accordance with Rule 15.1.4 will receive a paperless billing credit of \$0.41 per service period.

15.2 Bills are due when rendered, in accordance with Rule 15.1.3. A customer is in default unless payment is made at or is mailed to a designated office or bill paying agency of the Company on or before the date specified on the bill. Payment under the Online Bill-Pay program shall be considered paid the date a customer submits a payment online unless the payment is made on a weekend, holiday or after 3:00 p.m., in which case the payment will be considered paid on the next business day. The date specified on the bill shall be at least twenty (20) calendar days subsequent to the date the bill is rendered. If payment is not made on or before the date specified on the bill, a late payment charge at the rate of one and one-half percent (1 ½%) per monthly billing period may be applied to all amounts previously billed under this tariff, except for state agencies, including arrears and unpaid late payment charges applied to previous bills. Payment must be made without regard to any counterclaims relating to matters other than for service rendered and failure to receive a bill does not relieve responsibility for payments of amounts due.

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

15.2.2 The continuing late payment charge shall not be imposed on any bill that is the subject of a pending complaint before the Company or the Public Service Commission, provided, however, that a late payment charge may be imposed on the balance due where the final resolution of the complaint directs payment of the entire disputed amounts to the Company, and provided further that no such charges may be imposed for more than two months of the duration of the complaint unless authorized by the Commission or its designee.

15.2.2.1 Late payment charges will be charged when the amount billed for non-residential 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.

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### 15. BILLING AND COLLECTION: (continued)

- 15.2.2.2 In the case of residential service, the Company may not impose a continuing late payment charge on an unpaid balance that has been restructured under a deferred payment agreement, if the regularly scheduled bill (current charges plus agreed upon installment amount) is paid within twenty (20) days of when the bill is rendered. The Company may, however, impose a late payment charge on monies still owing more than twenty (20) days after the Company has rendered a bill for payment of both the agreed upon installment amount and any applicable current charges.
- 15.2.3 Other charges. Except as provided in Rule 15.2, a late payment charge, penalty, fee, interest or other charge of any kind shall not be imposed on any residential customer for any late payment, collection effort, service termination or deferred payment agreement occasioned by the customer's failure to make timely payment for services. The Company may impose a charge pursuant to this tariff for other lawful purposes.
- 15.2.4 Except as provided in Rule 15.2, the Company may not impose on a 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 of services. The Company may impose on non-residential customers a reasonable charge for dishonored checks, reconnection of service, failure to provide access and court costs.
- 15.2.5 The Company shall offer residential customers on fixed incomes the opportunity to pay their bills on a reasonable schedule that is adjusted for such customer's periodic receipt of income without incurring late payment charges, provided, however, that any such offer may prescribe a late payment charge, consistent with the standards set forth in Rule 15.2 where payment is not made within twenty (20) days of the adjusted date shown on the bill.
- 15.2.6 The Company may impose a continuing late payment charge on the balance due under a non-residential, deferred payment agreement, offered pursuant to the Rules and Regulations of Part 13, 16 NYCRR. See Rule 15.8 for additional information regarding late payment charges on non-residential deferred payment agreements.
- 15.2.7 The Company may impose a continuing late payment charge on an amount billed for service used, that was provided through tampered equipment and previously unbilled, if the Company can demonstrate either that the condition began since the customer initiated service or that the customer knew or reasonably should have known that the original billing was incorrect.
- 15.2.8 The Company may impose a handling charge of \$10.00 on any negotiable instrument from an applicant or customer which was rendered to the Company as payment of any bill, charge or deposit due, returned as dishonored or uncollectible for any reason. This charge shall include any amount the Company is required to pay its bank for handling said instrument.



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## GENERAL INFORMATION

### 15. BILLING AND COLLECTION: (continued)

- 15.3 The customer shall be obligated to pay for all service to premises until final reading of the meter if such reading be taken not later than forty-eight hours after proper notice has been received by Company to discontinue service. In the event that a customer is a tenant in a multiple occupancy building, the customer will be obligated to pay only for service supplied for their use or for service for which they have agreed to pay.
- 15.4 Shared Meter Regulations:
- 15.4.1 “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.”
- 15.5 Revision to Company’s Rate Schedules:
- 15.5.1 In the event of changes or revisions of Company’s schedules, customer shall take and pay for service in accordance with the provisions of the revised or superseding schedule. Unless otherwise expressly provided for whenever a rate change becomes effective during a billing period, other than on regularly scheduled meter reading dates, charges to customer for that billing period will be calculated as a weighted composite of the old and new rate as follows.
- 15.5.2 Proration factors will be computed for both the new rate and the old rate by dividing the number of days in which the rates are in effect by the total billing days.
- 15.5.3 The old and new rates shall be multiplied by their respective proration factors and added to determine the composite rate.
- 15.5.4 The composite rates are then multiplied by their respective pricing units.
- 15.5.5 The charge to the customer will be the sum of all charges calculated in the preceding Rule 15.5.4.
- 15.6 The following notices will be sent to all non-residential customers. For customers electing the Online Bill-Pay program, notice 15.6.1 will be made available as a link on the electronic bill or via links to the Company’s website.

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## GENERAL INFORMATION

### 15. BILLING AND COLLECTION: (continued)

- 15.6.1 A brochure containing a detailed summary of their rights and obligations, and a notice to include: description of the commonly used non-residential service classifications and their rates, offer of written guidelines regarding eligibility requirements for the Company's service classifications, notice that the Company's tariff is available for review in every Company business office and notice that some non-residential customers may be eligible for protection under Part 11, 16 NYCRR, shall be provided annually to every non-residential customer of the Company.
- 15.6.2 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 non-residential customer having a deposit with the Company.
- 15.6.3 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.
- 15.6.4 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 further 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.
- 15.7 Contents of Bill – Non-Residential Customers:
  - 15.7.1 Generally:
    - 15.7.1.1 Only service(s) performed, materials furnished or other charges made by the Company, in accordance with the filed tariff, will be included and shall be itemized on the customer bill form.
    - 15.7.1.2 The Company may provide pertinent messages and information on the bill, provided such information does not interfere with the presentation of the information required by this section.
  - 15.7.2 All Bills:
    - Every customer bill will state on the portion retained by the customer:
      - 15.7.2.1 The Company name.

Issued By: William F. Edwards, President, Syracuse, New York

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## GENERAL INFORMATION

### 15. BILLING AND COLLECTION: (continued)

15.7.2.2 The location of the Company's principal office and one or more business offices at which the bill may be paid, and a statement that bills may be paid at other authorized offices.

15.7.2.3 The service classification(s) on which the charges are based.

15.7.2.4 The name of the customer, the account or meter number, and the address and location of the premises where the service was supplied.

15.7.2.5 The start and end date of the billing period.

15.7.2.6 The quantity of service billed, the unit of measurement used, an explanation of any calculations or factors used to determine the cost of service, a description and the cost of any other tariff charges, and the total of the current charges.

15.7.2.7 The date payment is due; provided, however, that such date does not occur before personal service of the bill or three calendar days after the mailing of the bill. A phrase indicating that a bill is due upon receipt may be used in lieu of a specific date.

15.7.2.8 Whether any charge may be imposed for late payment and the date which payment must be received in order to avoid the imposition of the late payment charge.

15.7.2.9 An explanation of any abbreviation or symbol used that is not in common English usage.

15.7.2.10A telephone number to call at the Company if the customer has any questions about the bill.

#### 15.7.3 Cycle Bills:

15.7.3.1 Every customer bill issued on a regular cycle basis will contain, in addition to the items required under Rule 15.7.2 of this section:

15.7.3.1.1 The date of the latest payment received or the date through which any payments have been credited and the debit or credit balance of the prior bill, if any.

15.7.3.1.2 The amount of any late payment charge applied during the current billing cycle.

15.7.3.1.3 The next scheduled meter reading date.

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### 15. BILLING AND COLLECTION: (continued)

#### 15.7.4 Metered Service Bills:

15.7.4.1 In addition to the items required under Rule 15.7.2 of this section every customer bill for metered service will contain the following for every cumulative energy meter:

- 15.7.4.1.1 The meter readings being used to calculate the bill.
- 15.7.4.1.2 Whether they are based on an actual reading of the meter, a remote register, a customer provided reading, or are estimated.
- 15.7.4.1.3 If estimated, the reason therefore.
- 15.7.4.1.4 The meter multiplier or constant.

#### 15.7.5 Unmetered Service Bills:

15.7.5.1 In addition to the items required under Rule 15.7.2 of this section, every customer bill for unmetered service, whether the use of such service was authorized or unauthorized by the Company, will contain the following:

- 15.7.5.1.1 A clear statement that the bill is for an estimated amount of service utilized but not metered.
- 15.7.5.1.2 The per day or other basis used for calculating the amount of service bill.

#### 15.7.6 Budget Bills:

15.7.6.1 Customers who currently receive firm sales or transportation 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 charges divided by twelve.

15.7.6.2 Non-Residential Customer Eligibility – The Company is required to offer a budget payment plan to all non-residential customers except:

- 15.7.6.2.1 Customers who have less than 12 months of billing history at the premises;
- 15.7.6.2.2 Seasonal, short-term or temporary customers;

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- 15.7.6.2.3 Customers who have arrears;
  - 15.7.6.2.4 Interruptible, temperature-controlled, dual-fuel customers;
  - 15.7.6.2.5 Customers who, for any reason, ceased being billed on a previous budget plan before the end of the plan year in the past 24 months; or
  - 15.7.6.2.6 Customers whose pattern of consumption is not sufficiently predictable to be estimated on an annual basis with any reasonable degree of certainty.
- 15.7.6.3 Company Procedure – The Company has established a written procedure and billing system to implement these rules, which procedure:
- 15.7.6.3.1 Sets forth the method for establishing an eligible customer's monthly budget payment amount which is based on the sum of historic annual charges plus the customer's deferred balance divided by twelve (12).
  - 15.7.6.3.2 Sets forth the method for comparing the actual cost of service rendered, as determined by actual meter readings, to the budget amount, and for adjusting upwards or downwards the budget payment amount to minimize the adjustment required on the final settlement bill. The budget payment amount can be further adjusted to reflect known or anticipated changes. This comparison shall normally be done quarterly; however, the Company may conduct budget reviews at its sole discretion.
  - 15.7.6.3.3 Provides that during the month of the scheduled settlement, the difference between the cost of service actually used and the amount paid during the plan period (deferred balance) will be rolled over into the next plan year or will be settled at the customer's option.

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### 15. BILLING AND COLLECTION: (continued)

15.7.6.4 Budget bills are due and payable. Full payment must be received on or before the date shown on the bill to avoid a potential late payment charge of one and one-half percent (1 ½%) pursuant to Rule 15.2. 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 their next regularly scheduled billing.

#### 15.7.6.5 Removal from Budget Plan:

- 15.7.6.5.1 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.
- 15.7.6.5.2 The Company may remove a customer from the budget plan if the customer becomes ineligible under Rule 15.7.6.2 of this section.

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### 15. BILLING AND COLLECTION: (continued)

15.7.6.5.3 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 twelve 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.

15.7.6.5.4 If the customer has an active payment arrangement with the Company and defaults on the payment arrangement, both the budget and payment arrangement will be automatically canceled on the first month of the delinquency.

15.7.6.6 Quarterly Payment Plan - Effective November 29, 1985, as required by Public Service Law S38, 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.

### 15.8 Deferred Payment Agreements for Non-Residential Customers:

15.8.1 The Company will provide a written notice offering a deferred payment agreement in the following circumstances:

15.8.1.1 Not less than five calendar days before the date of the scheduled termination of service for nonpayment 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.

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### 15. BILLING AND COLLECTION: (continued)

- 15.8.1.2 When it renders a backbill 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.
- 15.8.2 If the Company and the 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 Company, for the customer to sign and return.
- 15.8.3 Any non-residential customer is eligible for a deferred payment agreement except the following:
  - 15.8.3.1 A customer who owes amounts under a prior deferred payment agreement.
  - 15.8.3.2 A customer who failed to make timely payments under a prior deferred payment agreement in effect during the previous 12 months.
  - 15.8.3.3 A customer that is a publicly held company, or a subsidiary thereof.
  - 15.8.3.4 A seasonal, short term or temporary customer.
  - 15.8.3.5 A gas 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.
  - 15.8.3.6 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.
- 15.8.4 The Commission or its authorized designee may order the Company to offer a deferred payment agreement to a customer whom it finds these rules are intended to protect, when an agreement is necessary for a fair and equitable resolution of an individual complaint.
- 15.8.5 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 may be entitled, explain that more generous terms may be possible and specify the telephone number and the times the customer may call the Company to discuss the possibility of entering into a deferred payment agreement.



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### 15. BILLING AND COLLECTION: (continued)

- 15.8.6 Every offer of a deferred payment agreement shall state the date by which the customer must contact the Company in order to avoid termination of service. Additionally, the offer must clearly explain that the Company has the right to a larger down payment, if the deferred payment agreement is not entered into until a field visit to physically terminate service has been made.
- 15.8.7 The Company will not be required to enter into a deferred payment agreement with a customer who has received the Company's offer pursuant to Rule 15.8.1.1, if the customer does not pay the required down payment. The amount of a down payment to which the Company is entitled will be determined as follows:
  - 15.8.7.1 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, may be required by the Company if the agreement is entered into prior to a field visit to physically terminate service.
  - 15.8.7.2 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, may be required by the Company if the agreement is entered into either at the time of, or after, a field visit to physically terminate service.
  - 15.8.7.3 Any amount, lesser or greater, that is mutually agreeable to both Company and customer.
- 15.8.8 A deferred payment agreement will obligate the customer to the following:
  - 15.8.8.1 Make timely payment of all current charges.
  - 15.8.8.2 Make the required down payment pursuant to Rule 15.8.7.
  - 15.8.8.3 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.
  - 15.8.8.4 To pay any applicable late payment charges during the period of time the agreement covers, if so stipulated pursuant to Rule 15.8.10.3.
  - 15.8.8.5 To pay a security deposit in three installments, 50 percent down and two monthly payments which total the remaining 50 percent of the deposit amount provided that the deposit has been previously requested.

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### 15. BILLING AND COLLECTION: (continued)

- 15.8.9 A deferred payment agreement entered into by the Company and the customer pursuant to Rule 15.8.1.2, will obligate 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.
- 15.8.10 A deferred payment agreement form shall:
  - 15.8.10.1 Set forth in general terms of the agreement.
  - 15.8.10.2 Indicate the due date for each installment, and the exact dollar amount of each installment, separately itemized to show the arrears payment, and the security deposit payment, as applicable.
  - 15.8.10.3 Indicate whether the agreement is subject to late payment charges, and if so, either set forth the exact dollar amount of the late payment charge to be paid with each installment or, if late payment charges are to be billed on the customer's regular cycle bill, a late payment charge disclosure statement. The disclosure statement shall include the late payment charge rate, on both a monthly and annualized basis, how it is calculated, how and when the late payment charges will be billed, what the total cost of the late payment charges on the agreement will be if the agreement is fully complied with, and a notice that the total late payment charges may be greater or less than the disclosed cost if the customer makes payments either early or late.
  - 15.8.10.4 State the date by which the copy signed by the customer, and any applicable down payment, must be received by the Company in order to become enforceable; provided, however, that such date may not be less than six business days after it is sent.
  - 15.8.10.5 Inform the customer of the Company's policy if the agreement is not signed and returned as required.
  - 15.8.10.6 State that if the customer fails to comply with an agreement, the Company may send an immediate termination notice.
  - 15.8.10.7 State that the customer may obtain the assistance of the Commission to assure that the agreement is in conformance with Rule 15.8.
- 15.8.11 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.

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### 15. BILLING AND COLLECTION: (continued)

15.8.12 Except as provided in Rule 15.8.11, 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.

#### 15.9 Backbilling Non-Residential Accounts:

##### 15.9.1 Notice to Customer of Backbilling:

15.9.1.1 Every backbill shall contain a written explanation of the reason for the backbill that shall be sufficiently detailed to apprise the customer of the circumstances, error or condition that caused the underbilling, and, if the backbill covers more than a 24 month period, a statement setting forth the reason(s) the utility did not limit the backbill pursuant to Rule 15.9.3.

15.9.1.2 Every backbill shall contain, or be accompanied by, all applicable information required by Rule 15.7.

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

15.9.1.4 A backbill shall be accompanied by an offer of a deferred payment agreement pursuant to Rule 15.8, if applicable.

##### 15.9.2 Limitations on Backbill Rendering:

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

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

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### 15. BILLING AND COLLECTION: (continued)

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

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

#### 15.9.3 Limitations on Backbilling Period:

15.9.3.1 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 underbilling, unless the Company can demonstrate that the customer knew or reasonably should have known that the original billing was incorrect.

15.9.3.2 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 underbilling, unless the Company can demonstrate that the customer knew or reasonably should have known that the original billing was incorrect.

#### 15.10 Deferred Payment Agreements for Residential Customers:

##### 15.10.1 Company Obligations:

15.10.1.1 Generally the Company will offer any eligible residential customer or applicant a Deferred Payment Agreement with specific terms as required by 11.10 of 16 NYCRR which sets forth in detail the procedures summarized here. The agreement offer will be made in duplicate on the form set forth beginning on Leaf No. 254 of this tariff.

##### 15.10.2 Eligibility:

15.10.2.1 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 in Rule 15.10.5.2, or, the Public Service Commission determines that the customer or applicant is ineligible because they have the resources to pay the bill.

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### 15. BILLING AND COLLECTION: (continued)

15.10.2.2 If the Company has reason to believe that the customer or applicant may not be eligible for a Deferred Payment Agreement, it must submit a denial form, clearly stating its reasons, to the Commission for a determination of eligibility. A copy of the denial form must be provided to the customer or applicant. While the Company is waiting for the Commission determination, the Company must postpone any termination of service activity, restore service or provide service, as applicable, as long as the customer or applicant pays current bills, and a down payment and monthly installments consistent with the terms of the Standard Agreement, described in Rule 15.10.5.2 of this Tariff.

#### 15.10.3 Written Offer of a Deferred Payment Agreement:

15.10.3.1 A specific written offer will be made to eligible customers not less than seven calendar days (ten if mailed) before the earliest date that service may be terminated. A written offer is also required where payment of outstanding charges is a requirement for reconnection of service or acceptance of an application for service, and when a customer has broken an agreement that was for a shorter period of time than the Standard Agreement.

#### 15.10.4 Negotiating Agreements:

15.10.4.1 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 or applicant to complete a form showing their assets, income and expenses and provide reasonable substantiation of such information. If the Company requires this type of information from the customer or applicant, it is the Company's responsibility to treat all such information confidentially.

15.10.4.2 To allow enough time to properly negotiate an agreement with the customer or applicant, the Company may postpone a scheduled service shut-off for up to ten (10) days.

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### 15. BILLING AND COLLECTION: (continued)

#### 15.10.5 Payment Agreement Terms:

15.10.5.1 Mutually acceptable terms. A Deferred Payment Agreement may contain any specific terms that have been negotiated in good faith by the Company and the customer or applicant.

15.10.5.2 The Standard Agreement. Where the Company has been unable to contact the customer or applicant to negotiate specific terms, or where negotiations have failed to produce mutually acceptable terms, the Company may offer a specific agreement based on the following terms:

15.10.5.2.1 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 usage, whichever is greater, or if the amount covered by the agreement is less than one-half of one month's average usage, 50 percent of the total amount covered by the payment agreement.

15.10.5.2.2 Monthly installments up to the cost of one-half of one month's average usage, or, one-tenth of the balance, whichever is greater.

#### 15.10.6 Entering into the Agreement:

15.10.6.1 A copy of the written payment agreement offer must be signed by the customer or applicant and returned to the Company in order to become valid and enforceable. In the case of customers who are subject to a final notice of termination, the signed agreement must be received by the Company by the day before the earliest day on which termination may occur, in order to avoid termination of service. If the signed agreement is not received as required, the Company may take steps to shut-off service.

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### **15. BILLING AND COLLECTION: (continued)**

#### 15.10.7 Renegotiating Agreements:

- 15.10.7.1 If a customer or applicant can demonstrate that their financial circumstances have changed significantly because of conditions beyond their control, the Company will amend the terms of the agreement to reflect such changes.

#### 15.10.8 Broken Agreements:

- 15.10.8.1 If a customer fails to make timely payment in accordance with the terms of a payment agreement, the Company will send a reminder notice before issuing a final notice of termination. If the customer fails to pay by the 20th day after payment was due and has not negotiated a new agreement, the Company may demand full payment of the total outstanding charges and issue a final termination notice in accordance with 16 NYCRR 11.4 and 11.10 and Rule 9.1.

### **16. SPECIAL SERVICES PERFORMED BY COMPANY FOR CUSTOMER AT A CHARGE:**

- 16.1 Whenever, at a customer's or applicant's request, Company relocates equipment or facilities to suit the convenience of customer or applicant, customer or applicant shall reimburse Company the cost incurred by Company.
- 16.2 Whenever, at customer's request, Company provides construction, operation, and maintenance services to customer-owned facilities, customer shall reimburse Company for the fully loaded cost incurred by the Company. Revenues resulting from the services provided under this Rule 16.2 will accrue to the benefit of ratepayers. Any services provided by the Company under this Rule 16.2 will be subject to the following conditions:

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### 16. SPECIAL SERVICES PERFORMED BY COMPANY FOR CUSTOMER AT A CHARGE: (continued)

- 16.2.1 The Company's provision of services under this Rule 16.2 shall not impose a cost on its ratepayers or adversely impact the Company's provision of safe and adequate service.
- 16.2.2 The Company shall provides services under this Rule 16.2 on a first-come, first-serve basis on non-discriminatory terms and conditions, resulting in similarly situated customers being charged the same rates.
- 16.2.3 The Company shall make customers aware if there are other entities that may be able to provide the service requested.
- 16.2.4 The Company will not provide or offer to provide services under this Rule 16.2 that are ordinarily provided by Marketers such as energy audits, energy efficiency equipment, etc. without prior P.S.C. approval.
- 16.2.5 The Company will not hire any additional employees or purchase additional equipment in order to provide services under this Rule 16.2.
- 16.2.6 The Company shall maintain records relative to all such services under this Rule 16.2 including scope of work, costs incurred, and revenues received, and shall put appropriate policies and procedures in place to ensure these restrictions are followed.
- 16.3 Customer Requested Demand Pulses:
  - 16.3.1 A customer may request the Company to provide demand pulse capability, including the necessary equipment associated to provide such capability.
    - 16.3.1.1 Customers requesting demand pulses are responsible for installing a separate telephone line to interface with any customer-owned data collection system. The customer is also responsible for the maintenance and billing related to any required telephone lines needed for the customer to collect data.
    - 16.3.1.2 The Company will identify and provide an interface box location which will be the point of demarcation between the Company and the customer. The customer will provide telephone service to this location.
    - 16.3.1.3 In cases where the customer is unable to read the meter through a customer-provided telephone line, and the Company has determined that the problem is not caused by the Company's meter or equipment, the customer will be responsible to resolve the communications problem with its telephone provider and will be charged \$115 for the site visit. The first occurrence per customer of the \$115 charge will be waived.



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**16. SPECIAL SERVICES PERFORMED BY COMPANY FOR CUSTOMER AT A CHARGE:  
(continued)**

- 16.3.2 The customer shall reimburse the Company the actual reasonable cost of providing demand pulse capability, including the cost of any required hardware and/or labor.
- 16.3.3 In accordance with Rule 16.3.1, the customer will be charged the Company's cost to remove or relocate any existing Company-supplied metering or other equipment that is necessary to accommodate the installation of demand pulse capability.
- 16.3.4 Except as otherwise provided in this Tariff, the Company will have sole responsibility for the installation, maintenance, testing, and removal of all customer-requested demand pulse capability owned by the Company.
  - 16.3.4.1 As provided for in Rule 16.3.2, the customer will be responsible for all costs incurred by the Company in the installation, operation and maintenance of any customer requested demand pulse capability.
  - 16.3.4.2 Except as otherwise provided in this Tariff, the Company will have sole control of all customer-requested demand pulse capability.
  - 16.3.4.3 Consumption data provided by demand pulses is raw data and is not equivalent to billing consumption, which is adjusted by the appropriate BTU zone factor.

**17. ADJUSTMENT OF RATES IN ACCORDANCE WITH CHANGES IN THE COST OF  
PURCHASED GAS:**

- 17.1 Lost and Unaccounted for Gas ("LAUF") and Factor of Adjustment
  - 17.1.1 Effective September 1, 2022
    - 17.1.1.1 The Factor of Adjustment is set at 1.01700 and is computed as constant 1.0 divided by 1.0 minus LAUF.
    - 17.1.1.2 The LAUF Target is set at 1.672%.
    - 17.1.1.3 The Dead Band Upper Limit is set at 2.672%.
    - 17.1.1.4 The Dead Band Lower Limit is set at 0.672%.

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**GENERAL INFORMATION****17. ADJUSTMENT OF RATES IN ACCORDANCE WITH CHANGES IN THE COST OF PURCHASED GAS: (continued)****17.1.5 LAUF Adjustment**

17.1.5.1 The LAUF Adjustment is applied to the Annual Cost of Gas Surcharge or Refund for the SC Nos. 1, 2, 5, 7, 8, 12 and 13 sales customers per Rule 17.7 as : 1) a credit if actual system LAUF percentage exceeds the LAUF Target or 2) a surcharge if actual system LAUF percentage is less than the LAUF Target.

17.1.5.2 The LAUF Adjustment is determined each 12-month period ending August 31st by: 1) subtracting the actual system LAUF percentage from the LAUF Target and then multiplying that percentage difference by: 2) the average per therm commodity cost of gas determined per Rule 17.1.5.3 by; 3) the metered sales of SC Nos. 1, 2, 5, 7, 8, 12 and 13 sales customers and SC Nos. 1MB, 2MB, 5, 7, 8, 12 MB, 12DB and 13MB transportation customers.

17.1.5.3 The average per therm commodity cost of gas is determined by taking: 1) the allowed gas expense determined per Rule 17.7.1.1 and subtracting; 2) the Demand Cost of Purchased Gas per Rule 17.3.6; and dividing the difference by; 3) the metered sales of SC Nos. 1, 2, 5, 7, 8, 12 and 13 sales customers. Carrying charges for the annual LAUF reconciliation will be calculated at the other customer capital rate.

**17.1.6 System Performance Adjustment (SPA)**

17.1.6.1 A SPA per therm rate will be applicable to the SC Nos. 1, 2, 5, 7, 8, 12 and 13 sales customers and the SC Nos. 1MB, 2MB, 5, 7, 8, 12MB, 12DB and 13MB transportation customers. The SPA per therm rate will be a credit if the actual system LAUF percentage is less than the LAUF Target or a surcharge if the actual system LAUF percentage exceeds the LAUF Target during the 12-month period ending the previous August.

17.1.6.2 The Total SPA Amount will be determined each 12-month period ending August 31<sup>st</sup> by multiplying: 1) the average per therm commodity cost of gas determined per Rule 17.1.5.3 by; 2) the metered sales of SC Nos. 1, 2, 5, 7, 8, 12 and 13 sales customers and SC Nos. 1MB, 2MB, 5, 7, 8, 12 MB, 12DB and 13MB transportation customers by; 3) the percentage difference determined by:

17.1.6.2.1 Subtracting the LAUF Target from actual system LAUF if actual system LAUF is within the Dead Band Upper Limit and Dead Band Lower Limit.

**17.1.7 Inactive Accounts Adjustment**

Beginning September 1, 2018, Niagara Mohawk will remove from the LAUF calculation an estimate of gas usage associated with meters that have been “inactive” for more than 90 days. Inactive meters are those that are not associated with an active customer account. Effective September 1, 2022, this calculation will be converted to a monetary adjustment by multiplying the inactive account volumes by Weighted Average Cost of Gas for the period applicable to the calculation. The monetary inactive account adjustment will be included in the annual GAC reconciliation as a separate line item that increases gas cost revenues.

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**GENERAL INFORMATION****17. ADJUSTMENT OF RATES IN ACCORDANCE WITH CHANGES IN THE COST OF PURCHASED GAS: (continued)**

## 17.1.6 System Performance Adjustment (SPA) (continued)

17.1.6.2.2 Subtracting the LAUF Target from the Dead Band Upper Limit if actual system LAUF exceeds the Dead Band Upper Limit.

17.1.6.2.3 Subtracting the LAUF Target from the Dead Band Lower Limit if actual system LAUF is less than the Dead Band Lower Limit.

17.1.6.3 The SPA per therm rate is calculated by dividing: 1) the Total SPA Amount determined per Rule 17.1.6.1 adjusted for simple interest at the Commission's other customer capital rate by; 2) the projected annual sales of the SC Nos. 1, 2, 5, 7, 8, 12 and 13 sales customers and the SC Nos. 1MB, 2MB, 5, 7, 8, 12MB, 12DB and 13MB transportation customers.

17.1.6.3.1 Effective for the 12-month period starting January 1, 2015 and each subsequent 12-month period starting January 1st thereafter, the SPA per therm rate is set forth on the: 1) Statement of System Performance Adjustment; and 2) Statement of Monthly Cost of Gas and included in; 3) Delivery Service Adjustments.

17.1.6.4 Recoveries of the SPA per therm rate will be reconciled initially for the 12-month period ending December 31, 2015 and each subsequent 12-month period ending December 31st thereafter.

17.1.6.4.1 The SPA Annual Reconciliation Adjustment per therm rate will be determined by dividing the SPA Annual Reconciliation Adjustment (adjusted for simple interest at the Commission's other customer capital rate) by the projected annual sales of the SC Nos. 1, 2, 5, 7, 8, 12 and 13 sales customers and the SC Nos. 1MB, 2MB, 5, 7, 8, 12MB, 12DB and 13MB transportation customers.

17.1.6.4.2 The SPA Annual Reconciliation Adjustment per therm rate will take effect initially for the 12-month period starting January 1, 2017 and each subsequent 12-month period starting January 1st thereafter to refund any over recoveries or recover any under recoveries of the SPA per therm rate implemented per Rule 17.1.6.2. The SPA Annual Reconciliation Adjustment per therm rate will be added to the SPA per therm rate in effect at that time.

17.1.6.4.3 Effective February 1, 2022, the Company will file SPA statement to include SC Nos. 5, 7, 8 sales.

## 17.2 Risk Management Costs:

17.2.1 Risk Management Costs are costs associated with transactions that are intended to reduce price volatility or reduce overall costs to customers. These costs include transaction costs, and gains and losses associated with transactions made in commodities exchanges or with other risk management entities.

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### GENERAL INFORMATION

**17. ADJUSTMENT OF RATES IN ACCORDANCE WITH CHANGES IN THE COST OF PURCHASED GAS: (continued)**

**17.3 Monthly Cost of Gas:**

- 17.3.1 The Monthly Cost of Gas shall be the sum of the Average Cost of Gas as computed herein multiplied by the Factor of Adjustment stated in Rule 17.1 as adjusted for Supplier Refunds as stated in Rule 17.6, the Annual Surcharge or Refund as stated in Rule 17.7 and any other adjustments approved by the Public Service Commission. This Monthly Cost of Gas shall be adjusted for Load Factors.
- 17.3.2 The Average Cost of Gas shall be equal to the sum of the Average Commodity Cost of Gas and the Average Demand Cost of Gas per therm.
- 17.3.3 The Average Commodity Cost of Gas shall be computed monthly by determining the total commodity cost of gas as defined in Rule 17.3.5, less the cost of gas for customers taking standby sales service under Service Classification No. 8, less supplemental service under Service Classification No. 9 dividing such cost by the forecasted Weather Normalization quantities of gas for delivery to the Company's own customers during the month in which the Monthly Cost of Gas will be in effect. Such quantity will exclude gas purchased for sale to Service Classification No. 8 standby sales customers, and Service Classification No. 9 supplemental service customers.
- 17.3.4 The Average Demand Cost of Gas shall be computed monthly by determining the Total Demand Cost of Gas as defined in Rule 17.3.6, less D1 demand charges applicable to Service Classification No. 8 customers, less 85% of margins and capacity release credits received from Off-System Transactions, less capacity release credits received , less peaking demand charge credit pursuant to Service Classification No. 11.
  - 17.3.4.1 The resulting demand charges shall be divided by the Weather Normalization quantities of gas taken for delivery to the Company's sales customers during the twelve calendar months immediately preceding the computation date.

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## GENERAL INFORMATION

### 17. ADJUSTMENT OF RATES IN ACCORDANCE WITH CHANGES IN THE COST OF PURCHASED GAS: (continued)

- 17.3.5 The total commodity cost of purchased gas, used in the determination of the Average Commodity Cost of purchased gas as defined in Rule 17.3.3, is determined by:
  - 17.3.5.1 Applying the variable rates and charges of the transporters, storage providers and suppliers to the billing determinants associated with transportation, storage, and gas supply, for the forecasted Weather Normalization of gas to be taken for delivery to the Company's own sales customers during the month in which the Monthly Cost of Gas will be in effect.
  - 17.3.5.2 Applying the average unit cost of gas in storage at the date of computation to the quantities of gas estimated to be withdrawn from storage for the Company's own sales customers during the month in which the Monthly Cost of Gas will be in effect.
- 17.3.6 The total Demand Cost of Purchased Gas used in the determination of the Average Demand Cost of Gas as defined in Rule 17.3.4 is determined by:
  - 17.3.6.1 Applying the fixed rates and charges to the transporter's storage providers, and suppliers to the billing determinants associated with pipeline capacity, storage capacity and producer reservation charges based on the 12 month period September 1st through August 31st of each year.
- 17.3.7 Risk Management Costs, as defined in Rule 17.2, may be included within the costs described in Paragraphs 17.3.5 and 17.3.6.

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## GENERAL INFORMATION

### 17. ADJUSTMENT OF RATES IN ACCORDANCE WITH CHANGES IN THE COST OF PURCHASED GAS: (continued)

#### 17.3.8 Monthly Imbalance Surcharge or Refund

A monthly imbalance surcharge or refund will be implemented, as required, from October 1<sup>st</sup> through July 31<sup>st</sup> to minimize projected year-end under-collections or over-collections of the Monthly Cost of Gas for customers taking Gas Supply Service under Service Classification Nos. 1, 2, 5, 7, 8, 12 and 13.

#### 17.3.9 Load Factor:

The Average Demand Cost of Gas as defined in Rule 17.3.4 shall be further adjusted for load factor. These factors shall be updated by the Company annually by using the most recent four-year average ratio, as set forth on the Statement of Load Factor Ratios to be filed with the Public Service Commission apart from this rate schedule not less than thirty (30) days prior to December 1<sup>st</sup> of each year.

Initially, the Statement of Load Factor Ratios for SC 5, 7, and 8 sales will be developed by using the forecasted volumes and each subsequent filing date by using actual volumes once the data is available.

Except for the Statement of Load Factor Ratios effective February 1, 2022, each Statement of Load Factor Ratios will be filed by the Company not less than thirty (30) days prior to December 1<sup>st</sup> of each year.

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#### 17. ADJUSTMENT OF RATES IN ACCORDANCE WITH CHANGES IN THE COST OF PURCHASED GAS: (continued)

##### 17.4 Statement of Monthly Cost of Gas:

17.4.1 The Monthly Cost of Gas applicable to Service Classification Nos. 1, 2, 5, 7, 8, 12 and 13 computed as herein, will become effective the first day of the calendar month following the computation date, provided however, that the Monthly Cost of Gas will be prorated based on the days in the customer's billing cycle. The Monthly Cost of Gas will continue in effect until changed. The statement shall contain the schedules and service classifications to which the adjustment applies, the present average cost of purchased gas, the refunds or surcharges to be applied to the Monthly Cost of Gas, the date at which and the period for which the present average cost of purchased gas was determined, the Net Monthly Cost of Gas per Therm, the date when the Monthly Cost of Gas rate shall become effective and the System Performance Adjustment per therm rate. Such statement will be available on the Company's website at [www.nationalgridus.com](http://www.nationalgridus.com).

17.4.2 The Monthly Cost of Gas resulting from this provision will be filed with the Public Service Commission apart from this rate schedule not less than two business days prior to the date on which the statement is proposed to be effective.

##### 17.5 Balancing Charges:

##### 17.5.1 Charge to Marketers:

Marketers/Direct Customers taking Daily Balancing Service under Service Classification No. 11 will be subject to a Monthly Balancing Charge per therm of MPDQ for all customers contained within their Daily Balancing Pool. The resulting rates will be set forth on the Statement of Balancing Charge to be filed with the Public Service Commission apart from this rate schedule not less than three (3) days prior to any change in the effective rates.

17.5.1.1 The standard Monthly Balancing Charge rate will be based on a 5% Allowed Imbalance Tolerance and will be equal to the sum of the annualized costs per Dt per day of the effective rates for Eastern Gas Transmission & Storage Inc (EGTS) divided by 12 to arrive at a monthly rate. The annualized costs for EGTS include: (i) FTNN-GSS pipeline capacity (Dt per day), (ii) GSS Storage Demand (Dt per day), and (iii) GSS Storage Capacity (Dt per month). The resulting monthly rate will then be multiplied by 5% to determine the standard Monthly Balancing Charge. Customers may elect a larger Allowed Imbalance Tolerance for the months of April through October up to the percentages allowed per Rule 29.2.4 in the General Information section of this Tariff.

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### GENERAL INFORMATION

#### **17. ADJUSTMENT OF RATES IN ACCORDANCE WITH CHANGES IN THE COST OF PURCHASED GAS: (continued)**

##### **17.6 Refund Provision:**

17.6.1 In the event that the rates and charges of the Company's gas suppliers, pipeline transporters or storage providers are retroactively reduced, and the Company receives a refund for excess charges paid, the total amount of the refund adjusted to include simple interest at the Commission's Other Customer Capital Rate will be returned to the Company's firm customers.

##### **17.6.2 Gas Supplier Refunds**

17.6.2.1 The Company will credit gas supplier refunds to firm sales customers served under Service Classification Nos. 1,2,5,7,8,12 and 13.



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### GENERAL INFORMATION

#### 17. ADJUSTMENT OF RATES IN ACCORDANCE WITH CHANGES IN THE COST OF PURCHASED GAS: (continued)

17.6.2.2 The refund will be included as a credit in the computation of the Annual Cost of Gas Surcharge or Refund per Rule 17.7.

#### 17.6.3 Refunds from Pipeline Transporters and Storage Providers

17.6.3.1 Refunds credited by pipeline transporters or storage providers to the Company only and not to Marketers or Direct Customers that have obtained a capacity release from the Company of the associated pipeline transportation or storage capacity:

17.6.3.1.1 The refund allocable to firm sales customers served under Service Classification Nos. 1, 2, 5, 7, 8, 12 and 13 will be included as a credit in the computation of the Annual Cost of Gas Surcharge or Refund per Rule 17.7

17.6.3.1.2 The refund allocable to firm transportation customers that participate in Monthly Balancing Service under Service Classification Nos. 1, 2, 5, 7, 12 and 13:

17.6.3.1.2.1 The refund will be included as a credit in the Annual Transportation Imbalance Surcharge or Refund factor for the upcoming calendar year which will be set forth on the Gas Transportation Rate Statement and included in the Delivery Service Adjustments.

17.6.3.1.2.2 A per therm refund credit will be computed by dividing the refund by the estimated firm transportation quantities for the calendar year in which the refund is to be credited.

17.6.3.2 Refunds credited by pipeline transporters or storage providers to the Company as well as to Marketers or Direct Customers that have obtained a capacity release from the Company of the associated pipeline transportation or storage capacity:

17.6.3.2.1 The Company will treat the portion of the refund that it receives in the same manner as a gas supplier refund as described in Rule 17.6.2.

17.6.4 Where exceptional circumstances warrant, the Company may petition the Commission for a waiver or modification of the above refund plan.

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### GENERAL INFORMATION

#### 17. ADJUSTMENT OF RATES IN ACCORDANCE WITH CHANGES IN THE COST OF PURCHASED GAS: (continued)

##### 17.7 Annual Cost of Gas Surcharge or Refund:

17.7.1 A surcharge or refund (adjusted for simple interest at the Commission's other customer capital rate) to recover Monthly Cost of Gas under-collections or to refund Monthly Cost of Gas over-collections for each 12-month period ending August 31st will be computed for sales customers served under Service Classification Nos. 1, 2, 5, 7, 8, 12 and 13 by taking: 1) allowed gas expense and subtracting the; 2) Monthly Cost of Gas revenues (exclusive of gross revenue taxes); and 3) Other Revenues/Adjustments and then adding; 4) the LAUF Adjustment.

##### 17.7.1.1 The allowed gas expense is determined by taking:

- 1) The cost of purchased gas including Risk Management Costs as recorded on the books of the Company for the 12-month period ending August 31st

And then subtracting:

- 2) Cost of gas related to sales to Service Classification No. 10
- 3) Cost of gas for customers taking standby sales service under Service Classification No. 8
- 4) Daily and monthly cashouts for under deliveries, true up charges for under deliveries and other charges collected pursuant to Service Classification No. 11
- 5) Capacity release credits received pursuant to Service Classification No. 11
- 6) Gas costs associated with Off-System Transactions
- 7) Stranded Capacity Costs calculated in accordance with Rule 17.9 of the General Information Section

And then adding:

- 8) Daily and monthly cashouts for over deliveries, true up charges for over deliveries, and any other charges paid by the Company to Marketers pursuant to Service Classification No. 11

17.7.1.2 The Monthly Cost of Gas revenues are determined for sales customers served under Service Classification Nos. 1, 2, 5, 7, 8, 12 and 13.

17.7.1.3 Other Revenues/Adjustments are equal to the sum of:

- 1) Standby charges collected from residential and human needs delivery only customers in accordance with Rule 3.2.2 of the General Information Section
- 2) Unauthorized usage penalty charges collected in accordance with Rule 3.3 of the General Information Section
- 3) Monthly Balancing Charges, Demand Transfer Recovery charges, Forced Balancing OFO penalty charges, penalty charges for daily imbalances and storage inventory charges collected pursuant to Service Classification No. 11
- 4) Supplier refunds in accordance with Rule 17.6 of the General Information Section

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**GENERAL INFORMATION****17. ADJUSTMENT OF RATES IN ACCORDANCE WITH CHANGES IN THE COST OF PURCHASED GAS: (continued)**

- 5) Supplemental service revenues pursuant to Service Classification No. 9
- 6) 85% of margins and capacity release credits received from Off-System Transactions
- 7) Any remaining cost of gas under-collections or over-collections from the previous year (adjusted for simple interest at the Commission's other customer capital rate) to be recovered or refunded to sales customers served under Service Classification Nos. 1, 2, 5, 7, 8, 12 and 13

17.7.1.4 The LAUF Adjustment is determined per Rule 17.1

17.7.2 The amounts derived in 17.7.1 shall be divided by the quantities of gas purchased for customers taking service under Service Classification Nos. 1, 2, 5, 7, 8, 12 and 13 during the determination period to determine the surcharge or refund rates. Any refund or surcharge under this paragraph shall include simple interest at a rate to be determined from time to time by the Commission. The factor of adjustment as defined in Rule 17.1 will be applied to these amounts.

17.7.3 The determination period to be used in the computation of the surcharge or refund will be the twelve months ended August 31 of each year. The surcharge or refund computation will be filed with the Public Service Commission on or before October 15 of each calendar year.

17.7.4 The surcharge or refund will be effective with the January 1st Statement of Monthly Cost of Gas.

17.7.5 Effective February 1, 2022, the Statement of Monthly Cost of Gas for Service Classification Nos. 5, 7 and 8 will include the annual reconciliation surcharge or refund.

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### GENERAL INFORMATION

#### 17. ADJUSTMENT OF RATES IN ACCORDANCE WITH CHANGES IN THE COST OF PURCHASED GAS: (continued)

##### 17.9 Stranded Capacity Costs:

- 17.9.1 Stranded Capacity Costs are costs to the Company of pipeline and storage capacity, including costs of capacity that are not assigned, that are not offset by capacity release revenues or off-system sales and that are no longer necessary for sales customers (including standby service transportation customers) due to migration and that, prior to the migration, were recovered from such customers.
- 17.9.2 The Company's recovery of such costs will be funded through a volumetric surcharge to the Gas Delivery Service Rates of Service Classification Nos. 1, 2, 5, 7, 8, 12 and 13 and through an adjustment to the Service Classification No. 8 D1 Demand Charge. The cost assigned to the Service Classification No. 8 customers will be a ratio of their elected D1 Demand for Standby Service to the forecasted system peak day demand multiplied by the total stranded cost. There will be no gap in the Company's recovery of Stranded Capacity Costs during the settlement period.

#### 18. GAS FIRED EMERGENCY ELECTRIC GENERATION:

- 18.1 Company will allow the attachment of gas-fired emergency electric generators under the following conditions:
  - 18.1.1 Only sufficient emergency electric generation may be installed to provide minimum requirements for safety and health.
  - 18.1.2 The customer shall pay all costs associated with meter installation, and, if necessary, system reinforcement, mains and service lines.
  - 18.1.3 When the Company has sales restrictions, the emergency electric generation customer will be penalized for excessive usage.
    - 18.1.3.1 Excessive usage will occur when the customer exceeds their existing annual limitation for other uses plus an annual emergency electric generation allotment allowing one-half (1/2) hour testing each week and estimated use during verifiable power outages.

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## GENERAL INFORMATION

### 18. GAS FIRED EMERGENCY ELECTRIC GENERATION: (continued)

18.1.3.2 Usage over this new annual limitation will be billed, where appropriate, at the maximum tariff penalty for unauthorized use.

### 19. TAX FACTORS APPLICABLE IN MUNICIPALITY WHERE SERVICE IS SUPPLIED:

- 19.1 The rates and charges for service under all Service Classifications of this Schedule P.S.C. No. 219 Gas, including Gas Supply and minimum charges, shall be increased by a factor developed from the aggregate percentage rate of the taxes imposed on the Company's gas revenues pursuant to Sections 186-a and Section 210 of the State Tax Law; Section 20-b of the General City Law; and Section 5-530 of the Village Law. Two tax factors shall be applied, one to Delivery Service Revenue and one to Commodity Service Revenue. The total of all rates and charges will be multiplied by 1 plus a factor equal to the result of the tax rate divided by 1 minus the tax rate for the appropriate municipality.
- 19.1.1 Delivery Service Revenue is defined as all charges included under the Gas Delivery Charges portion of a customer's bill exclusive of sales taxes and import taxes. Delivery Service Revenue will include Standby Charges.
- 19.1.2 Commodity Service Revenue is defined as all charges included under the Gas Supply Charges section of the customer's bill exclusive of sales taxes. This will include the charge for Gas Supply and the Merchant Function Charge.
- 19.1.3 The applicable revenue tax surcharge factor shall be set forth on statements filed with the Public Service Commission and are subject to adjustment whenever a city or village levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such tax.
- 19.1.3.1 Every such statement shall be filed not less than fifteen (15) business days before the date on which the statement 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 tax enactment that are rendered on or after the effective date of the statement; and shall be canceled not more than five (5) business days after the tax enactment either ceases to be effective or is modified so as to reduce the tax rate.

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### GENERAL INFORMATION

**19. TAX FACTORS APPLICABLE IN MUNICIPALITY WHERE SERVICE IS SUPPLIED:  
(continued)**

19.1.3.2 Such statement will be available to the public on the Company's website at  
[www.nationalgridus.com](http://www.nationalgridus.com).

**20. SERVICE RE-ESTABLISHMENT CHARGE:**

- 20.1 When the Company re-establishes gas service to the same customer at the same meter location where the service was disconnected for non-payment of bills, a service re-establishment charge will be made in addition to all other charges under this schedule. The following charges will be assessed for each service that was discontinued at the meter or at the outside service valve:
- 20.1.1 When the customer specifies service to be re-established during normal business hours, a service re-establishment charge will be assessed regardless of the time the service is actually re-established. The charge applicable to all customers is \$54.00.
- 20.1.2 When the customer specifies service to be re-established during other than normal business hours, a service re-establishment charge will be assessed. The charge applicable to all customers is \$68.00.
- 20.1.3 When the customer also receives electric service at the same location from the Company and the electric service is being re-established at the electric meter, the larger of the two electric and gas charges will be the applicable charge to cover the electric and gas re-establishment if both services are re-established at the same time.
- 20.1.4 After agreement with the customer on the date, time and charge for service re-establishment, the Company will endeavor to re-establish service as soon as possible.
- 20.1.5 For purposes of this Rule, normal business hours are considered to be from 8:00 a.m. to 4:00 p.m., local time, Monday through Friday, excluding holidays.
- 20.1.6 Effective February 1, 2022, the company will waive the re-establishment fees for customers that participate in the EAP program and have had their service disconnected for non-payment.

**21. PAYMENT OF INTEREST ON CUSTOMER OVERCHARGES:**

- 21.1 The Company shall pay interest on customer overpayments when the overpayment was caused by Company error. The Company is not required to pay interest on overpayments if the Company remits a refund to the customer within thirty (30) days after the date the customer's overpayment is received by the Company.
- 21.1.1 A customer overpayment is defined as payment by the customer to the utility in excess of the correct charge for gas service supplied to the customer which was caused by erroneous billing by the Company.

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## GENERAL INFORMATION

### 21. PAYMENT OF INTEREST ON CUSTOMER OVERCHARGES: (continued)

- 21.1.2 The interest rate to be applied to customer overpayments shall be the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. The 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.
- 21.1.3 The total billing refund amount, overpayment and interest, will be applied to the past due balances on the customer's account. Any remaining refund amount will be paid by check to the customer, unless otherwise directed by the customer. Prior customers no longer receiving service will be paid by check. Total refund amounts relating to matters other than billing will normally be refunded by check to the customer or developer, unless the customer or developer currently owes the Company for services rendered.

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### **GENERAL INFORMATION**

**22. Reserved for future use**



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### **GENERAL INFORMATION**

**22. Reserved for future use**

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## GENERAL INFORMATION

### 22. Reserved for future use

### 23. EMPIRE ZONE RIDER:

23.1 The Empire Zone Rider program is closed to new applicants/customers, but the Company will continue to honor existing Empire Zone Rider arrangements for their remaining term period. Current participants are served under Service Classification Nos. 2, 5, 7, 8, and:

23.1.1 Whose end use is non-residential in nature, and

23.1.2 Who have been certified by the state and local economic development zone administrators as being eligible to receive the benefits pursuant to Article 18-B of the General Municipal Law and

23.1.3 Who add to the Company's system gas volume at least:

23.1.3.1 280 Therms per month for S.C. No. 2

23.1.3.2 20,833 Therms per month for S.C. No. 5 or S.C. No. 8

23.1.3.3 4,167 Therms per month for S.C. No. 7,

shall be eligible to take service hereunder and in accordance with Service Classification Nos. 2, 5, 7, or 8 and to pay a reduced amount for such service as described below.

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**GENERAL INFORMATION****23. EMPIRE ZONE RIDER: (continued)**

23.2 Customers accepted for service under the provisions of this rider shall be qualified to pay a reduced amount for service as follows:

23.2.1 Customers taking service under Service Classification No. 2 shall receive a discount of 5.0 cents per therm, adjusted by the Deferral Surcredits as shown below in Rule 23.2.1.4 and applied to:

23.2.1.1 All monthly consumption in excess of 280 Therms for new customers.

23.2.1.2 All monthly consumption in excess of 280 Therms for existing customers whose monthly base normalized consumption is less than 280 Therms. (example: Base of 180 Therms + 280 Therms of incremental usage = 460 Therms. If consumption = 600 Therms, Discount Therms = 600 Therms - 280 Therms = 320 Therms. If consumption = 400 Therms, Discount Therms = 0 Therms.)

23.2.1.3 All monthly consumption in excess of the monthly base normalized consumption for existing customers whose monthly base normalized consumption exceeds 280 Therms. (example: Base of 400 Therms + 280 Therms of incremental usage = 680 Therms. If consumption = 600 Therms, Discount Therms = 0 Therms. If consumption = 700 Therms, Discount Therms = 700 Therms - 400 Therms = 300 Therms.)

23.2.1.4 Pursuant to the order of the Public Service Commission ("Commission") dated in Case 20-G-0381 qualifying EZR load is not eligible to receive the Deferral Surcredit. The EZR discount will be adjusted by the applicable Deferral Surcredit that is included in standard delivery service rates for the duration of the Deferral Surcredits included in Rule 41. The resulting EZR discount rates effective July 1<sup>st</sup>, 2023 are shown in the table below:

Service Classification No. 2	EZR Discount	Deferral Surcredit	Net EZR Discount
281- 5,000 Therms, per Therm	\$0.05	(\$0.01757)	\$0.03243
Over 5,000 Therms, per Therm	\$0.05	(\$0.00627)	\$0.04373

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### **GENERAL INFORMATION**

#### **23. EMPIRE ZONE RIDER: (continued)**

23.2.2 Reserved for future use

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#### 23. EMPIRE ZONE RIDER: (continued)

23.2.3 Customers taking service under Service Classification No. 5 or Service Classification No. 8 shall receive a discount of 3.0 cents per Therm, adjusted by the Deferral Surcredits as shown below in Rule 23.2.3.4 and applied to:

23.2.3.1 All monthly consumption in excess of 20,833 Therms for new customers.

23.2.3.2 All monthly consumption in excess of 20,833 Therms for existing customers whose monthly base normalized consumption is less than 20,833 Therms.

23.2.3.3 All monthly consumption in excess of the monthly base normalized consumption for existing customers whose monthly base normalized consumption exceeds 20,833 Therms.

23.2.3.4 Pursuant to the order of the Public Service Commission ("Commission") dated in Case 20-G-0381 qualifying EZR load is not eligible to receive the Deferral Surcredit. The EZR discount will be adjusted by the applicable Deferral Surcredit that is included in standard delivery service rates for the duration of the Deferral Surcredits included in Rule 41. The applicable discount rates effective July 1<sup>st</sup>, 2023 are shown in the table below:

Service Classification No. 5	EZR Discount	Deferral Surcredit	Net EZR Discount
Over 20,833 Therms, per Therm	\$0.03	(\$0.00632)	\$0.02368

Service Classification No. 8	EZR Discount	Deferral Surcredit	Net EZR Discount
20,834 - 100,000 Therms, per Therm	\$0.03	(\$0.00442)	\$0.02558
Next 400,000 Therms, per Therm	\$0.03	(\$0.00416)	\$0.02584
Over 500,000 Therms, per Therm	\$0.03	(\$0.00359)	\$0.02641

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### GENERAL INFORMATION

#### 23. EMPIRE ZONE RIDER: (continued)

23.2.4 Customers taking service under Service Classification No. 7 shall receive a discount of 5.0 cents per Therm adjusted by the Deferral Surcredit as shown below in Rule 23.2.4.4 and applied to:

23.2.4.1 All monthly consumption in excess of 4,167 Therms for new customers.

23.2.4.2 All monthly consumption in excess of 4,167 Therms for existing customers whose monthly base normalized consumption is less than 4,167 Therms.

23.2.4.3 All monthly consumption in excess of the monthly base normalized consumption for existing customers whose monthly base normalized consumption exceeds 4,167 Therms.

23.2.4.4 Pursuant to the order of the Public Service Commission (“Commission”) dated in Case 20-G-0381 qualifying EZR load is not eligible to receive the Deferral Surcredit. The EZR discount will be adjusted by the applicable Deferral Surcredit that is included in standard delivery service rates for the duration of the Deferral Surcredits included in Rule 41. The applicable discount rates effective July 1<sup>st</sup>, 2023 are shown in the table below:

Service Classification No. 7	EZR Discount	Deferral Surcredit	Net EZR Discount
4,168 – 4,200 Therm, per Therm	\$0.05	(\$0.01627)	\$0.03373
Over 4,200 Therms, per Therm	\$0.05	(\$0.00661)	\$0.04339

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### GENERAL INFORMATION

#### 23. EMPIRE ZONE RIDER: (continued)

- 23.3 The above mentioned discounts will be revised and changed, if required, during each rate change proceeding. The revised discounts would apply to existing customers served by the Rule as well as to newly certified customers.
- 23.4 Any consumption receiving discounts will not receive deferral surcredits defined in Rule 41.
- 23.5 Customers qualifying for the Empire Zone Rider receive a Certificate of Eligibility from the State of New York, which entitles said customer to continue service at the discounted rate until the designated ten (10) year term expires, provided the customer maintains their zone certification throughout that period. The Company shall receive a copy of this certificate prior to offering a customer the discounted rate, and reserves the right to periodically verify said customer's continued eligibility for the program, and to remove any decertified customers from the program.
- 23.6 Inquiries concerning service under the Empire Zone Rider should be directed to the Economic Development Department, Niagara Mohawk Power Corporation, 300 Erie Boulevard West, Syracuse, New York 13202.

#### 24. COMPENSATION TO CUSTOMERS EXPERIENCING GAS WIDESPREAD PROLONGED OUTAGES

##### 24.1 Definitions Applicable Under this General Rule Only

"Proof of Loss" is defined as verifiable proof of perishable food and/or prescription medication spoilage a customer may be required to provide in addition to proof of the use of a gas-powered refrigerator or freezer and an itemized list, including price of the list items, of the perishable food and/or prescription medication for which the Customer claims reimbursement. To verify spoilage, the Customer must provide a depiction (photographic evidence) of food and/or prescription medication spoilage. To determine the Reimbursement amount of an impacted Customer's food and/or prescription medication spoilage, the Customer must provide at least one of the following Proof of Loss consisting of itemized receipts, itemized cash register receipts, itemized credit card receipts, photographs of replacement goods that also indicate the price of the item, or other verifiable documentation of the market value of the item. In appropriate circumstances, an interview with the claimant to ascertain the above information may satisfy the need to provide proof of loss.

"Reimbursement" is defined as monetary compensation for food and/or prescription medication.

"Small Business Customer", specific to this Rule, means a gas customer who receives service under SC 2 using less than or equal to 750 dekatherms per year, or, for customers with less than one year of actual meter readings, is a firm gas customer that has an average actual monthly usage that when multiplied by 12 does not exceed 750 dekatherms.

"Eligible Residential Customer", specific to this Rule, means a customer who receives service under the SC 1 and SC 13.

"Gas Widespread Prolonged Outage" means a gas outage event impacting at least 1,500 customers at the same time and having one or more customers who remain without service for 72 hours or more, unless the Utility is denied access to inspect and relight those services prior to the 72-hour mark.

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### 24. COMPENSATION TO CUSTOMERS EXPERIENCING GAS WIDESPREAD PROLONGED OUTAGES (continued)

24.1.2 Notwithstanding any other provision of law, in the event that an Eligible Residential Customer, or a Small Business Customer, experience a Gas Widespread Prolonged Outage, the Company shall:

24.1.2.1 Provide a credit of \$25 on the balance of such Eligible Residential Customer's gas account for each subsequent full 24-hour period of service outage that occurs for such customer after the initial 72 consecutive hours of such Gas Widespread Prolonged Outage. For any bill credits that exceed the customer's bill, any remaining credit will be carried over into future billing cycles until depleted. No credits will be provided in circumstances where the restoration of service is delayed prior to the 72 hours of the Gas Widespread Prolonged Outage due to the failure to provide the Company access to inspect piping and appurtenances and relight appliances or for safety purposes due to inadequate customer-owned equipment such as compromised piping or where no appliances can be relit. Additionally, no credits will be provided in circumstances where customers have gas service but may be unable to use gas appliances due to an electric outage. The customer is required to provide the Company access to the building or location supplied with gas pursuant to Rule 8 to permit service to be restored in a timely manner and may be billed a \$100 penalty charge for each such offense when access is denied preventing the Company from restoring gas service.

24.1.2.2 Provide Reimbursement to Eligible Residential Customers of any food spoiled due to lack of natural gas-powered refrigeration resulting from a Gas Widespread Prolonged Outage. Eligible Residential Customers shall provide the Company proof of use of a gas-powered refrigerator or freezer and an itemized list of all food spoiled, including price of the items listed, and/or Proof of Loss of food spoiled within 14 days following the first 72 hours of a Gas Widespread Prolonged Outage. The Company shall reimburse such customer within 30 days of the required information, provided, however, that if the Company has applied for a waiver pursuant to Public Service Law Section 73(3), the Company shall reimburse the customer within a time period to be determined by the Commission after the Commission renders a decision on the waiver request. The amount of the Reimbursement shall not exceed a total of \$235 dollars for customers who provide an itemized list, including the price of the items listed. The amount of the Reimbursement for customers who provide Proof of Loss shall not exceed \$540.

24.1.2.3 Provide Reimbursement to Eligible Residential Customers of prescription medication spoiled due to lack of natural gas-powered refrigeration. Eligible Residential Customers shall provide the Company proof of the use of a gas-powered refrigeration or freezer and an itemized list, including price of the items listed, and Proof of Loss of prescription medication spoiled due to lack of natural gas-powered refrigeration within 14 days following the first 72 hours of a Gas Widespread Prolonged Outage. The Company shall reimburse such customer within 30 days of the receipt of the required information, provided, however, that if the Company has applied for a waiver pursuant to Public Service Law Section 73(3), the Company shall reimburse the customer within a time period to be determined by the Commission after the Commission renders a decision on the waiver request. The amount of the Reimbursement shall total no more than the actual cost of the perishable prescription medicine spoiled due to lack of natural gas-powered refrigeration.



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**GENERAL INFORMATION****24. COMPENSATION TO CUSTOMERS EXPERIENCING GAS WIDESPREAD PROLONGED OUTAGES (continued)**

- 24.1.2.4 Provide Reimbursement to Small Business Customers for any food spoiled due to lack of natural gas-powered refrigeration. Small Business Customers shall provide the Company with proof of the use of a natural gas-powered refrigerator or freezer and an itemized list, including price of the items listed, and Proof of Loss for all food spoiled within 14 days following the first 72 hours of a Gas Widespread Prolonged Outage. The Company shall reimburse the Small Business Customer within 30 days of the receipt of the required information, provided, however, that if the Company has applied for a waiver pursuant to Public Service Law Section 73(3), the Company shall reimburse the Small Business Customer within a time period to be determined by the Commission after the Commission renders a decision on the waiver request. The amount of reimbursement shall not exceed \$540 dollars.
- 24.1.3 All collection-related activities including terminations of service for non-payment and assessment of late payment charges, with the exception of issuance of service termination notices and assessment of security deposits, will be suspended for at least 14 days for customers that experienced a Gas Widespread Prolonged Outage.

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## GENERAL INFORMATION

### 25. EXCELSIOR JOBS PROGRAM:

- 25.1 The Excelsior Jobs Program (“EJP”) is sponsored by the New York State Department of Economic Development. The New York State Excelsior Jobs Program is a tax incentive program commencing with tax years beginning in 2011 for non-residential customers who add additional load or who are new customers and are qualified for discounted rates by the NYS Department of Economic Development. Qualified customers are eligible for discounted rates for up to a consecutive ten year term from the date the Company receives a Certificate of Tax Credit from the NYS Department of Economic Development.
- 25.2 Definitions:
- 25.2.1 "Certificate of Eligibility" means the document, as defined in the EJP Act, issued by Empire State Development (“ESD”) to a Customer or applicant that has been accepted into EJP for their location. Possession of a certificate of eligibility does not by itself guarantee eligibility to claim benefits under EJP.
- 25.2.2 "Certificate of Tax Credit" means the document, as defined in the EJP Act, issued to a participant by ESD that entitles a participant to claim a tax credit and reduced delivery rates for a twelve month period pursuant to the EJP Act.

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#### 25. EXCELSIOR JOBS PROGRAM:

##### 25.3 Eligibility Criteria:

- 25.3.1 Any applicant or customer whose end use is non-residential in nature; and who qualifies for service under and in accordance with the provisions of customers served under Service Classification Nos. 2, 5, 7, or 8 and
- 25.3.2 who has a Certificate of Eligibility and the Company receives a Certificate of Tax Credit for that applicant/customer from the NYS Department of Economic Development; and
- 25.3.3 who permanently increases their monthly base load gas consumption by twenty-five percent (25%) or more or is a new customer.
  - 25.3.3.1 For existing customers, the Company shall determine increased gas consumption by establishing a monthly base usage pattern at the premises based upon the historical consumption for the twelve-month period immediately preceding the customer's receipt of its initial EJP Certificate of Eligibility. For weather sensitive customers, this monthly base usage pattern will be normalized. Where actual gas usage increases over such base by twenty-five percent in a month, then applicant will be eligible for the benefits of this Rider for that month, and gas usage in excess of the base will be eligible for an EJP rate. For weather sensitive customers, this actual gas usage will be normalized. All monthly gas consumption not meeting the discount qualifications of this Rider shall be billed at the applicable Service Classification rates and charges. For a new customer with no historical usage, the monthly base usage will be considered as zero. EJP Load is load in a given month above the customer's base for that month.

##### 25.4 Certification and Verification

- 25.4.1 Customers with a "Certificate of Eligibility" will be eligible to qualify to receive a Certificate of Tax Credit each year which will entitle the customer to receive service at a discounted rate for the following twelve-month period commencing with the next full billing period after the utility receives the certificate of tax credit. Service at discounted rates will end no later than fifteen months after receipt of such notification. The Company shall receive a copy of this certificate of tax credit prior to billing the discounted rate.
- 25.4.2 In addition, qualifying customers must keep their account in good standing for the discounted delivery rate to begin and continue.

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#### 25. EXCELSIOR JOBS PROGRAM:

- 25.5 EJP Rate - For existing customers meeting the increased consumption criteria stated above, the following delivery rates, including ETIP costs as explained in Rule 31, shall apply to any gas consumption above the stated monthly base load in excess of the consumption included in the minimum charge. For new customers, the following delivery rate applies to all gas consumption in excess of the consumption included in the minimum charge:

Service Classification	EJP (\$/therm)	ETIP (\$/therm)	Total EJP: EJP + ETIP (\$/therm)
Service Classification No. 2 Commercial	\$0.11962	\$0.01809	\$0.13771
Service Classification No. 2 Industrial	\$0.11962	\$0.01809	\$0.13771
Service Classification No. 5	\$0.03725	\$0.01801	\$0.05526
Service Classification No. 7	\$0.06817	\$0.02349	\$0.09166
Service Classification No. 8	\$0.03620	\$0.01828	\$0.05448

- 25.5.1 All EJP load is exempt from the Company's Revenue Decoupling Mechanism and Earnings Adjustment Mechanism.
- 25.5.2 All EJP load is exempt from deferral surcredits defined in Rule 41. All customers receiving the EJP rate will be responsible for the Monthly Minimum Charge under the customer's applicable Service Classification Nos. 2, 5, 7, or 8.
- 25.5.3 With the exception of Rule 25.5.1, all customers receiving the EJP rate will be responsible for all of the surcharges as applicable under the customer's applicable Service Classification Nos. 2, 5, 7, or 8.
- 25.5.4 All monthly gas consumption not meeting the discount qualifications of this Rider shall be billed at the customer's applicable Service Classification Nos. 2, 5, 7, or 8 rates and charges.
- 25.6 The above mentioned rates will be revised and changed, if required, during each rate change proceeding. Any revised rates will apply to existing customers served by the Rule as well as to newly certified customers.
- 25.7 The Company will perform an annual review of all EJP customer classes that may pay more on EJP marginal rates than the otherwise applicable standard tariff rate. If that review indicates a customer paid more on EJP rates than on the standard tariff rate, the Company will provide a refund for the difference.
- 25.8 Effective February 1, 2022, before commencement of discounted service EJP service, eligible customers must demonstrate that an assessment of potential energy efficiency opportunities has been undertaken, including documentation of measures that have been explored through programs offered by the Company, the New York State Energy Research and Development Authority, and/or other entities.

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**GENERAL INFORMATION****26. GAS NET REVENUE SHARING MECHANISM:****26.1 Gas Net Revenue Sharing Targets**

26.1.1 The Gas Net Revenue Sharing Rate will be based on the following Delivery Service Revenue Targets:

Service Class	July 1, 2021 – June 30, 2022	July 1, 2022 – June 30, 2023	July 1, 2023 – June 30, 2024
SC No. 6	\$ 2,932,145	\$ 2,308,499	\$ 2,519,330
SC No. 9	\$ 4,621,595	\$ 5,005,584	\$ 5,156,572
SC No. 14	\$ 13,010,642	\$ 13,086,570	\$ 13,167,461

By September 15, 2022 and each September 15<sup>th</sup> thereafter, the Company will submit for review and approval by the Public Service Commission, its calculation of any net revenue refund or recovery as set forth in Rules 26.2 and 26.3 for the 12-month period July 1<sup>st</sup> through June 30<sup>th</sup>.

If the Company does not file for new rates to be effective on or before July 1, 2024, the annual Net Revenue Sharing targets will be based on Rate Year 3 revenue targets.

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**GENERAL INFORMATION**

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#### 26. GAS NET REVENUE SHARING MECHANISM: (continued)

##### 26.2 Delivery Service Revenue Sharing:

###### 26.2.1 July 1, 2021 through June 30, 2022 and each subsequent 12-month period thereafter:

The Company will reconcile: 1) ninety percent (90%) of the difference between the SC No. 6 Delivery Service Target as defined in Rule 26.1.1, and actual SC No. 6 delivery service revenues for the corresponding period and 2) one hundred percent (100%) of the difference between the combined SC Nos. 9 and 14 Delivery Service Target as defined in Rule 26.1.1, and actual SC Nos. 9 and 14 delivery service revenues for the corresponding period as adjusted in paragraph 26.3.3 below. Any under or over recoveries will be recovered from or credited to SC Nos. 1, 2, 5, 7, 8, 12, and 13 for the 12-month period beginning October 1<sup>st</sup> after the reconciliation period. The Net Revenue Sharing per therm surcharge or credit will be set forth on the Statement of Net Revenue Sharing Adjustment. The Company will combine any over/under recovery for the period April 1, 2021 through June 30, 2021 with over/under recoveries for the period July 1, 2021 to June 30, 2022. The NRS will appear on the Statement of Net Revenue Sharing Adjustment to be filed three (3) days prior to its effective date.

##### 26.3 Delivery Service Revenue Adjustments

For purposes of the calculations described in Rule 26.2 the following adjustments shall apply:

- 26.3.1 Actual SC No. 6 delivery service revenues shall exclude delivery service revenues associated with any customer that became an SC No. 6 customer on or after July 1, 2021.
- 26.3.2 Actual SC Nos. 9 and 14 delivery service revenues shall exclude delivery service revenues associated with any existing firm customers that rate switch to SC Nos. 9 or 14 on or after July 1, 2021.



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**GENERAL INFORMATION****26. GAS NET REVENUE SHARING MECHANISM: (continued)**

- 26.3.3 Actual SC Nos. 9 and 14 delivery service revenues shall be credited the actual delivery service revenues of any customer who is an SC Nos. 9 or 14 customer as of June 30, 2021 that rate switches to any other firm or non-firm service classification on or after July 1, 2021 as if there were no rate switch. There will be no adjustment for SC Nos. 9 and 14 customers that rate switch between these two service classifications.
- 26.3.4 Actual SC No. 6 delivery service revenues shall be credited the actual delivery service revenues of any customer who is an SC No. 6 customer as of June 30, 2021 that rate switches to any other firm or non-firm service classification on or after July 1, 2021 as if there were no rate switch
- 26.3.5 Niagara Mohawk will be entitled to retain delivery service revenues from SC No 9 contracts at locations that have no preexisting facilities or whose facilities are not adequately sized to accommodate the new demand. Delivery service revenues retained by the Company must be incremental to those that may be obtained from existing gas equipment, provided that service to such new locations require investments by the Company in excess of those required for service lines, regulation and metering. If construction of a main extension is required, and such extension is off a main installed to serve an existing or past SC No. 9 customer, a portion of the delivery service revenues generated by the new contract will be shared with ratepayers. The allocation between Niagara Mohawk and ratepayers shall be established using principles consistent with the Commission's gas main extension policy.

**27. WEATHER NORMALIZATION ADJUSTMENT:****27.1 Applicability:**

- 27.1.1 The rates for gas service to all heating customers under Service Classification Nos. 1, 2, 5 and 7 shall be subject to a Weather Normalization Adjustment to reflect the impact of heating degree day variations from average 30 year normal levels, as determined on a revenue month basis, for the months of October through May inclusive.
- 27.1.2 The Weather Adjustment Factor will be applied to the customer's total consumption for the billing cycle. A new Weather Adjustment Factor will be calculated for each billing cycle. The monthly volume deviation shall be computed for each billing period for which adjustment is made using the formula described below.

**27.2 Definitions:**

$$WAF = M * \frac{DDF * (NDD - ADD)}{BL + (DDF * ADD)}$$

$$WNA\ R/S = (WAF) * (U)$$

**27.3 Where:**

- 27.3.1 WAF = Weather adjustment factor

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### 27. WEATHER NORMALIZATION ADJUSTMENT: (continued)

- 27.3.2 ADD = Actual heating degree days. Degree days are calculated by subtracting the average daily temperature (sum of the daily high and the daily low divided by two) from 65 degrees F. The remainder is the number of degree days for the day. Heating degree days result when the remainder is a positive number, (i.e., when the average temperature is below 65 degrees F). The heating degree days are then summed over the days that are in the billing cycle.
- 27.3.3 NDD = Normal heating degree days. The normal heating degree days are calculated in the same manner as the actual heating degree days, but they are based on a 30 year average of daily high and low temperatures ending December 31, 2019.
- 27.3.4 DDF = Average degree day factor in therms/heating degree day, is the estimated number of therms/heating degree day required to provide space heating for the average customer. DDF is determined separately for each customer classification and will be revised annually to reflect the temperature sensitivity reflected in the new throughput forecast. DDFs for the weather normalization period will be shown on the Statement of Weather Normalization Degree Day Factors and Base Loads.
- 27.3.5 BL = Base load is the average non-weather sensitive usage (in therms per customer) based on average usage by customers to which this adjustment applies. It is determined separately for each customer classification and will be revised annually to reflect the non-temperature sensitive usage of customers to which the adjustment applies in the new throughput forecast. Base Loads for the weather normalization period will be shown on the Statement of Weather Normalization Degree Day Factors and Base Loads.
- 27.3.6 M = Margin is the non-gas rate in dollars per therm. It equals the unit price of the rate block in which the customer's monthly delivery usage ended.
- 27.3.7 R/S = Refund or Surcharge in \$/customer.
- 27.3.8 U = Usage over the billing period in therms/customer.
- 27.3.9 Under this formula, the Weather Adjustment Factor (WAF) is calculated by dividing the estimated deficiency or excess in therms per customer due to weather variation for each billing cycle by the estimated average total therms used per billing cycle. The weather-related variation per customer is calculated by taking the actual heating degree days (ADD) for the billing cycle and calculating the amount by which the heating degree days exceed the normal heating degree days (NDD), or are less than the normal heating degree days (NDD), for the billing cycle. That amount is multiplied by the therms per heating degree day (DDF) per customer. The weather-related therm variation is then divided by the estimated average total usage per customer for the particular billing cycle. That amount is calculated by taking the base load (BL) therms per customer and adding the therms per heating degree days (DDF) multiplied by the actual heating degree days (ADD) for the particular billing cycle. The resulting ratio is then multiplied by the

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### 27. WEATHER NORMALIZATION ADJUSTMENT: (continued)

27.3.9 (continued)

applicable margin (M) to arrive at the Weather Adjustment Factor (WAF). The actual refund or surcharge would then be calculated by multiplying the WAF by the usage over the billing period (U).

27.4 Degree Day Factors (DDF) and Base Loads (BL) will be updated by the Company annually, effective June 1<sup>st</sup>, in a Statement of Weather Normalization Degree Day Factors and Base Loads thirty (30) days prior to its effective date.

### 28. TRANSPORTATION AND AGGREGATION OPTIONS:

28.1 Existing customers receiving service under Service Classification 1 who wish to participate in a transportation program must participate in Monthly Balancing as per the Terms of SC 11 Load Aggregation.

Issued By: Thomas B. King, President, Syracuse, New York

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**GENERAL INFORMATION****28. TRANSPORTATION AND AGGREGATION OPTIONS: (continued)**

- 28.2 Existing customers receiving service under Service Classification No. 2 with an annual use of 35,000 therms or less (based on actual twelve-month historic data), who wish to participate in a transportation program must participate in Monthly Balancing as per the terms of Service Classification No. 11.
- 28.3 Existing customers receiving service under Service Classification No. 2 with annual use greater than 35,000 and less than 50,000 therms (based on actual twelve-month historic data), who wish to participate in a transportation program, may join in Monthly Balancing or become a direct customer as per the term of Service Classification No. 11.
- 28.4 Existing customers receiving sales and transportation service under Service Classification No. 7 will have the option of electing to participate in a balancing pool or become a direct customer in either Monthly Balancing or Daily Balancing. Existing customers designated as human needs who participate in Daily Balancing must certify 100% dual fuel capability or alternately certify that they maintain, or have continuous access to, five (5) winter months (November – March) of primary firm capacity from a receipt point, acceptable to the Director of Gas Supply, into the Company's east/west city gate, as applicable, sufficient to meet the customers' Maximum Peak Day Quantity. Effective February 1, 2022, new firm non-core daily balanced customers will not be permitted to commence service absent proof that the customer, or an ESCO acting as its supplier, has contracted for firm primary point upstream capacity to the Company's city gate delivery point or points in a quantity sufficient to serve customer's anticipated peak day requirements for at least one year with the explicit understanding that such firm primary point capacity must be renewed for as long as the customer wishes to remain a firm customer.
- 28.5 Existing customers receiving sales and transportation service under Service Classification No. 5 will have the option of electing to participate in a balancing pool or become a direct customer in either Monthly Balancing or Daily Balancing. Existing customers designated as human needs who participate in Daily Balancing must certify 100% dual fuel capability or alternately certify that they maintain or have continuous access to five (5) winter months (November – March) of primary firm capacity from a receipt point, acceptable to the Director of Gas Supply, into the Company's east/west city gate, as applicable, sufficient to meet the customers' Maximum Peak Day Quantity. Effective February 1, 2022, new firm non-core daily balanced customers will not be permitted to commence service absent proof that the customer, or an ESCO acting as its supplier, has contracted for firm primary point upstream capacity to the Company's city gate delivery point or points in a quantity sufficient to serve customer's anticipated peak day requirements for at least one year with the explicit understanding that such firm primary point capacity must be renewed for as long as the customer wishes to remain a firm customer.
- 28.6 Existing customers receiving transportation service under Service Classification No. 6 will have the option of electing to participate in a balancing pool or become a direct customer under Daily Balancing as set forth in Service Classification No. 11.
- 28.7 Existing customers receiving sales and transportation service under Service Classification No. 8 will have the option of participating in a balancing pool or become a direct customer under Daily Balancing as set forth in Service Classification No. 11. Effective February 1, 2022, new firm non-core daily balanced customers will not be permitted to commence service absent proof that the customer, or an ESCO acting as its supplier, has contracted for firm primary point upstream capacity to the Company's city gate delivery point or points in a quantity sufficient to serve customer's anticipated peak day requirements for at least one year with the explicit understanding that such firm primary point capacity must be renewed for as long as the customer wishes to remain a firm customer.

Issued By: Rudolph L. Wynter, President, Syracuse, New York

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#### 28. TRANSPORTATION AND AGGREGATION OPTIONS: (continued)

28.8 Existing customers receiving transportation service under Service Classification 9 may become a direct customer or participate in a balancing pool under the terms of Daily Balancing as set forth in S.C. No. 11 unless the customer balances upstream of the Company. Customers balancing upstream of the Company may not return to Balancing Service under Daily Balancing of Service Classification No. 11.

28.9 The Following table summarizes the Transportation and Aggregation Options:

Existing Rates	Transportation Rates	Daily	Monthly
S.C. 1	S.C. 1*	No	Yes
S.C. 2 < 35,000 Th	S.C. 2*	No	Yes
S.C. 2 > 35,000 < 50,000 Th	S.C. 2*	No	Yes
S.C. 7 > 50,000 < 250,000	S.C. 7**	Yes	Yes
S.C. 5 > 250,000 < 1,000,000	S.C. 5**	Yes	Yes
S.C. 6	S.C. 6	Yes	No
S.C. 8 > 1,000,000	S.C. 8 w/D1 Election	Yes	No
S.C. 9	S.C. 9	Yes	No

\* All customers must take an Allocation of Upstream Pipeline Capacity and Storage or other Upstream Capacity, as needed in order to maintain the Company's system reliability.

\*\* S.C.5 & 7 customers, designated Human Needs who participate in Daily Balancing must certify 100% dual fuel capability or alternately certify that they maintain or have continuous access to five (5) winter months (November – March) of primary firm capacity from a receipt point, acceptable to the Director of Gas Supply, into the Company's east/west city gate, as applicable, sufficient to meet the customers' Maximum Peak Day Quantity.

#### 29. CASHOUT OF IMBALANCES:

29.1 When this tariff provides for a cashout of imbalances, Niagara Mohawk will pay the Marketer/Direct Customer involved for any net over deliveries of gas and will charge the Marketer/Direct Customer for any net under deliveries.

29.2 Definitions:

29.2.1 Marketer Underdelivery Imbalance - An underdelivery exists when the quantity of gas delivered to the Niagara Mohawk system during the applicable balancing period by or for a customer, or group of customers served by a marketer, is less than the product of the quantity of gas consumed during the period by the customer or group of customers, multiplied by the Factor of Adjustment defined in Rule 17.1 of this tariff.

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## GENERAL INFORMATION

### 29. CASHOUT OF IMBALANCES: (continued)

- 29.2.2 Marketer Overdelivery Imbalance - An overdelivery exists when deliveries exceed consumption multiplied by the Factor of Adjustment.
- 29.2.3 Marketer Nominations - The nominations for a marketer on behalf of a customer are equal to the Dths of deliveries confirmed to be delivered to the Company's city gate for the applicable day.
- 29.2.4 Imbalance Tolerance - The tolerance stated as a percent of city gate usage allowed before charges occur in the Company's daily cashout procedure.

The Storage Capacity Balances are those in effect on April 1<sup>st</sup> of each year. The Storage Capacity Balance will be equal to the Company's contracted Storage Capacity for those storage fields utilized for capacity release less any capacity released to marketers. If the Storage Capacity Balance is projected to drop below 10,000,000 Dth at any time during the year, tolerance levels will be renegotiated for both the November 1<sup>st</sup> to March 31<sup>st</sup> and April 1<sup>st</sup> to October 31<sup>st</sup> periods.

#### November 1 – March 31

#### April 1 – October 31

	<u>Storage Capacity Balance</u>	<u>Allowed Tolerance</u>
+ or - 5 %	Greater than or equal to 18,000,000 Dth	10%
	Greater than or equal to 16,000,000 and less than 18,000,000 Dth	8%
	Greater than or equal to 14,000,000 and less than 16,000,000 Dth	7%
	Greater than or equal to 12,000,000 and less than 14,000,000 Dth	6%
	Greater than or equal to 10,000,000 and less than 12,000,000 Dth	5%

- 29.2.5 Marketer Percent Imbalance - The percentage resulting from the division of the over-under delivery imbalance by the marketer's city gate usage.
- 29.2.6 Cashout Volume - For purposes of Daily Cashout, the Cashout Volume is the under/overdelivery imbalance minus the product of the City Gate Usage multiplied by the percentage of Imbalance Tolerance. If the Marketer Percent Imbalance for a given marketer is less than the applicable Imbalance Tolerance percentage the Cashout Volume shall be zero.

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### 29. CASHOUT OF IMBALANCES: (continued)

29.2.7 All Pools Imbalance - The volume resulting from the subtraction of the Total City Gate use for all Daily Balancing Pools for a given day, from the total quantity of gas delivered to the Niagara Mohawk system for a given day for all Daily Balancing Pools.

29.2.8 All Pools Percent Imbalance - The percentage resulting from the division of the All Pools Imbalance for a given day by the total city gate usage of all Daily Balancing Customers for a given day.

29.2.9 Remaining Imbalance - The Marketers Remaining Imbalance will be equal to the Marketers Imbalance less the Marketers Cashout Volume, if any.

29.2.10 Upstream Pipeline Capacity – All interstate pipeline transportation capacity that directly or indirectly interconnects with the Company's transmission system.

#### 29.3 Daily Cashout:

29.3.1 Applicable to customers taking Daily Balancing Service under Service Classification No. 11 according to the table below.

29.3.1.1 At the end of each day the All Pools Percent Imbalance will be calculated. If the absolute value of the All Pools Percent Imbalance is less than the then effective Imbalance Tolerance, there will be no daily cashout for any Daily Balancing Pool for that day. If the absolute value of the All Pools Percent Imbalance is greater than the effective Imbalance Tolerance and if the absolute value of the Marketer Percent Imbalance is less than the effective Imbalance Tolerance, that Marketer will not be cashed out. If both the absolute value of the All Pools Percent Imbalance and the absolute value of the Marketer Percent Imbalance is greater than the effective Imbalance Tolerance, that Marketer will be cashed out for their Cashout Volume.

29.3.1.2 Marketers' cashout volume in dekatherms will be cashed out at the daily cashout rates described below. Each Marketer's cashout volume will be blocked according to the table below, up to the block containing the Marketers Percent Imbalance. The 0 - 5% block will not be used when the imbalance tolerance is greater than 5% as set forth in Rule 29.2.4 of "Definitions". The charges will then be calculated for each block at the applicable effective cashout rate. The daily cashout rates will be based on allocation percentages that will differ for the Winter (November-April) and Summer (May-October) periods. The allocation percentages will be updated every November 1 and will be included on the Statement of Balancing Charges.

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During the Winter (November -April), the daily cashout rate will include allocations of Gas Daily EGTS North Point common (mid-point) plus EGTS South Point/Mid-Point plus Iroquois Receipts plus Tennessee Zone 6 plus the respective EGTS, Iroquois Receipts and Tennessee FT variable and fixed charges plus losses to the Company's city gate.

During the Summer (May – October), the daily cashout rate will include allocations of Gas Daily EGTS North Point common (mid-point) plus EGTS South Point/Mid-Point plus EGTS FT variable and fixed charges plus losses to the Company's city gate. When the Gas Daily EGTS North Point/Mid Point price is not posted, the Gas Daily EGTS South Point/Mid Point price will be used.



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### GENERAL INFORMATION

#### 29. CASHOUT OF IMBALANCES: (continued)

##### 29.3.1.2.1 For Under Deliveries:

Percentage of City Gate Use	Charge Per Therm
0 to 5%	Daily Cashout Rate*
> 5% to 10%	105% Daily Cashout Rate*
> 10% to 15%	110% Daily Cashout Rate*
> 15% to 20%	130% Daily Cashout Rate*
> 20% to 50%	140% Daily Cashout Rate*
> 50%	150% Daily Cashout Rate*

##### 29.3.1.2.2 For Over Deliveries:

Percentage of City Gate Use	Payment Per Therm
0 to 5%	Daily Cashout Rate*
> 5% to 10%	95% Daily Cashout Rate*
> 10% to 15%	90% Daily Cashout Rate*
> 15% to 20%	70% Daily Cashout Rate*
> 20% to 50%	60% Daily Cashout Rate*
> 50%	50% Daily Cashout Rate*

\* As defined in Rule 29.3.1.2.

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### GENERAL INFORMATION

#### 29. CASHOUT OF IMBALANCES: (continued)

29.3.1.3 Additional Charges - If the absolute value of the Marketer's Percent Imbalance is greater than 50% for any given day, additional charges may be assessed. The first time the absolute value of the Marketer's Percent Imbalance is greater than 50%, the Company will issue a notice in writing to the Marketer concerning the penalty for such imbalances. The second time the absolute value of the Marketer's Percent Imbalance is greater than 50%, the Company will issue a warning in writing to the Marketer that the next occurrence will result in a penalty. The Marketer will then be assessed a \$5.00 penalty for each dth of the Cashout Volume for the third occurrence and each occurrence thereafter in the month.

29.3.1.3.1 At the end of the month, an All Pools comparison of actual usage to nominations will be calculated. The chart below indicates the applicable cashout rates for individual marketers, depending on whether the All Pools imbalance is less or greater than a 2% tolerance. Each Marketer's Remaining Imbalance will be cashed out at the applicable rates as stated below. When the Marketers' Remaining Imbalance is an underdelivery, the Marketer will be subject to an additional charge for all dekatherms of Remaining Imbalance at the effective EGTS GSS withdrawal rate. When the Marketers' Remaining Imbalance is an overdelivery, the Marketer will be subject to an additional charge for all dekatherms of Remaining Imbalance at the effective EGTS GSS injection rate. The issuance of an Operational Flow Order will nullify All Pools Balancing for the day.

#### 29.3.1.3.2 For Under Deliveries:

Monthly Imbalance Level	All Pools < 2% Imbalance	All Pools > 2% Imbalance
0 to 2%	Average of Daily Cashout Rates*	Average of Daily Cashout Rates*
> 2%	Average of Daily Cashout Rates*	120% of Average of Daily Cashout Rates*

\* As defined by Rule 29.3.1.2.

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#### 29. CASHOUT OF IMBALANCES: (continued)

##### 29.3.1.3.3 For Over Deliveries:

Monthly Imbalance Level	All Pools < 2% Imbalance	All Pools > 2% Imbalance
0 to 2%	Average of Daily Cashout Rates*	Average of Daily Cashout Rates*
> 2%	Average of Daily Cashout Rates*	80% of Average of Daily Cashout Rates

\* As defined by Rule 29.3.1.2.

#### 29.4 Monthly Imbalance Trading:

29.4.1 Marketers operating under S.C. 11 may avoid monthly cashout charges by arranging with each other to trade offsetting monthly imbalances with other Marketers on the Niagara Mohawk system. All imbalance trading will be subject to final approval by the Company. Niagara Mohawk will endeavor to make imbalance information available to Marketers by 5:00 P.M. on the fourth business day following the close of the month. An imbalance trade may be effectuated by written/electronic notice by all affected parties to Niagara Mohawk delivered prior to 5:00 P.M. on the seventh business day following the close of the month. The notice must include the names and authorized signatures of the trading parties. Upon completion of imbalance trading, the Marketers will have access to final monthly imbalance volumes and cashout dollars electronically.

#### 30. RESEARCH AND DEVELOPMENT SURCHARGE:

- 30.1 All Firm Sales and Firm Transportation Service Classifications (1, 2, 5, 7, 8, 12 and 13) will be subject to a Research and Development Surcharge in order to fund Research and Development Programs as provided for by the Commission's Order issued and effective February 14, 2000 in Case 99-G-1369. The Research and Development Surcharge will not be greater than the decrement in the Federal Energy Regulatory Commission Surcharge used to support Research and Development by the Gas Research Institute (GRI). The Research and Development Surcharge shall be effective on the first day of January of each year and shall be collected over the following twelve-month period. The Research and Development Surcharge effective after January 1, 2004 will not be greater than \$.0174 per dekatherm.
- 30.2 The effective rate shall be set forth on a statement and filed with the Public Service Commission apart from this rate schedule not less than three (3) days prior to the date on which the statement is proposed to be effective. Any funds collected through the surcharge mechanism that are not actually spent on Research and Development Programs, within twenty-four months after the end of each collection period, will be refunded to Firm Sales and Firm Transportation Customers.

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STAMPS: Issued in compliance with order in Case 20-G-0381 dated January 20, 2022

**GENERAL INFORMATION****31. ENERGY EFFICIENCY PROGRAM CHARGES:**

31.1 Reserved for future use

**31.2 Energy Efficiency Transition Implementation Plans (ETIP):**

Beginning on April 1, 2018, the Company's gas energy efficiency costs (ETIP) will be recovered in the Company's base rates. Any over / under recovery of ETIP costs will be included in RDM reconciliations for Service Classifications 1, 2 and 7. All customers participating in the Excelsior Jobs Program pursuant to Rule 25 will be required to pay ETIP costs in addition to the EJP rates approved in each rate proceeding.

The Company will reconcile the actual gas ETIP revenues recovered from Service Classifications 5 and 8 to the amount included in rates over the term of the Rate Plan in Case 20-G-0381. At the end of June 2024, the Company will reconcile the difference, if any, and refund to or recover from customers the difference through Delivery Service Adjustments (adjusted at the other customer capital rate). The rate will appear on the Statement of Energy Efficiency Program Costs (ETIP) to be filed by Sept 15, 2024 to be effective October 1, 2024 applicable to Service Classifications 5 and 8.

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 SUPERSEDING REVISION: 15

## GENERAL INFORMATION

### 32. REVENUE DECOUPLING MECHANISM:

- 32.1 Commencing with the 12-month period beginning July 1, 2021 and each subsequent 12-month period beginning July 1<sup>st</sup> thereafter, Service Classifications Nos. 1, 2, and 7 will be subject to an RDM to reconcile actual delivery service revenues to allowed delivered service revenues.
- 32.1.1 Actual Delivery Service Revenues (inclusive of Deferral Surcredits in Rule 41) are defined as revenues from delivery rates adjusted for the Weather Normalization Adjustment, excluding Gross Receipts Taxes, Merchant Function Charge Revenue, Net Revenue Sharing Surcharge/Credit Revenue, Research and Development Surcharge Revenue, Empire Zone Rider discounts, Excelsior Jobs Program revenue, System Benefits Charge Revenues, discounts and customer charges associated with the Low Income Program, System Performance Adjustment, Gas Safety and Reliability Surcharge, Earnings Adjustment Mechanism and all other applicable credits and surcharges.
- 32.1.2 Allowed Delivery Service Revenues (inclusive of Deferral Surcredits in Rule 41) will be developed using revenue per class ("RPC") targets, which are based upon the annual service classes and volume forecast underlying the rates adopted in Case 20-G-0381. The annual revenue per class targets are as follows:

Service Class	Effective 07/01/2021	Effective 07/01/2022	Effective 07/01/2023
SC 1 - Residential Heat and Non-Heat	\$302,050,626	\$322,309,094	\$337,493,799
SC 2 - Residential, Commercial and Industrial	\$63,113,672	\$67,969,058	\$71,620,974
SC 7 - Small Volume Firm Sales and Transportation	\$14,363,622	\$15,646,072	\$17,080,641

If the Company does not file for new rates to be effective on or before July 1, 2024, the annual RDM targets will be based on Rate Year 3 revenue targets.

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**GENERAL INFORMATION****32. REVENUE DECOUPLING MECHANISM: (continued)**

- 32.2.3 For existing customers participating in the Excelsior Jobs Program, only actual delivery service revenues associated with their non-EJP load will be included in the annual reconciliation.
- 32.2.4 The shortfall or excess will be refunded or surcharged to customers in each of the following groupings on a volumetric basis over the twelve-month period commencing the following October 1<sup>st</sup>.
  - 1. SC 1 Residential Heat and Non-Heat
  - 2. SC 2 Residential, Commercial and Industrial
  - 3. SC 7 Small Volume Firm Sales and Transportation
- 32.2.5 The RPC effective rates shall be set forth on a statement and filed with the Public Service Commission on fifteen days' notice.
- 32.3 Any over/under collections at the end of each reconciliation period will include simple interest at the prevailing other customer capital rate issued by the Commission. All refunds or surcharges will be subject to reconciliation and included in the subsequent RDM reconciliation. The Company will combine any over/under recovery for the period April 1, 2021 through June 30, 2021 with over/under recoveries for the period July 1, 2021 to June 30, 2022.

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#### 33. MERCHANT FUNCTION CHARGE:

The Merchant Function Charge consists of the following gas commodity related cost components:

- 1) Gas Supply Procurement Expenses
- 2) Commodity Related Credit and Collection Expenses
- 3) Commodity Related Uncollectible Expenses
- 4) Return Requirement on Gas Storage Inventory
- 5) Return Requirement on Working Capital for Purchased Gas

##### 33.1 Calculation of Merchant Function Rate per Therm

##### 33.1.1 Gas Supply Procurement Expenses

##### 33.1.1.1 Effective February 1, 2022 and each subsequent 12-month period beginning September 1<sup>st</sup> thereafter:

33.1.1.1.1 Effective February 1, 2022, the total Gas Supply Procurement Expenses target for the 12-month period is set at \$673,406. Effective September 1, 2022 and each subsequent 12-month period beginning September 1<sup>st</sup> thereafter, the total Gas Supply Procurement Expenses target for the 12-month period is set at \$673,774.

33.1.1.1.2 Applicable to SC Nos. 1, 2, 5, 7, 8, 12 and 13 sales customers.

33.1.1.1.3 The per therm rate is determined for the 12-month period by dividing the annual target by the projected annual sales of the SC Nos. 1, 2, 5, 7, 8, 12 and 13 sales customers.

33.1.1.1.4 Recoveries of the Gas Supply Procurement Expenses per therm rate for the period September 1 through August 31 will be reconciled to the \$673,774.

33.1.1.1.5 The resulting over or under collection (adjusted for simple interest at the Commission's other customer capital rate) will be divided by the projected annual sales of the SC Nos. 1, 2, 5, 7, 8, 12 and 13 sales customers to determine the per therm credit or surcharge to be refunded or recovered over the 12-month period beginning January 1st through December 31 after the reconciliation period. The per therm refund or surcharge will be added to the Gas Supply Procurement Expenses per therm rate in effect at that time.

33.1.1.1.6 The Company will combine any over/under recovery for the period February 1, 2022 through August 31, 2022 with over/under recoveries for the period September 1, 2022 through August 31, 2023. The total over/under recovery amount (adjusted for simple interest at the Commission's other customer capital rate) will be credited or surcharged beginning January 1, 2024.

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#### 33. MERCHANT FUNCTION CHARGE: (continued)

##### 33.1.1 Gas Supply Procurement Expenses (continued)

33.1.1.2 The resulting rate shall be filed on the Statement of Merchant Function Charge not less than two business days prior to the date on which the statement is proposed to be effective.

##### 33.1.2 Commodity Related Credit and Collection Expenses

33.1.2.1 Effective February 1, 2022 and each subsequent 12-month period beginning September 1<sup>st</sup> thereafter:

##### 33.1.2.1.1 Residential Commodity Related Credit and Collection Expenses

33.1.2.1.1.1 Effective February 1, 2022 the target is set at \$664,226. Effective September 1, 2022 and each subsequent 12-month period beginning September 1<sup>st</sup> thereafter, the target is set at \$664,334.

33.1.2.1.1.2 Applicable to SC No. 1 sales customers and Marketers participating in the Company's Purchase of Receivables program that serve SC No. 1MB transportation customers.

33.1.2.1.1.3 The per therm rate for September 1st, is determined for 12-month period by dividing the \$664,334 target by the projected annual deliveries to the SC No. 1 sales customers and applicable SC No. 1MB transportation customers

33.1.2.1.1.4 Recoveries of the Residential Commodity Related Credit and Collection Expenses per therm rate for the period September 1 through August 31 will be reconciled to the \$664,334 target.



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#### 33. MERCHANT FUNCTION CHARGE: (continued)

##### 33.1.2 Commodity Related Credit and Collection Expenses (continued)

33.1.2.1.1.5 The resulting over or under collection (adjusted for simple interest at the Commission's other customer capital rate) will be divided by the projected annual sales of SC No. 1 sales customers and applicable SC No. 1MB transportation customers to determine the per therm credit or surcharge to be refunded or recovered over the 12-month period beginning January 1st through December 31<sup>st</sup> after the reconciliation period. The per therm credit or surcharge will be added to the Residential Commodity Related Credit and Collection Expenses per therm rate in effect at that time.

33.1.2.1.1.6 The Company will combine any over/under recovery for the period February 1, 2022 through August 31, 2022 with over/under recoveries for the period September 1, 2022 through August 31, 2023. The total over/under recovery amount (adjusted for simple interest at the Commission's other customer capital rate) will be credited or surcharged beginning January 1, 2024.

##### 33.1.2.1.1 Non Residential Commodity Related Credit and Collection Expenses

33.1.2.1.2.1 Effective February 1, 2022, the target is set at \$30,195. Effective September 1, 2022 and each subsequent 12-month period beginning September 1<sup>st</sup> thereafter, the target is set at \$30,361.

33.1.2.1.2.2 Applicable to SC Nos. 2, 5, 7, 8, 12 and 13 sales customers and Marketers participating in the Company's Purchase of Receivables program that serve the SC Nos. 2MB, 5, 7, 8, 12DB, 12MB and 13MB transportation customers.

33.1.2.1.2.3 The per therm rate for September 1<sup>st</sup> is determined for the 12-month period beginning September 1<sup>st</sup> by dividing the \$30,361 target by the projected annual sales of the SC Nos. 2, 3, 5, 7, 8, 12 and 13 sales customers and applicable SC Nos. 2MB, 5, 7, 8, 12DB, 12MB and 13MB, transportation customers.

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### GENERAL INFORMATION

#### 33. MERCHANT FUNCTION CHARGE: (continued)

##### 33.1.2 Commodity Related Credit and Collection Expenses (continued)

33.1.2.1.2.4 Recoveries of the Non Residential Commodity Related Credit and Collection Expenses per therm rate for the period September 1 through August 31, will be reconciled to the \$30,361 annual target.

33.1.2.1.2.5 The resulting over or under collection (adjusted for simple interest at the Commission's other customer capital rate) will be divided by the projected annual deliveries to the SC Nos. 2, 5, 7, 8, 12 and 13 sales customers and the applicable SC Nos. 2MB, 5, 7, 8, 12DB, 12MB and 13MB transportation customers to determine a per therm credit or surcharge to be refunded or recovered over the 12-month period beginning January 1<sup>st</sup> through December 31<sup>st</sup> after the reconciliation period. The per therm credit or surcharge will be added to the Commodity Related Credit and Collection Expense per therm rate in effect at that time.

33.1.2.1.2.6 The Company will combine any over/under recovery for the period February 1, 2022 through August 31, 2022 with over/under recoveries for the period September 1, 2022 through August 31, 2023. The total over/under recovery amount (adjusted for simple interest at the Commission's other customer capital rate) will be credited or surcharged beginning January 1, 2024.

33.1.2.2 The Commodity Related Credit and Collection Expense rates shall be filed on the Statement of Merchant Function Charge not less than two business days prior to the date on which the statement is proposed to be effective.

##### 33.1.3 Commodity Related Uncollectible Expenses

###### 33.1.3.1 Effective February 1, 2022

33.1.3.1.1 Applicable to: 1) SC Nos. 1, 2, 5, 7, 8, 12 and 13 sales customers and 2) Marketers participating in the Company's Purchase of Receivables program.

33.1.3.1.2 The Uncollectible Rate is set at: 1) 2.1% for SC Nos. 1 and 1MB and 2) 0.2% for SC Nos. 2, 2MB, 5, 5DB, 5 MB, 7, 7DB, 7MB, 8, 8DB, 12, 12DB, 12MB, 13 and 13MB.

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### GENERAL INFORMATION

#### 33. MERCHANT FUNCTION CHARGE: (continued)

##### 33.1.3 Commodity Related Uncollectible Expenses (continued)

##### 33.1.3.2 Sales Customers taking service under SC Nos. 1, 2, 5, 7, 8, 12 and 13

33.1.3.2.1 The Commodity Related Uncollectible Expenses per therm rate is determined monthly for each sales class by multiplying: 1) the Monthly Cost of Gas calculated per Rule 17.3 and set forth on the Statement of Monthly Cost of Gas by; 2) the applicable Uncollectible Rate.

33.1.3.2.2 The resulting per therm rate will be filed on the Statement of Merchant Function Charge not less than two business days prior to the date on which the statement is proposed to be effective.

33.1.3.3 Marketers participating in the Company's Purchase of Receivables Program that serve SC Nos. 1MB, 2MB, 5 DB, 5MB, 7 DB, 7MB, 8 DB, 12DB, 12MB and 13MB transportation customers.

33.1.3.3.1 The applicable Uncollectible Rate will be applied as a discount to the Marketer's purchase of receivables.

##### 33.1.4 Return Requirement on Gas Storage Inventory

##### 33.1.4.1 Effective February 1, 2022

33.1.4.1.1 Applicable to SC Nos. 1, 2, 5, 7, 8, 12 and 13 sales customers.

33.1.4.1.2 The Return Requirement on Gas Storage Inventory will be projected initially for the 12-month period starting February 1, 2022, then each subsequent 12-month period starting September 1, 2022 by multiplying: 1) the Pre-tax WACC defined in Rule 1.1 by; 2) the projected monthly average cost of storage inventory for the corresponding period.

33.1.4.1.3 The Return Requirement on Gas Storage Inventory per therm rate will be calculated by dividing the Return Requirement on Gas Storage Inventory by the projected sales of the SC Nos. 1, 2, 5, 7, 8, 12 and 13 sales customers.

33.1.4.1.4 The Actual Return Requirement on Gas in Storage will be determined initially for the 12-month period starting February 1, 2022, then each subsequent 12-month period starting September 1, 2022 by multiplying: 1) the Pre-tax WACC defined in Rule 1.1 by; 2) the actual monthly average cost of storage inventory for the corresponding period.

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#### 33. MERCHANT FUNCTION CHARGE: (continued)

- 33.1.4.1.5 Recoveries of the Return Requirement on Gas Storage Inventory per therm rate for the period September 1, 2022 to August 31, 2023 and each subsequent 12-month period ending August 31st thereafter will be reconciled to the Actual Return Requirement on Gas in Storage for the applicable period.
- 33.1.4.1.6 The resulting over or under collection (adjusted for simple interest at the Commission's other customer capital rate) will be divided by the projected sales of the SC Nos. 1, 2, 5, 7, 8, 12 and 13 sales customers to determine a per therm credit or surcharge to be refunded or recovered over the 12-month period beginning January 1<sup>st</sup> through December 31<sup>st</sup> after the reconciliation period. The per therm credit or surcharge will be added to the Return Requirement on Gas Storage Inventory per therm rate in effect at that time.
- 33.1.4.1.7 The Company will combine any over/under recovery for the period February 1, 2022 through August 31, 2022 with over/under recoveries for the period September 1, 2022 to August 31, 2023. The total over/under recovery amount (adjusted for simple interest at the Commission's other customer capital rate) will be credited or surcharged beginning January 1, 2024.
- 33.4.4.1 The Return Requirement on Gas Storage Inventory per therm rate will be filed on the Statement of Merchant Function Charge not less than two business days prior to the date on which the statement is proposed to be effective.

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### GENERAL INFORMATION

#### 33. MERCHANT FUNCTION CHARGE: (continued)

##### 33.1.5 Return Requirement on Working Capital for Purchased Gas

###### 33.1.5.1 Effective February 1, 2022

33.1.5.1.1 The Return Requirement on Working Capital for Purchased Gas will be charged to SC Nos. 1, 2, 5, 7, 8, 12 and 13 sales customers.

33.1.5.1.2 The Return Requirement on Working Capital for Purchased Gas will be calculated monthly for each service class by multiplying: 1) the lead-lag rate defined in Rule 1.1 by; 2) the Pre-tax WACC defined in Rule 1.1 by; 3) the Monthly Cost of Gas calculated per Rule 17.3 and set forth on the Statement of Monthly Cost of Gas.

33.1.5.1.3 The Return Requirement on Working Capital for Purchased Gas per term rate will be filed on the Statement of Merchant Function Charge not less than two business days prior to the date on which the statement is proposed to be effective.

33.2 The sum of the rates calculated in accordance with Rules 33.1.1, 33.1.2, 33.1.3, 33.1.4 and 33.1.5 shall be filed on the Statement of Merchant Function Charge not less than two business days prior to the date on which the statement is proposed to be effective.

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#### 34. Late Payment Charge and Other Waived Fees Surcharge (“LPCO”)

The LPCO Surcharge will recover the late payment charges and other waived fees in accordance with the Commission Order issued in Case 20-G-0381.

The amount to be recovered shall be allocated to applicable service classifications based on the Company’s Write-Off allocator in the Company’s most recent rate case.

The LPCO Surcharge will be subject to an annual true-up, with any over/under collection at the end of the annual collection period, inclusive of carrying charges at the Company’s pre-tax WACC, to be included in the balance for refund or recovery in the next annual period, or in future base delivery rates as applicable.

The LPCO will be included in the Delivery Service Adjustment (“DSA”) for customers served under SC 1, 2, 5, 7 and 8 firm sales and firm transportation customers, excluding deliveries of EZR and EJP qualifying load. The LPCO will be shown on the Statement of Late Payment Charge and Other Waived Fees Surcharge filed with the Public Service Commission not less than three (3) days prior to its effective date.

The Write-Off allocators are as follows:

Service Class	Write-Off Allocators %
SC-1 Residential	95.681%
SC-2 Small General	3.843%
SC-5 Firm Gas Sales and Transportation	0.286%
SC-7 Small Firm Gas Sales and Transportation	0.002%
SC-8 Gas Sales and Transportation with Standby Sales	0.188%

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### 35. Arrears Management Program (“AMP”) Recovery Surcharge

35.1 Phase 1 of the Electric and Gas Bill Relief Program. Subject to the conditions in the Commission’s order issued June 16, 2022, in Cases 14-M-0565 et al, customers with active accounts who are currently enrolled in the Energy Affordability Program (“EAP”) or who enroll in the EAP on or before December 31, 2022, or who received benefits from New York State Emergency Rental Assistance Program or the Home Energy Assistance Program – Regular Arrears Supplement program, will receive a one-time bill credit under the Electric and Gas Bill Relief Program for any arrears balance on their bill as of and prior to a bill date of May 1, 2022.

Phase 2 of the Electric and Gas Bill Relief Program. Subject to the conditions in the Commission’s order issued January 19, 2023, in Cases 14-M-0565 and 20-M-0266, (“Phase 2 Order”) residential non-EAP and small-commercial customers (as defined in the Phase 2 Order) who have eligible arrears that did not receive relief under the Phase 1 program, will receive a one-time bill credit to reduce or eliminate accrued arrears as of and prior to a bill date of May 1, 2022.

35.2 The AMP Recovery Surcharge will recover costs to provide bill credits under the Phase 1 Electric and Gas Bill Relief program, including the impact of incremental program costs for bill credits associated with customers newly enrolled in the EAP through December 31, 2022. In addition, the AMP Recovery Surcharge will recover costs to provide bill credits under the Phase 2 Electric and Gas Bill Relief program.

35.3 The amount to be recovered shall be allocated to applicable service classifications based on the Company’s Write-Off allocator in the Company’s most recent rate case as set forth below.

Service Class	Write-Off Allocators %
SC-1 Residential	95.681%
SC-2 Small General	3.843%
SC-5 Firm Gas Sales and Transportation	0.286%
SC-7 Small Firm Gas Sales and Transportation	0.002%
SC-8 Gas Sales and Transportation with Standby Sales	0.188%

35.4 The AMP Recovery Surcharge will be subject to an annual true-up, with any over/under collection at the end of the collection period, inclusive of carrying charges at the Company’s pre-tax WACC, to be included in the balance for future refund or recovery or in future base delivery rates as applicable. The first AMP Phase 2 annual true-up will be calculated concurrently with AMP Phase 1 annual true-up and annually thereafter.

35.5 The AMP Recovery Surcharge will be included in the Delivery Rate Adjustment (“DRA”) for customers served under SC 1, 2, 5, 7, and 8 firm sales and firm transportation, excluding deliveries of EZR and EJP qualifying load. The AMP Recovery Surcharge will appear on the Statement of Arrears Management Program Recovery Surcharge filed with the Public Service Commission not less than five (5) days prior to the effective date. The Company will begin charging customers the AMP Recovery Surcharge Phase 1 on August 1, 2022 and begin charging customers the AMP Phase 2 Recovery Surcharge on February 1, 2023.

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## GENERAL INFORMATION

### 36. NYSERDA LOAN INSTALLMENT PROGRAM

36.1 On August 4, 2011, the Power NY Act of 2011 was enacted which amends the Public Service Law to address the establishment of the Green Jobs-Green New York Program administered by the New York State Energy Research and Development Authority ("NYSERDA") or its designated agent. This program provides for an on-bill recovery mechanism for certain qualified residential and non-residential customers to pay back loans for energy efficiency improvements approved and obtained through NYSERDA ("NYSERDA Loan Installment Program"). As set forth in this law, the Company will bill and collect NYSERDA Loan Installment amounts on a customer's utility bill when notified by NYSERDA that these NYSERDA Loan Installments apply to the customer's utility account. Unless otherwise precluded by law, participation in the NYSERDA Loan Installment Program shall not affect a customer's eligibility for any rebate or incentive offered by the Company. In order to comply with the requirements set forth in the Power NY Act of 2011, the Company will provide NYSERDA, or its agents, certain customer information and take other actions for purposes of the NYSERDA Loan Installment Program. The Company will implement the NYSERDA Loan Installment Program no later than May 30, 2012.

36.1.1 All customer information released to NYSERDA by the Company will be considered confidential. Customers making application to NYSERDA under the NYSERDA Loan Installment Program will be required to provide consent for NYSERDA's use of the customer's utility account information. For premises with an outstanding NYSERDA Installment Loan, the Company will release to NYSERDA each successor customer's information pursuant to the requirements of the Power NY Act of 2011.

36.1.2 The number of customers that may participate in the NYSERDA Loan Installment Program under this Rule will initially be limited to no more than one-half of one percent of the Company's total 2011 customer population as reported to the Commission in the Company's PSC Annual Report, as of December 31, 2011, on a first-come, first-served basis.

36.2 NYSERDA will have direct responsibility for advising the Company of the NYSERDA Loan Installment amount and loan term in months to be billed for each customer NYSERDA has advanced monies under the NYSERDA Loan Installment Program. The responsibility of the Company is limited to providing billing and collection services for NYSERDA. Such billing and collection services will be available regardless of whether the electricity or gas delivered by the Company is the customer's primary energy

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**GENERAL INFORMATION**

source. The Company will commence charging the NYSERDA Loan Installment on the customer's next cycle bill for utility service after notification by NYSERDA, if practical, but not later than the second billing cycle after receipt of the notification. For each monthly period billed, the Company will include the monthly NYSERDA Loan Installment amount until the NYSERDA Loan Installment obligation is satisfied or the account is closed. A monthly billing period will be defined as any billing period of not less than twenty-five calendar days.

- 36.2.1 Only one NYSERDA Loan Installment obligation can exist on a customer's utility account. Should the customer enter into an additional NYSERDA Loan Installment agreement, NYSERDA will replace the current NYSERDA Loan Installment on the account with a new consolidated NYSERDA Loan Installment and notify the Company of the new NYSERDA Loan Installment amount and corresponding NYSERDA Loan Installment term in months.
- 36.3 NYSERDA Loan Installment payments will be paid to the Company with the customer's regular cycle utility service bill.
  - 36.3.1 Bills are due and payable when rendered. Full payment of the utility charges must be received by the Company on or before the date shown on the bill to avoid a potential late payment charge.
  - 36.3.2 If less than the total monthly bill amount inclusive of the NYSERDA Loan Installment amount is remitted by the customer, the partial payment will first be applied to the customer's utility charges and any remaining amount will be applied to the NYSERDA Loan Installment amount.
  - 36.3.3 If more than the total monthly bill amount inclusive of the NYSERDA Loan Installment amount is remitted by the customer to the Company, the Company will apply the overpayment first to subsequently billed electric and/or gas charges and then to NYSERDA Loan Installment amounts as they are billed.

For a customer participating in Budget Billing, payment shall be applied to the monthly budget amount for electric and/or gas charges and any remaining amount is then applied to the billed NYSERDA Loan Installments.

    - 36.3.3.1 The Company will not apply payments that are more than the total amount due for utility charges and the NYSERDA Loan Installment amount as a prepayment of future NYSERDA Loan Installment amounts or as full payment of the NYSERDA Loan Installment obligation. Customers must arrange with NYSERDA or its designated agent for any NYSERDA Loan Installment prepayments or to satisfy the NYSERDA Loan amount in full.
    - 36.3.3.2 The Company will not provide interest on overpayments of NYSERDA Loan Installment amounts.
  - 36.3.4 The rights and responsibilities of residential customers participating in the NYSERDA Loan Installment Program are governed by the provisions of Article 2 of the Public Service

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Law. NYSERDA Loan Installment amounts will be subject to all other provisions and charges in this Rate Schedule including: 1) collection, reconnection and dishonored checks; 2) deferred payment agreement; and 3) termination/disconnection and reconnection of services except for the late payment charge provision. NYSERDA Loan Installment amounts will not be subject to the Increase in Rates and Charges pursuant to General Information Rule 19.

36.3.4.1 Occupants of multiple dwellings and two-family dwellings that assume responsibility for making utility payments in accordance with Public Service Law §§ 33 and 34 and 16 NYCRR 11.7 and 11.8 shall not be required to assume the NYSERDA Loan Installment amounts and such arrears and/or prospective amounts shall remain the responsibility of the incurring customer.

36.4 In the event that the NYSERDA Loan Installment is in arrears and not satisfied when a customer's utility account is closed, billed NYSERDA Loan Installment amounts may be transferred to the customer's new utility account in accordance with the requirements of Public Service Law § 31 and all other applicable provisions set forth in this Rate Schedule.

36.4.1 If the customer does not establish a new account with the Company within 45 calendar days after the customer's utility account is closed, NYSERDA will assume the responsibility for the collection of arrears for the NYSERDA Loan Installment.

36.5 The NYSERDA Loan Installment obligation shall survive changes in ownership, tenancy, and meter account responsibility at the premises where the energy efficiency measures were installed unless such obligation has been fully satisfied. In the event that the NYSERDA Loan Installment obligation has not been satisfied and a successor utility account is opened for the same premises' meter, the Company will provide to NYSERDA, or its agents, successor customer information. Prior to the Company establishing NYSERDA Loan Installment payments on a successor utility account, NYSERDA must provide supporting information to the Company for establishing such payments. All relevant sections of this Rule 36 will apply to the successor utility account holder.

36.6 At least annually, the Company will provide customers participating in the NYSERDA Loan Installment Program the following information:

36.6.1 The amount and duration of remaining installments under the NYSERDA Loan Installment Program.

36.6.2 NYSERDA's contact information and procedures for resolving customer complaints regarding the NYSERDA Loan Installment Program.

36.7 Customers must direct any questions or billing disputes regarding the NYSERDA Loan Installment Program directly to NYSERDA or its designated agent.

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### **GENERAL INFORMATION**

#### **37. SERVICE GUARANTEE**

- 37.1 The Company will provide a service guarantee for missed appointments made at the customer's request. If the Company does not keep an appointment within the scheduled timeframe, \$30 will be credited to the customer's next bill. Service guarantees will not apply to appointments made for the same day the customer requests service or if events beyond the Company's control (i.e. severe weather) prevent the Company from keeping the scheduled appointment.

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## GENERAL INFORMATION

### 38. COMMUNITY CHOICE AGGREGATION (“CCA”) PROGRAM

38.1 A CCA Program allows municipalities (villages, towns and cities) to aggregate the usage of eligible CCA customers (residential and small non-residential customers) within a defined jurisdiction in order to secure an alternative energy supply contract on a community-wide basis.

38.1.1 In accordance with Order issued in Case 14-M-0224, before requesting customer data from the Company for participation in a CCA Program, the municipality or their designee (CCA Administrator or ESCO) must:

- (a) sign a data security agreement acceptable to the Company, and
- (b) have an approved implementation and certification of local authorization approved by the NYS PSC.

38.1.2 Upon fulfilling the requirements in Rule 38.1.1, the Company will provide the following information to the municipality or their designee in accordance with the terms stated herein.

(a) Aggregated customer data, including the number of customers by service class, the meter read cycle, the aggregated peak demand (therms) by month for the past 12 months by service class if applicable, and the aggregated energy (therms) by month for the past 12 months by service class. This information will be provided to the municipality or CCA Administrator within twenty days of a request. The charge for the above aggregated data in (a) will be provided without charge.

(b) After each municipality has entered into a CCA contract with an ESCO, the Company shall transfer customer-specific data to the municipality or CCA Administrator within five days of receipt of a request to support the mailing of opt-out notices. The data shall include all customers in the municipality eligible for opt-out treatment based on the CCA and the requirements of the April 21, 2016 and January 19, 2023 Orders issued in Case 14-M-0224. The data should include:

- 1) Customer of record's name
- 2) Mailing Address
- 3) Primary Language (if available from the Company's billing system)
- 4) Any customer-specific alternate billing name and address
- 5) Bill cycle and period code
- 6) Tax-exempt status
- 7) Dual-meter indicator

(c) After the opt-out process has been completed, the Company shall transfer account numbers for eligible customers that did not opt-out to the ESCO providing service within five days of receipt of a list of customers that opted out. These account numbers may be transmitted via electronic mail in secured, encrypted spreadsheets, through access to a secure website, or through other secure methods of transfer. The above data described in (b) and (c) will be provided without charge.

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## **GENERAL INFORMATION**

### **38. COMMUNITY CHOICE AGGREGATION (“CCA”) PROGRAM (continued)**

(d) Upon request by the municipality or CCA Administrator the Company will transfer the customer data in (b) to the requestor within five days of the request for CCA eligible customers that became customers of the Company since the last eligible customer list was provided and were not on a previous eligible for opt-out list. After the opt-out process has been completed for those customers, the Company will provide account numbers for customers that did not opt-out as set forth in (c). These eligible customer update lists will be provided without charge. The Company will distinguish between new accounts and Customers that are now opt-out eligible for other reasons.

38.1.3 For disputes arising in relation to a CCA, the Company, CCA Administrators, and Energy Service Entities may utilize the dispute resolution process specified in the January 19, 2023 Order issued in Case 14-M-0224.

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**GENERAL INFORMATION****39. Gas Safety and Reliability Surcharge**

- 39.1 The Gas Safety and Reliability Surcharge ("GSRS") allows the Company to recover (i) the cost to replace incremental leak prone pipe ("LPP").
- 39.2 The surcharge will be calculated by first allocating the return on investment and depreciation expense associated with incremental LPP investment and leak repair costs to each firm service class by forecast delivery revenues established in the Joint Proposal in Case 20-G-0381, then developing a per therm rate. The GSRS will be reconciled annually and included in the DSA recovered from SC 1, 2, 5, 7, 8, 12 and 13 firm sales and firm transportation customers beginning the following November 1<sup>st</sup> (adjusted for the Company's pre-tax WACC defined in Rule 1.1). The GSRS will appear on the Statement of Gas Safety and Reliability Surcharge to be filed not less than three (3) days prior to the effective date.

**40. Earnings Adjustment Mechanism**

- 40.1 The Earnings Adjustment Mechanism ("EAM") allows the Company to recover earned gas EAM positive revenue adjustments through an EAM surcharge over the twelve months (adjusted for the Company's pre-tax WACC defined in Rule 1.1).
- 40.2 The per Therm rate will be calculated by allocating the earned incentives to SC 1, 2, 5, 7, 8, 12 and 13 firm sales and firm transportation customer service classes. The Company will allocate:
- (i) Gas Peak Reduction EAM revenue based on percentage of peak sendout
  - (ii) Gas Energy Efficiency Share-the-Savings and Low-to-Moderate Income Energy Efficiency Customer Savings EAM revenue based on percentage of firm gas deliveries

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**GENERAL INFORMATION****40. Earnings Adjustment Mechanism (continued)**

40.3 The EAM Allocators are as follows:

	Share the Savings & LMI Customer Savings	Peak Load Reduction
Service Class:	% of gas deliveries:	% of peak sendout:
SC-1 Residential	48.5336%	59.3102%
SC-2 Small General	17.3094%	20.1668%
SC-5 Firm Gas Sales and Transportation	5.0677%	2.7011%
SC-7 Small Firm Gas Sales and Transportation	7.7898%	7.9620%
SC-8 Gas Sales and Transportation with Standby Sales	20.0780%	9.4005%
SC-12 Distributed DG Non-Residential	1.2212%	0.4590%
SC-13 DG Residential	0.0003%	0.0004%

40.4 Empire Zone Rider qualifying load and Excelsior Jobs Program qualifying load will not be subject to the EAM.

40.5 The EAM will appear on the Statement of Earnings Adjustment Mechanism to be filed within fifteen (15) days of the effective date.

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NIAGARA MOHAWK POWER CORPORATION

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**GENERAL INFORMATION****41. DEFERRAL SURCREDIT**

- 41.1 Pursuant to the order of the Public Service Commission ("Commission") dated in Case 20-G-0381, the Company was directed to establish a surcredit for its deferral accounts. The Deferral Surcredits listed by service classification are included in each of the service classifications stated per therm charge as applicable effective July 1, 2023. The Deferral Surcredit will not be allocated to load served at EZR or EJP rates.

	<u>Surcredit</u>
<u>Service Classification No. 1</u>	
Next 47 Therms, per Therm	(\$0.07106)
Over 50 Therms, per Therm	(\$0.01541)
<u>Service Classification No. 2</u>	
Next 277 Therms, per Therm	(\$0.02915)
Next 4,720 Therms, per Therm	(\$0.01757)
Over 5,000 Therms, per Therm	(\$0.00627)
<u>Service Classification No. 5</u>	
Over 100 Therms, per Therm	(\$0.00632)
<u>Service Classification No. 7</u>	
Next 400 Therms, per Therm	(\$0.02181)
Next 1,700 Therms, per Therm	(\$0.01627)
Over 4,200 Therms, per Therm	(\$0.00661)
<u>Service Classification No. 8</u>	
Next 99,900 Therms, per Therm	(\$0.00442)
Next 400,000 Therms, per Therm	(\$0.00416)
Over 500,000 Therms, per Therm	(\$0.00359)
<u>Service Classification No. 12 (Less Than 250,000 Therms)</u>	
Over 3 Therms, per Therm (Apr – Oct)	(\$0.00356)
Over 3 Therms, per Therm (Nov – Mar)	(\$0.00272)
<u>Service Classification No. 12 (250,000 to 1,000,000 Therms)</u>	
Over 3 Therms, per Therm (Apr – Oct)	(\$0.00406)
Over 3 Therms, per Therm (Nov – Mar)	(\$0.00241)
<u>Service Classification No. 12 (1,000,000 to 2,500,000 Therms)</u>	
Next 499,900 Therms, per Therm (Apr – Oct)	(\$0.00328)
Next 499,900 Therms, per Therm (Nov – Mar)	(\$0.00213)
Over 500,000 Therms, per Therm (Apr – Oct)	(\$0.00282)
Over 500,000 Therms, per Therm (Nov – Mar)	(\$0.00183)
<u>Service Classification No. 12 (Greater than 2,500,000 Therms)</u>	
Over 3 Therms, per Therm (Apr – Oct)	(\$0.00045)
Over 3 Therms, per Therm (Nov – Mar)	(\$0.00050)
Demand Charge Per Therm of MPDQ	(\$0.04612)
<u>Service Classification No. 13</u>	
Over 3 Therms, per Therm	(\$0.02224)

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**GENERAL INFORMATION****42. Non-Pipe Alternatives Cost Recovery Mechanism**

- 42.1 The Non-Pipe Alternatives Cost Recovery Mechanism ("NPA") allows the Company to add a cost recovery mechanism consistent with the 'Report of Niagara Mohawk Power Corporation d/b/a National Grid Concerning the Non-Pipeline Alternatives Incentive Mechanism Collaborative' filed December 21, 2018 in Case 17-G-0239.
- 42.2 NPA Incentive Mechanism will be allocated to each service class based on the type of traditional gas project the NPA would defer, using the following allocators: (1) Peak Sendout for projects that defer the need for infrastructure designed to meet the peak day demand; and (2) Total Gas Deliveries for projects that defer the need for infrastructure designed to meet daily demands.
- 42.3 The per Therm rate will be calculated by allocating the NPA Incentive Mechanism to SC 1, 2, 5, 7, 8, 12 and 13 firm sales and firm transportation customers including NYSEG (adjusted for the Company's pre-tax WACC defined in Rule 1.1). The NPA will appear on the Statement of Non-Pipe Alternatives Cost Recovery Mechanism to be filed not less than three (3) days prior to the effective date.
- 42.4 The NPA will be included in the Delivery Service Adjustment Statement ("DSA").

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**GENERAL INFORMATION****43. Net Utility Plant and Depreciation Expense Reconciliation Mechanism Surcharge (“NUP”)**

43.1 If the Company does not file for new rates to be effective on or before July 1, 2024, the NUP Surcharge will recover costs related to the Net Utility Plant and Depreciation Expense Reconciliation Mechanism as described in the Joint Proposal approved in Case 20-G-0381. The surcharge will recover the pre-tax revenue requirement associated with net utility plant and depreciation levels to the extent they exceed the level of net utility plant and book depreciation expense reflected in base delivery rates.

43.2 The amount to be recovered shall be allocated to all firm and non-firm service classifications based on the Net Plant Allocator in the Company’s most recent rate case, as provided below:

<u>Service Class</u>	<u>Net Plant Allocator</u>
SC-1 Residential	76.16%
SC-2 Small General	14.90%
SC-5 Firm Gas Sales and Transportation	1.18%
SC-7 Small Firm Gas Sales and Transportation	3.48%
SC-8 Gas Sales and Transportation with Standby Sales	3.97%
SC-12 Distributed DG Non-Residential	0.19%
NYSEG	0.12%

43.3 The NUP Reconciliation Surcharge will be included in the Delivery Service Adjustment Statement (“DSA”) for customers served under SC 1, 2, 5, 7, 8 and 12 firm sales and firm transportation customers including NYSEG, based on net plant allocator, adjusted for pre-tax WACC.

43.4 The NUP Surcharge will be subject to a true-up, with any over/under collection at the end of the annual collection period, inclusive of carrying charges at the Company’s pre-tax WACC, to be included in the balance for refund or recovery in the next annual period, or in future base delivery rates as applicable.

43.5 The NUP will appear on the Statement of Net Utility Plant & Depreciation Expense Reconciliation Mechanisms to be filed with the Public Service Commission apart from this rate schedule not less than fifteen (15) days prior to its effective date.

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**GENERAL INFORMATION****44. Incremental Energy Efficiency Surcharge**

44.1 The Incremental Energy Efficiency Surcharge (“IEE”) allows the Company to implement a surcharge during the Stayout Period. If the Company does not file for new rates to be effective on or before July 1, 2024, the Incremental NE:NY Surcharge will recover the difference of any Commission-approved New Efficiency: New York (“NE:NY”) Budget (or other approved energy efficiency programs) less the forecast of Commission-approved NE:NY energy efficiency budgets in the nine months ending March 31, 2025 (“Stayout Period”) as described in the Joint Proposal as approved in Case 20-G-0381.

44.2 The amount to be recovered shall be allocated to applicable service classifications based on the Energy Efficiency Program Costs (“ETIP”) Allocator in the Company’s most recent rate case as provided below:

<u>Service Class</u>	<u>ETIP Allocator</u>
SC-1 Residential	49.02%
SC-2 Small General	17.48%
SC-5 Firm Gas Sales and Transportation	5.12%
SC-7 Small Firm Gas Sales and Transportation	7.87%
SC-8 Gas Sales and Transportation with Standby Sales	20.28%
NYSEG	0.24%

44.3 The per therm rate (adjusted for pre-tax WACC) will appear on the Statement of Incremental Energy Efficiency Surcharge for SC 1, 2, 5, 7 and 8 firm sales and firm transportation customers including NYSEG to be filed not less than fifteen (15) days prior to the effective date.

44.4 The Incremental NE:NY Surcharge will be subject to a true-up, with any over/under collection at the end of the collection period, inclusive of carrying charges at the Company’s pre-tax WACC, to be included in the balance for refund or recovery in the next annual period, or in future base delivery rates as applicable.

44.5 The IEE will be included in the Delivery Service Adjustment Statement (“DSA”).

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## GENERAL INFORMATION

### 45. Delivery Service Adjustments

- 45.1 The Delivery Service Adjustment (“DSA”) will apply to all customers being served under SC 1, 2, 5, 7, 8, 12, 13 firm sales and firm transportation customers, including NYSEG. The DSA will appear as a separate line item on the customer’s bill.
- 45.2 Where applicable, the DSA will consists of the following for firm sales and firm transportation:
1. Net Revenue Sharing Adjustment as explained in General Information Rule No. 26.
  2. Research and Development Surcharge as explained in General Information Rule No. 30.
  3. Revenue Decoupling Mechanism Adjustment as explained in General Information Rule No. 32.
  4. Gas Safety and Reliability Surcharge as explained in General Information Rule No. 39.
  5. Earnings Adjustment Mechanism as explained in General Information Rule No. 40.
  6. Non-Pipe Alternatives Cost Recovery Mechanism as explained in General Information Rule No. 42.
  7. Net Utility Plant and Depreciation Expense Reconciliation Mechanism Surcharge as explained in General Information Rule No. 43.
  8. Incremental Energy Efficiency Surcharge as explained in General Information Rule No. 44.
  9. ETIP reconciliation as explained in General Information Rule No. 31.2.
  10. Arrears Management Program Recovery Surcharge as explained in General Information Rule No. 35.
  11. Late Payment Charges and Other Fees as explained in General Information Rule No. 34.
  12. Demand Response Surcharge Mechanism as explained in General Information Rule No. 46.
- 45.3 In addition, where applicable, customer taking firm transportation service shall be subject to:
1. System Performance Adjustment as explained in General Information Rule No. 17.1.6.
  2. Annual Transportation Imbalance Surcharge or Refund as explained in General Information Rule 17.6.
  3. ETIP reconciliation as explained in General Information Rule No. 31.2.
- 45.4 The DSA for NYSEG will consists of:
1. Net Utility Plant and Depreciation Expense Reconciliation Mechanism Surcharge as explained in General Information Rule No. 43.
  2. Incremental Energy Efficiency Surcharge as explained in General Information Rule No. 44
- 45.5 Each element in the Delivery Service Adjustments (“DSA”) will appear on the Statement of Delivery Service Adjustments to be filed not less than three (3) days prior to the effective date.

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**GENERAL INFORMATION****46. DEMAND RESPONSE SURCHARGE MECHANISM ("DRSM")**

The Company will recover the non-labor demand response operation & maintenance costs in accordance with the Commission Order issued in Case 20-G-0381. The DRSM will be reconciled annually, adjusted for pre-tax WACC and included in the Delivery Service Adjustment ("DSA"). The surcharge is applicable to firm sales and transportation customers taking service under SC 1, 2, 5, 7, 8, 12 and 13. The non-labor demand response operation & maintenance ("O&M") costs are allocated based on the gas peak sendout. The DRSM will appear on the Statement of Demand Response Surcharge Mechanism to be filed each June 15th for rates effective July 1<sup>st</sup>.

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**GENERAL INFORMATION****47. Firm Gas Demand Response (“DR”) for Commercial and Industrial Customers****1. Definitions**

**“Aggregator”** means an entity that aggregates and represents load and is responsible for the actions of its customers with respect to the Company’s DR programs. Such an entity may also assist customers and property owners/managers with DR program participation. Aggregators, also called Third-Party Aggregators, may have one or more accounts enrolled in the Company’s Commercial Programs during a given season. Aggregators will only aggregate accounts within the same program option.

**“Aggregation”** refers to the summation of customers and their respective load represented by an Aggregator within a Program Option and/or Network.

**“Agreement”** means the Customer’s or Aggregator’s application accepted by the Company, including -all related exhibits, schedules, supplements, or attachments thereto. In the event of conflict between the

**“Application”** (or any related exhibits, schedules, supplements, or attachments thereto) and the Tariff, the Tariff terms shall govern.

**“Baseline”** is a calculated metric that accounts for the fact that not all DR Events or Test Events will occur under Design Day conditions and is an estimate of the natural gas quantity an account would have consumed otherwise on an event day in the absence of a DR Event (the counterfactual or baseline).

**“Customer”** means the firm, commercial customer maintaining an account for natural gas service with the Company, in the Company’s service territory and that satisfies the Program requirements, as determined by the Company.

**“Customer Data”** means all data and information collected by the Company from Customer in respect of the Program, including, but not limited to (a) data and information collected by Metering Equipment, and (b) other data and information collected for the purposes of determining (i) the amount of payments (if any) to be remitted to Customer in accordance with the Agreement, and (ii) Customer’s compliance with Program requirements and the Agreement.

**“Load Shedding Demand Response Program”** is a program for large firm Commercial and Industrial customers capable of reducing peak day gas loads for a period of 8 hours on event days. Customers must have the ability to reduce gas consumption by shutting off non-heating gas equipment or switching to a backup, non-gas heating fuel source.

**“Demand Response Event”** or “DR Event” means a period of time during the Demand Response Season for which the Company, upon not less than twenty (20) hours’ notice to Customer (i.e. by 10AM the mornings prior to when the reduction must occur), shall indicate that Customer must curtail Customer’s consumption of natural gas in accordance with the Agreement. Customers must curtail Customer’s consumption of natural gas in accordance with the Program and specific Program Option chosen.

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## GENERAL INFORMATION

### 47. Firm Gas Demand Response (“DR”) for Commercial and Industrial Customers (continued)

#### 1. Definitions (continued)

“**Demand Response Season**” or “DR Season”, also known as Winter Capability Period, means the period during which Customer is participating in the Program, beginning on November 1 and ending on March 31, inclusive.

“**Design Day**” is a 24-hour period of peak demand which is used as a basis for planning gas capacity requirements.

“**Design Hour**” is the peak hour of a Design Day.

“**Direct Participant**” is a customer of National Grid that enrolls in a gas DR program without the use of a third-party Aggregator. Direct Participants may enroll one or more accounts in the program.

“**Exempt Resource**” is a backup energy source that uses the following alternative options to generate thermal energy: Electricity-based technologies (including heat pumps), biodiesel/biofuel blends that contain ten percent or more biodiesel by volume, or any other resource or combination of resources listed as a Renewable Energy System under the New York State Climate Leadership and Community Protection Act.

“**Event Performance**” means the comparison of an account’s actual consumption during the event window against its calculated baseline for the aggregate usage over the entire event window.

“**Firm Service**” is a type of service classification offered to most customers who are not subject to service interruptions except for emergency conditions as detailed in the Company’s gas tariff. Service Classifications 1, 2, 3, 5, 7, 8, 12 and 13 are consider Firm Service.

“**Performance Payment**” is a type of incentive payment equal to the applicable rate per dekatherm of natural gas curtailed by Customer during a Demand Response Event.

“**Load Shifting Demand Response Program**” is a program for firm Commercial customers who shift gas loads out of a 4-hour peak period window on event days. Commercial Load Shifting Demand Response Program Customers are restricted from using a fossil fuel heating alternative to reduce load during demand response events, aside from alternatives that are considered Exempt Resources.

“**Incentive Payment**” means a payment paid to the Customer for its qualifying participation, as determined by the Company. It is defined as the sum of Reservation Payment and Performance Payments.

“**Metering Equipment**” means the Company-owned meters and any other related equipment or items that are owned by the Company and installed at the applicable Customer Site for the monitoring of natural gas flow and usage or controlling gas equipment.

“**Network**” A network is a gas distribution network or load area designated by the Company.

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## GENERAL INFORMATION

### 47. Firm Gas Demand Response ("DR") for Commercial and Industrial Customers (continued)

#### 1. Definitions (continued)

**"Performance Factor (PF)"** Percent value assigned to each account based on a 3-event rolling average of Event Performance. The Performance Factor will be applied to Customer's monthly Reservation incentive payment at the close of each month. All new Customers and third-party Aggregators will start the season with an assumed 100% PF; however, the Event Performance during the first event or test event will retroactively apply to any prior months when no events occurred. PF will carry over from prior winter for returning Customers.

**"Program"** means the Natural Gas Firm Demand Response Program offered by the Company to eligible Customers.

**"Program Month"** means each calendar month during the Demand Response Season.

**"Reservation Payment"** Payment equal to the enrolled event dekatherm reduction multiplied by the Reservation Rate and adjusted by the then applicable Performance Factor for each month of the winter season.

**"Reservation Rate"** is the incentive payment per dekatherm of natural gas a Customer has agreed to curtail should a Demand Response Event be called.

**"Site"** means Customer's facility in the Company's service territory to which firm natural gas service is provided by the Company.

**"Test Event"** means a test demand response event called by the Company for the purpose of assessing Customer's ability to participate in the Program. Customers will receive a Performance Payment for curtailed usage during a Test Event, and compliance during a Test Event will count towards the Performance Factor.

**"Zone"** refers to two regions within the Company's service territory where a customer may be located. Customers are located either in the East Gate or West Gate regions.

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**GENERAL INFORMATION****47. Firm Gas Demand Response (“DR”) for Commercial and Industrial Customers (continued)****2. Customer Eligibility**

Customers are eligible to enroll in the Company’s Demand Response programs for Commercial and Industrial accounts if they satisfy the following criteria.

- a. Customers may only enroll Firm Service natural gas accounts located in National Grid’s NMPC service territory.
- b. Non-Firm and Interruptible rate classifications may not participate in the program.
- c. Enrolled customers must have hourly gas metering equipment installed and functioning during the DR Season (Nov 1 –Mar 31). The Company will install hourly metering equipment for customers without current hourly meters.
- d. Accounts must enroll a minimum of 1 dth. Customer enrolled accounts must consume at least 4,000 dths per year or have peak consumption greater than 1 dth per hour. This applies to all accounts, including those enrolled as part of an aggregation.
- e. Specific to the Load Shedding Demand Response program option, customers must have the ability to eliminate gas usage without resulting increases in the hours or days before or after an event. Customers who can only shift gas loads to a different period within the same day are encouraged to participate in the Load Shifting Demand Response program option.
- f. Specific to the Load Shifting Demand Response Program, customers are restricted from using an alternate heating fuel during Demand Response Events, except for an Exempt Resource as defined previously.
- g. Customers served under Interruptible service classifications are ineligible to participate in the Firm DR programs. Further, any interruptible service customer that transfers to firm service in the future may be restricted from participating in Firm DR programs for a period of up to 3 years.
- h. [Enrollment Deadlines and Application](#)

The deadlines for enrollment for any given DR season for Commercial and Industrial DR programs are as follows:

*Table 1: Enrollment Deadline and Season Start Dates*

Enrollment Deadline	Season Start
September 30	November 1

The Company may extend the enrollment deadline of September 30 by providing at least five (5) business days’ prior notice. In no event shall the Company extend the enrollment deadline beyond the Season Start date. Customer applications can be submitted via email to [GasDR@nationalgrid.com](mailto:GasDR@nationalgrid.com), or directly to a customer’s account representative. A customer will be considered enrolled in the program only on receipt of a confirmation from National Grid. National Grid will provide this confirmation within 5 business days of the receipt of the customer’s application.

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## GENERAL INFORMATION

### 47. Firm Gas Demand Response (“DR”) for Commercial and Industrial Customers (continued)

#### 3. Third-Party Aggregators

Customers may participate in the C&I DR program directly with National Grid (as a “Direct Participant”) or through a Third-Party Aggregator (“Aggregator”). Direct Participant accounts may receive performance aggregation benefits in a similar manner to Aggregators by pooling multiple accounts under a single portfolio. Aggregators applying on behalf of one or more customers must provide Letters of Authorization granting access to submit an application and/or receive program incentives on the customer’s behalf. Aggregators may also be required to provide additional documentation to receive customer data from National Grid. Third-Party Aggregators must provide customer contact information to National Grid, if requested

Only customer sites that are enrolled in the same Network and Program Option will be considered for aggregation (i.e. the performance of a site in Load Shedding Non-DLC option cannot be evaluated against the performance of a site enrolled in Load Shedding DLC option). National Grid, by default, shall aggregate accounts enrolled within the same Network and Program Option into an Aggregation unless otherwise notified by the applicant. Unless otherwise specified, for each Third-Party Aggregator or Direct Participant acting as an Aggregator, only one such Aggregation may exist for the same Network and Program Option. Moreover, accounts enrolled within the Network and Program Option must either all belong to an Aggregation, or each be enrolled individually. Changes in aggregation status may only be made prior to the start of a given DR season.

#### 4. Program Options

Customers wishing to participate in the program may elect from two participation options, as detailed below. The first program option (Load Shedding DR) is intended for customers that can eliminate a portion of their daily gas load during event hours without any resulting increases in gas use during the surrounding non-event hours. The Company expects that Customers choosing this option will most likely be those with alternate, non-gas backup heating systems and those with non-heating dependent loads that can be curtailed on cold days. Customers without the capability of participating in Load Shedding DR may enroll in the Load Shifting DR option. This option is intended for customers who can shift their gas use away from the peak hour period below but may see some offsetting load increases in the hours prior to and/or following the event.

*Table 2: C&I DR Program Options*

C&I DR Options	Event Windows
Load Shedding DR	6AM-10AM and/or 4PM-8PM
Load Shifting DR	6AM-10AM

#### 5. Aggregations

An Aggregation is considered to be two or more accounts that have been enrolled in the same Program Option by a single Aggregator or Direct Participant. An Aggregation’s performance will be evaluated at a portfolio level. Accounts enrolled under different Program Options may not have their performance aggregated. Each Customer account enrolled under an Aggregation will have their performance measured at an individual level. This data will then be used to evaluate the performance for the total portfolio of sites enrolled in the program belonging to the same aggregation. Aggregations will receive one payment for all enrolled accounts. Section 10.C. details additional information on the calculation of performance for accounts within an aggregated portfolio.

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**GENERAL INFORMATION****47. Firm Gas Demand Response (“DR”) for Commercial and Industrial Customers (continued)****6. Customer Metering**

Customers that enroll but do not possess hourly metering will have a metering device installed by the Company at no expense to the customer. Though the Company purchases and installs the device at no cost to the customer, there may be customer costs associated with power or communications to ready their site for the metering installation.

Enrolled customer facilities must have hourly gas metering equipment installed and functioning during the DR Season. If actions (or lack thereof) on the part of the Customer prevent the timely installation or function of the metering equipment in any month, the Customer shall not be eligible for incentive payments for those months. This includes, but is not limited to, a Customer or Customer’s contractor failing to install or maintain any customer-owned power or communications equipment necessary for the meter to function.

In the event of the Company’s inability to install a meter in time for the beginning of the DR Season, or if the Company’s metering equipment fails to record or transmit consumption data due to a Company-owned equipment error, the Customer will still be expected to perform during DR events. In this instance, the Company will assume full compliance for the Customer during the event but may send a field technician to the site to ensure a Customer is taking the appropriate actions per the agreed-upon commitment.

**7. Events****i. Temperature Thresholds**

National Grid may, but is not required to, call DR events for its large customer program when the forecasted low temperature at either weather station listed below is at or below 3 degrees Fahrenheit for any hour during the gas day.

*Table 3: C&I DR Temperature Triggers*

<b>Zone</b>	<b>Weather Station</b>	<b>Hourly Low Temperature Threshold</b>
West Gate	Syracuse Airport	Forecast at or below 3 degrees
East Gate	Albany International Airport	Forecast at or below 3 degrees

**ii. Emergency Events**

The Company may also call DR events in the event of an unexpected loss of upstream or distribution delivery capacity, extreme weather or any emergency condition threatening the integrity of the Company’s gas system. Unexpected emergencies may occur at temperatures above the stated DR event thresholds. Emergency Events may be called during any hours and shall not exceed the length of the maximum DR Event window duration for the Program and Program Option in which a customer is enrolled. An Emergency event that does not meet the Event Notification criteria may not count towards a Customer’s Performance Factor unless Emergency Event Performance would result in an increase to a Customer’s Performance Factor and subsequent annual incentive. Customers will have the ability to earn Performance Payments during Emergency Events at the applicable Emergency Event Performance Rate.

**iii. Test Events**

National Grid reserves the right to conduct up to two (2) Test Events per DR season at its discretion. Test events will be operated, paid, and counted as Program events with the exception that such events are exempt from the DR Event Threshold temperature criteria.

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**GENERAL INFORMATION****47. Firm Gas Demand Response (“DR”) for Commercial and Industrial Customers (continued)**

## iii. Test Events - continued

National Grid will conduct a Planned Test Event for all participants where customers will be required to enact their fuel switching, curtailment or load shifting strategies for a 3-hour period from 6AM-9AM. This Planned Test Event will occur early in the DR season, most likely in early December. Performance during this Planned Test Event will count towards customer Performance Factors, and customers will have the ability to earn Performance Payment incentives for any Net Daily Reductions during the Planned Test Event.

National Grid may also conduct an additional Mid-Winter Test Event by the end of February if no actual events have or are forecast to occur. The Mid-Winter Test Event will require customers to reduce gas load for a 3-hour period from 6AM-9AM. The Mid-Winter Test Event will also count towards a customer's Performance Factor and customers will have the ability to earn Performance Payment incentives for any Net Daily Reduction during the Mid-Winter Test Event.

## iv. Event Notification

The Company will provide customers at least 20 hours' notice of a Demand Response Event, alerting customers by 10AM the day prior to an Event, at the latest. The Company will send Event notices using the customer's preferred method of communication (email and/or SMS text). Customers will be asked to provide contact information for at least one (1) contact at each site being enrolled. Upon request, Aggregators may receive event notifications directly and bear the responsibility for communicating the Company's DR Event notices to their respective customers. Direct Participants will receive DR Event notices directly from National Grid.

## 8. Enrollment Volumes

Each year National Grid assigns Design Day consumption values (“Design Day Dths”) to all customer accounts. These values are based on regression statistics calculated from historical monthly meter readings to predict customer and system-wide gas demand when the daily average temperature is -10 Degrees Fahrenheit (the “Design Day”). Where available, the Company will utilize hourly interval metering for customers to better refine Design Day consumption values for individual accounts.

National Grid further breaks down Design Day Dths into Design Peak Hour values (“Peak Hour Dths”), which can then be applied to specific DR Event windows to arrive at a customer's maximum potential Event Dekatherm (“Event Dth”) reduction.

Customers wishing to participate in the program will be required to provide, subject to National Grid's review and acceptance, the committed dth reduction achievable during the applicable program's event windows.

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## GENERAL INFORMATION

### 47. Firm Gas Demand Response (“DR”) for Commercial and Industrial Customers (continued)

#### 9. Incentive Rates

The Load Shifting and Load Shedding Demand Response incentive rates shall be shown on the Demand Response Incentive Statement filed separately with the Public Service Commission.

#### 10. Payment Calculations

Customers will be eligible for incentives earned each season based on the calculations shown below. Unless otherwise agreed to by the Company, all incentives earned for the Load Shedding or Load Shifting Program options will be paid within 90 days of the close of the DR season.

#### 11. Reservation Payment

An enrolled customer or Aggregator will receive a Reservation Payment equal to the committed Event Dth reduction multiplied by the Reservation Rate listed in the Demand Response Incentive Statement and adjusted by the then applicable Performance Factor (“PF”) for each month of the winter season. Customers will not be eligible for a Reservation Payment in any month where an enrolled account’s or aggregation’s calculated Performance Factor is less than 25%.

#### 12. Performance Payment

In addition to the Reservation Payment, an enrolled customer or Aggregator may receive a Performance Payment, equal to the applicable Performance Rate multiplied by the verified Net Daily Reduction of natural gas during a Demand Response Event or Test Event.

##### Bonus Incentive

A customer participating in the Load Shedding or Load Shifting program may be eligible to earn a bonus incentive on the condition that the customer utilizes its incentives for an energy efficiency project. Full eligibility requirements for the Bonus Incentive are available in the Gas Firm Service Commercial, Industrial, Multifamily Load-Shedding and Load-Shifting Demand Response Program Overview and Guidelines document.

#### 13. Event Performance

National Grid will utilize a rolling baseline calculation to estimate what an account would have otherwise consumed on an event day in absence of a DR Event or Test Event. This resulting baseline value will be compared with actual event consumption to determine an account’s Event Performance. For weekday events, this baseline method calculates the usage during the account’s event window for the last 10 ‘like’ days (6 ‘like’ days for holiday and weekend events), then takes an average of the 5 days (4 days for holiday and weekend events) with the highest consumption. In cases where an 8-hour event crosses two day types (i.e. Friday PM into Saturday AM), the Company will use the applicable baseline calculation for each 4-hour period in the applicable day. The performance during these event windows will then be combined to determine overall Event Performance.

That resulting value is the Unadjusted Baseline, which can be further adjusted for weather-dependent accounts to account for differences in temperature conditions between the event day and baseline days (the “Weather Adjusted Baseline”).

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**GENERAL INFORMATION****47. Firm Gas Demand Response ("DR") for Commercial and Industrial Customers (continued)****13. Event Performance - continued**

For non-holiday weekday events, the baseline for each account will be calculated as follows:

- i) Take the total event window consumption in each of the last 10 weekend or holiday days, excluding those where a DR event occurred.
- ii) Of those days, average the event window consumption for the 5 days where the account has the highest event window consumption
- iii) The resulting average is the account's Unadjusted Baseline
- iv) If, as determined by National Grid, the account is non-temperature dependent, the Unadjusted Baseline is used to measure performance relative to actual consumption during the event.
- v) If the account, as determined by National Grid, is temperature dependent, apply the Weather Adjustment to the Unadjusted Baseline.
- vi) To apply the Weather Adjustment, take the average of the average daily temperature (in HDD) of the 5 days used in the calculation of the Unadjusted Baseline. This value will be the Average Baseline HDD.
- vii) Subtract the event day HDD from the Average Baseline HDD. Multiply the resulting difference by 1.2% and add 1. If the result is greater than 1.35, the Weather Adjustment Factor will be 1.35. If the result is less than 0.85, the Weather Adjustment Factor will be 0.85.
- viii) Multiply the Unadjusted Baseline by the Weather Adjustment Factor to arrive at the resulting Weather Adjusted Baseline.

For holiday or weekend events, the baseline for each account will be calculated as follows:

- i) Take the total event window consumption in each of the last 6 weekend or holiday days, excluding those where a DR event occurred.
- ii) Of those days, average the event window consumption for the 4 days where the account has the highest event window consumption
- iii) The resulting average is the account's Unadjusted Baseline
- iv) If, as determined by National Grid, the account is non-temperature dependent, the Unadjusted Baseline is used to measure performance relative to actual consumption during the event.
- v) If the account, as determined by National Grid, is temperature dependent, apply the Weather Adjustment to the Unadjusted Baseline.
- vi) To apply the Weather Adjustment, take the average of the average daily temperature (in HDD) of the 5 days used in the calculation of the Unadjusted Baseline. This value will be the Average Baseline HDD.
- vii) Subtract the event day HDD from the Average Baseline HDD. Multiply the resulting difference by 1.2% and add 1. If the result is greater than 1.35, the Weather Adjustment Factor will be 1.35. If the result is less than 0.85, the Weather Adjustment Factor will be 0.85.
- viii) Multiply the Unadjusted Baseline by the Weather Adjustment Factor to arrive at the resulting Weather Adjusted Baseline.

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## GENERAL INFORMATION

### 47. Firm Gas Demand Response ("DR") for Commercial and Industrial Customers (continued)

#### 13. Event Performance - continued

To Calculate Event Performance, an account's actual consumption during an event will be compared against the calculated baseline for the aggregate usage over the entire event window. Since the maximum value an account may enroll is based on expected consumption during a Design Day and events may occur on non-Design Days, accounts that completely eliminate load during a DR event may have an enrollment value greater than the calculated baseline for a given event or test event. To ensure these accounts are not improperly judged for performance, an account's metered load during an event will be compared to the lesser of the enrollment quantity or the calculated baseline.

At the Company's sole discretion, customers may be permitted to provide alternate performance verification during events in lieu of the above baseline calculations.

The Company will also apply this baseline methodology to the 3 hours immediately prior to ("Pre-Heating Period") and following ("Snapback Period") a DR Event or Test Event. However, the Company will drop from the Event Window, Pre-Heating and Snapback period baseline calculations any prior days where the Event Window, Pre-Heating or Snapback consumption was zero.

Any customers participating in the Load Shedding DR program option with usage increases relative to the Pre-Heating and Snapback Period baselines will have their Event Performance reduced by that amount, impacting their Performance Factor.

However, a customer may offset fully or partially the sum of usage increases in the Pre-Heating and/or Snapback periods by the sum of positive load curtailments during other hours in those same periods, but only to the maximum of the sum of Pre-Heating and Snapback usage increase. Any additional overperformance in the Pre-Heating and/or Snapback periods will not be credited towards Event Performance.

In the case of customers participating in the Load Shifting DR program options, Pre-Heating and/or Snapback usage increases will not be deducted from Event Performance. In both cases the Company will calculate the Net Daily Reduction (Event Reduction minus Pre-Heating and/or Snapback increases) for all customers. This Net Daily Reduction will be used in the calculation of the Performance Payment.

#### 14. Performance Factor

The Performance Factor is a percent value assigned to each Customer account (or Aggregation) based on a 3-event rolling average of Event Performance, inclusive of Test Events. For a new account or aggregation that has not participated in 3 or more historical events, the Performance Factor will be calculated based average performance for all historical events where the account or aggregation that occurred while the account or aggregation was enrolled in the program. The Performance Factor will be applied to and adjust the monthly Reservation Payment at the close of each month.

For accounts or Aggregations that return to the program in subsequent seasons, the starting Performance Factor will be equal to the calculated Performance Factor as of the close of the prior season. Each subsequent event during the season will adjust the Performance Factor used in the monthly Reservation Payment settlements.

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**GENERAL INFORMATION****47. Firm Gas Demand Response (“DR”) for Commercial and Industrial Customers (continued)****14. Performance Factor (continued)**

New customers or Aggregations will begin the season with an assumed Performance Factor of 100%, but the Event Performance during the first event or test event will retroactively apply to any months where no events occurred.

Accounts that elect to leave an Aggregator and enroll directly with National Grid shall have their Performance Factor set to their most recent individual Performance Factor. The parent Aggregation or Sub-Aggregation shall retain its Performance Factor.

The same is true for each account in an existing Aggregation or Sub-Aggregation that elects to be disaggregated the following season. In such a case, the account shall have their Performance Factor set to their most recent individual Performance Factor.

In cases of an account that elects to move to another existing Aggregation or Sub-Aggregation, this shall have no impact to the parent Aggregation or Sub-Aggregation’s Performance Factor, or the new Aggregation or Sub-Aggregation’s Performance Factor.

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## GENERAL INFORMATION

### 48. Firm Demand Response (“DR”) for Residential and Small/Medium Business Customers

#### 1. Definitions

“**Control Device**” is a device installed on a customer’s premise that allows the Company to remotely connect to such device when an DR Event is called and control equipment that uses natural gas. For purposes of this Program, Control Device means one or more devices as may be required to control the equipment. Each Control Device contains a feature that allows the customer to override the Company’s control of the customer’s equipment. The Control Device must be provided, installed and connected to the Internet by the Customer, and the Control Device must be able to communicate with National Grid’s control system. A list of the Company’s approved devices will be published on the Company’s website.

“**Demand Response Season**” or “DR Season”, also known as Winter Capability Period, means the period during which Customer is participating in the Program, beginning on November 1 and ending on March 31, inclusive.

“**Service Provider**” means a provider registered with, and approved by, the Company to develop, maintain, and operate a communications portal that enables Internet-connected Control Devices to participate under this Program.

“**Test Event**” means a test demand response event called by the Company for the purpose of assessing Customer’s ability to participate in the Program. Customers will receive a Performance Payment for curtailed usage during a Test Event, and compliance during a Test Event will count towards the Performance Factor.

#### 2. Customer Eligibility

The Residential and Small-to-Medium Business Bring-Your-Own-Thermostat programs will allow the Company to remotely control the customer’s Control Device to reduce the customer’s gas usage during an Event. Customers participating in this Program must have central heating equipment that consumes natural gas and install a Control Device that can control such equipment.

Eligible Customers must be served under either of Service Classifications 1, 2, or 7.

Eligible Control Devices need to be connected to load controllable equipment that uses natural gas or provides supplemental heating to participate in the Program.

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## GENERAL INFORMATION

### 48. Firm Demand Response (“DR”) for Residential and Small/Medium Business Customers (continued)

#### 1. Enrollment

Eligible customers may enroll in the program through their thermostat manufacturer or directly through National Grid through the following webpage: <https://www.nationalgridus.com/NY-Home/Energy-Saving-Programs/ConnectedSolutions>

There are no deadlines for customer enrollment, and customer will remain in the program unless they request to unenroll or are removed by National Grid for failure to adhere to program rules.

#### 2. Event Parameters

National Grid will call events for the BYOT DR program under the following parameters:

- Events may be called during the month of November through March, inclusive.
- Events may last for up to 4 hours, occurring either from 6AM – 10AM or 4PM – 8PM.
- Where the Company has established Networks for this Program, Events may be called only for specific Networks.
- Outside of Emergency Events, National Grid will not call more than 1 event for any single device during the same calendar day
- Events may be called when the forecasted low temperature at either Albany International Airport or Syracuse Airport is 3 degrees or lower.
- The Company reserves the right to call emergency events in the instance of an unexpected loss of upstream or distribution delivery capacity, extreme weather or any emergency condition threatening the integrity of the Company’s gas system.
- The Company will conduct one Test Event per season if no actual events have yet occurred.

Customers who enroll in the program will receive a one-time sign up payment after the Company and/or Service Provider has confirmed the Company’s ability to communicate with the Control Device. The one-time sign up payment will be made by a gift card. The incentive rate is published on the Company’s website. Starting with the second Demand Response Season in which the customer participates, the customer will be eligible for an annual incentive payment, payable by gift card at the Company’s discretion, after each Demand Response Season in which the Company can verify that the customer allowed the Company to control the Control Device for no less than 70 percent of the aggregate number of event hours declared by the Company during the Demand Response Season. The Company reserve the right to cancel a customer’s participation in the program if they participate in fewer than 15% of event hours during a season. Customer will be deemed to not have participated in an event hour if they override the Control Device signal, disconnect their device or have the Control Device offline for that hour. Event hour performance will be calculated to a fractional value based on the number of minutes a customer was participating.

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### GENERAL INFORMATION

#### 48. Firm Demand Response ("DR") for Residential and Small/Medium Business Customers (continued)

##### 5. Incentives

The Residential & Small/Medium Business Remote Load Control Program Incentive Payments shall be shown on the Demand Response Incentive Statement filed with the Public Service Commission not less than 60 days before their effective date.

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**SERVICE CLASSIFICATION NO. 1  
RESIDENTIAL DELIVERY SERVICE AND GAS SUPPLY SERVICE OR  
RESIDENTIAL DELIVERY SERVICE ONLY**

**APPLICABLE TO USE OF SERVICE FOR:**

1. Residential purposes, in an individual residence and in an individual flat or individual apartment in a multiple family dwelling.
2. Residential purposes in a rooming house where not more than four rooms are available for rent.
3. Any premise owned or leased by any not-for-profit corporation, association or body organized and conducted in good faith for religious purposes and used primarily or principally in connection with such religious purposes as required by Public Service Law, Section 76, See Special Provision 5 of this Service Classification.
4. Space heating and/or water heating in a two-family or three-family dwelling when the piping is arranged for supply of service through a single meter of one of the apartments or through a separate meter.
5. Space heating and/or water heating in a building housing not more than two one-family residential units and a commercial undertaking when that portion of the building used for residential purposes shall be in excess of 50 percent of the cubical content of the building and when the piping is arranged for supply of service through a single meter of one of the apartments or through a separate meter.
6. Use primarily and principally in connection with a community residence as defined in subdivision twenty-eight, twenty-eight-a, or twenty-eight-b of Section 1.03 of the Mental Hygiene Law and as required by Public Service Law, Section 76, provided that such facility is operated by a not-for-profit corporation and are either (1) a "supervised living facility" (as defined in the Mental Hygiene Law) providing twenty-four hour per day on-site supervision and living accommodations for 14 or fewer residents; or (2) a "supportive living facility" (as defined in the Mental Hygiene Law) providing supervised independent living without twenty-four hour per day on-site supervision.
7. Any post or hall owned or leased by a not-for-profit organization that is a veterans' organization.

**CHARACTER OF SERVICE:**

**Customers Purchasing Gas Supply from Niagara Mohawk:**

Continuous. Natural gas or a mixture of natural gas and other gas of not less than 1000 British Thermal Units per cubic foot.

**Customers Purchasing Gas Supply from an Alternate Supplier:**

Transportation of customer-owned, pipeline quality, natural gas will be on a firm basis from a receipt point within the Company's service territory to which this Schedule applies to the facilities at the customer's existing delivery point, as specified in the customer's Application for Firm Transportation Service. Delivery of customer-owned gas will be at a pressure approved by the Company. Customer-owned gas to be transported by the Company must be of pipeline quality having a minimum BTU value of 1000 BTU per cubic foot on a dry basis. The gas quality must meet the Public Service Commission's rules and regulations regarding concentrations of hydrogen sulfide, total sulfur and ammonia. Filtration of dust and liquid hydrocarbons, and water removal will be required.

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**SERVICE CLASSIFICATION NO. 1  
RESIDENTIAL DELIVERY SERVICE AND GAS SUPPLY SERVICE OR  
RESIDENTIAL DELIVERY SERVICE ONLY (CONTINUED)**

**MONTHLY DELIVERY SERVICE RATES: (See Special Provisions)**

All Customers, as described above:

	<u>Delivery Service Rate</u>
First 3 Therms or less	\$21.40
Next 47 Therms, per Therm	\$0.64616
Over 50 Therms, per Therm	\$0.14012

The volumetric rates above are inclusive of the Deferral Surcredit as explained in General Information Rule No. 41.

**MONTHLY MINIMUM DELIVERY SERVICE CHARGE:**

The monthly minimum delivery service charge is \$21.40 for all customers with the exception of customers participating in the Company's Energy Affordability Program. Customers participating in the Company's Energy Affordability Program will be eligible for a credit as stated on the Statement of Energy Affordability Credit and per Special Provision No. 6 on Leaf No. 127.1.

In addition to the minimum charge, customers may be required to pay a surcharge when service is taken from a main extension constructed in accordance with Rule 10, **GENERAL INFORMATION**.

**MONTHLY COST OF GAS:**

In addition to the above delivery service charges, customers purchasing their Gas Supply Service from the Company will pay the Monthly Cost of Gas per therm of gas supplied hereunder as explained in Rule 17 of this schedule.

**MERCHANT FUNCTION CHARGE:**

Customers purchasing their Gas Supply Service from the Company will be subject to a Merchant Function Charge hereunder as explained in General Information Rule 33 of this schedule.

**DELIVERY SERVICE ADJUSTMENTS:**

All customers taking service under this service classification shall be subject to Delivery Service Adjustments as explained in Rule 45.

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**SERVICE CLASSIFICATION NO. 1  
RESIDENTIAL DELIVERY SERVICE AND GAS SUPPLY SERVICE OR  
RESIDENTIAL DELIVERY SERVICE ONLY (CONTINUED)**

**STATEMENT OF TRANSPORTATION RATES:**

All surcharges or refunds applicable to billings for Service Classification Nos. 1, 2, 5, 6, 7, 8, 9, 12 and 13 will be filed with the Public Service Commission apart from this rate schedule not less than two (2) days prior to the first of each month. Such statement will be available on the Company's website at [www.nationalgridus.com](http://www.nationalgridus.com)

**BALANCING:**

Customers not purchasing their gas supply from Niagara Mohawk will be subject to Monthly Balancing under Service Classification No. 11 - Load Aggregation.

**BTU ADJUSTMENT:**

Volumes of gas registered at the customer's meter, in CCF, will be adjusted for BTU content, in Therms, as stated in Rule 14.3.

**INCREASE IN RATES AND CHARGES:**

The rates and charges under this service classification will be increased by a tax factor pursuant to Rule 19.

**TERMS OF PAYMENT:**

Bills are due and payable. Full payment must be received on or before the date shown on the bill to avoid a potential late payment charge of one and one-half percent (1 1/2%) pursuant to Rule 15.2.

**TERM:**

One month and continuing thereafter until terminated by providing forty-eight hours' notice to the Company. For customers switching energy suppliers, the request shall be submitted to the Company not later than 10 calendar days prior to the month service is to commence. The actual switch will then occur on the customer's regular meter reading date.

**SPECIAL PROVISIONS APPLICABLE TO BOTH DELIVERY SERVICE ONLY AND CUSTOMERS ALSO PURCHASING GAS SUPPLY FROM NIAGARA MOHAWK:**

1. Written application may be required. See Paragraph 2.1 of Rules and Regulations.
2. Whenever service is supplied where extension of distribution main facilities for service is requested, construction will be in accordance to Rule 10 of this schedule.
3. Customers converting to gas space heating without complying with the Company's minimum insulation requirements, Rule 4.10.3, or found in non-compliance with the appropriate minimum insulation requirements for new dwellings Rule 4.10.2, will be required to pay a surcharge of 25 percent of their total bill for electric and/or gas services. Refer to Rules 4.10.2.5 or 4.10.3.4, Penalties for Non-compliance, for the application of the surcharge.

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**SERVICE CLASSIFICATION NO. 1  
RESIDENTIAL DELIVERY SERVICE AND GAS SUPPLY SERVICE OR  
RESIDENTIAL DELIVERY SERVICE ONLY (CONTINUED)**

**SPECIAL PROVISIONS APPLICABLE TO BOTH DELIVERY SERVICE ONLY AND CUSTOMERS  
ALSO PURCHASING GAS SUPPLY FROM NIAGARA MOHAWK: (continued)**

4. Budget bills will be computed in accordance with Rule 15.7.6.
5. The residential rate is applicable to use of service for use predominantly or primarily in connection with religious purposes by corporations or associations organized and conducted in good faith for religious purposes, in accordance with Company policies and procedures.
  - A. Religious Purpose:

The organization shall have a fundamental religious purpose and the property shall be used primarily in support of its purpose.
  - B. Evidence of Eligibility:

Qualifying religious organizations are eligible for the residential rate. In order to be a qualified religious organization, the organization shall submit evidence of eligibility, which may include any of the following: copies of articles of incorporation as religious corporations, charters, letters from recognized religious organizations, eligibility designations from the Internal Revenue Service and other documentation of the religious nature of the organization.

The Company shall not require proof of tax-exempt status as a condition for a religious organization or body to receive the rates under this Service Classification, although a tax-exempt certificate can be supplied and accepted as supplement to the customer's proof of eligibility. A Company representative(s) interview with the religious organization representative(s) or observations of the organization's activities may also supplement proof of eligibility.
  - C. Religious and Non-Religious Use:

Gas will not be supplied under this Service Classification unless the predominant use of the premises is to carry out religious purposes and/or is reasonably incidental to the religious purposes.

Where religious activities and/or activities which are reasonably incidental to the religious purpose take place in the same metered facility with, and share the same space with activities that are neither religious nor reasonably incidental to religious purposes, a predominant use calculation may be employed to determine whether the predominant use of the space is for religious (or reasonably incidental) purposes, as opposed to other purposes, and to determine the applicability of this rate.

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SERVICE CLASSIFICATION NO. 1  
RESIDENTIAL DELIVERY SERVICE AND GAS SUPPLY SERVICE OR  
RESIDENTIAL DELIVERY SERVICE ONLY (CONTINUED)

SPECIAL PROVISIONS APPLICABLE TO BOTH DELIVERY SERVICE ONLY AND CUSTOMERS ALSO  
PURCHASING GAS SUPPLY FROM NIAGARA MOHAWK: (continued)

C. Religious and Non-Religious Use: (continued)

1. Where non-religious uses (meaning use which is neither for religious nor for reasonably incidental purposes) are found to predominate, and such uses can be physically segregated and separately metered and billed from the religious use, the portion of the premises involving religious uses will, provided the customer elects to make the necessary piping changes that are the customer's responsibility, receive service under this Service Classification and the portion of the premises involving non-religious uses will receive service under the appropriate non-residential Service Classification.
2. Where non-religious uses predominate and such uses cannot be physically segregated and separately metered and billed, the entire premise will receive service under the appropriate non-residential Service Classification.

D. Non-Qualifying Uses:

Certain uses by religious organizations are typically not eligible for the residential rate, including but not limited to:

1. Colleges or Universities
2. Nursing Schools or Medical Schools
3. Hospitals
4. Nursing and Adult Homes
5. Recreational Facilities, Health Clubs or Physical Fitness Facilities
6. Publication of Religious Literature and Supplies
7. Bookstores
8. Stores for Sale of Religious Articles or Sacramental Wines
9. Lodging Homes or Quarters, unless otherwise applicable under S.C. 1
10. Radio or Television Stations
11. Clothing Stores, Thrift Stores or Donation Centers
12. Separately Metered Child Care Facilities

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**RESIDENTIAL DELIVERY SERVICE AND GAS SUPPLY SERVICE OR**  
**RESIDENTIAL DELIVERY SERVICE ONLY (CONTINUED)**

6. Applicants for this rate must be the customer of record and provide proof of current enrollment at the time of application in one of the following programs: Temporary Assistance for Needy Families (Family Assistance), Safety Net Assistance – Public Assistance Supplemental Security Income (SSI), Medicaid, SNAP (Food Stamps), Low Income Home Energy Assistance Program (LIHEAP), Veteran's Disability Pension, Veteran's Surviving Spouse Pension, Child Health Plus or the Federal Lifeline Program or any public assistance programs that would qualify under the Federal Lifeline Program.

The Energy Affordability Program consists of tiered discounts based on the level of need, with the level of need demonstrated by receipt of a Home Energy Assistance Program ("HEAP") grant and receipt of any HEAP "add-on" benefits, or receipt of DSS Direct Voucher/Guarantee. The tiers are described below:

Regular, Emergency HEAP Payment, Non-utility HEAP, Self-Identified or File Match	Tier 1
Regular HEAP Payment plus 1 add-on	Tier 2
Regular HEAP Payment plus 2 add-ons	Tier 3
DSS Direct Voucher/Guarantee	Tier 4

Customers will be enrolled into the program when the Company receives a HEAP benefit; when the customer is identified through the Office of Temporary and Disability Assistance ("OTDA") non-utility file matching mechanism; when OTDA (DSS) notifies the Company that the customer is a recipient of Direct Voucher/Guarantee; or when a customer self identifies and provides documentation of a HEAP benefit paid to another vendor or utility and not matched through OTDA's file matching.

Once enrolled, customers with no arrears will be automatically enrolled in the Company's Monthly Budget Plan as set forth in Special Provision B of this service classification. Customers will be allowed to "opt out" of the Monthly Budget Plan.

The amount of each tier's credit can be found on the Statement of Energy Affordability Credit ("EAC"). With the exception of the February 1, 2022 update, the Company will file on an annual basis, the Statement of Energy Affordability Credit on November 1<sup>st</sup> to become effective December 1<sup>st</sup>. In addition, any time the Company makes the first tariff compliance filing for a new rate plan, the Company will include an updated Statement of Energy Affordability Credit.

PSC NO: 219 GAS

LEAF: 128

NIAGARA MOHAWK POWER CORPORATION

REVISION: 2

INITIAL EFFECTIVE DATE: 05/20/09

SUPERSEDING REVISION: 0

STAMPS: Issued in Compliance with Order of PSC in Case 08-G-0609 dated 05/15/09.

**SERVICE CLASSIFICATION NO. 1  
RESIDENTIAL DELIVERY SERVICE AND GAS SUPPLY SERVICE OR  
RESIDENTIAL DELIVERY SERVICE ONLY (CONTINUED)**

**SPECIAL PROVISIONS APPLICABLE TO DELIVERY SERVICE ONLY CUSTOMERS:**

1. Full cooperation is required from customer and Company's gas supplier so that the Company may accurately determine the quantities of customer-owned gas delivered into the Company's distribution system by the customer and those quantities of customer-owned gas actually transported to the customer by the Company.
2. 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 and until it has been delivered to the customer. The customer shall be deemed to be in possession and control of the gas prior to such receipt by the Company and after such delivery.
3. 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 rights or ability 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 under these rates.
4. Customers participating in Monthly Balancing must pay a stand-by charge per therm of MPDQ as set forth on the Statement of Transportation Rate Adjustment.
5. Each customer under this Service Classification warrants that it will, at the time the Company receives the gas 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.

Issued By: Thomas B. King, President, Syracuse, New York

PSC NO: 219 GAS

LEAF: 129

NIAGARA MOHAWK POWER CORPORATION

REVISION: 20

INITIAL EFFECTIVE DATE: 07/01/23

SUPERSEDING REVISION: 19

STAMPS: Issued in compliance with order in Case 20-G-0381 dated January 20, 2022

**SERVICE CLASSIFICATION NO. 2  
SMALL GENERAL DELIVERY SERVICE AND GAS SUPPLY SERVICE OR  
SMALL GENERAL DELIVERY SERVICE ONLY**

**APPLICABLE TO USE OF SERVICE FOR:**

All purposes except as otherwise provided in Service Classification No. 1. Available in all territory served when Company has facilities suitable and adequate for the load. Sales and delivery service is applicable only to customers with annual use of less than 50,000 therms.

A customer served under this service classification will be subject to an annual review to verify annual therm eligibility requirements are not exceeded. A customer may be migrated to another service classification if their annual therm eligibility requirements have exceeded the 50,000 therm threshold, unless there are mitigating circumstances which in the Company's sole discretion support allowing the customer to remain on this service classification.

**CHARACTER OF SERVICE:****Customers Purchasing Gas Supply from Niagara Mohawk:**

Continuous, natural gas or a mixture of natural gas and other gas of not less than 1000 British Thermal Units per cubic foot on a dry basis. Normal pressure 6 inches, but not less than 4 inches, water column.

**Customers Purchasing Gas Supply from an Alternate Supplier:**

Transportation of customer-owned, pipeline quality, natural gas will be on a firm basis from a receipt point within the Company's service territory to which this schedule applies to the facilities at the customer's existing delivery point, as specified in the customer's Application for Firm Transportation Service. Delivery of customer-owned gas will be at a pressure approved by the Company. Customer-owned gas to be transported by the Company must be of pipeline quality having a minimum BTU value of 1000 BTU per cubic foot on a dry basis. The gas quality must meet the Public Service Commission's rules and regulations regarding concentrations of hydrogen sulfide, total sulfur and ammonia. Filtration of dust and liquid hydrocarbons, and water removal will be required.

**MONTHLY DELIVERY SERVICE RATES:**

All Customers, as described above:

	<u>Delivery Service Rate</u>
First 3 Therms or less	\$26.00
Next 277 Therms, per Therm	\$0.39434
Next 4,720 Therms, per Therm	\$0.23763
Over 5,000 Therms, per Therm	\$0.08480

The volumetric rates above are inclusive of the Deferral Surcredit as explained in General Information Rule No. 41.

**MONTHLY MINIMUM CHARGE:**

The monthly minimum charge is \$26.00.

In addition to the minimum charge, customers may be required to pay a surcharge when service is taken from a main extension constructed in accordance with Rule 10, **GENERAL INFORMATION**.

Issued By: Rudolph L. Wynter, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 02/01/22

LEAF: 130  
REVISION: 15  
SUPERSEDING REVISION: 13

STAMPS: Issued in compliance with order in Case 20-G-0381 dated January 20, 2022

**SERVICE CLASSIFICATION NO. 2  
SMALL GENERAL DELIVERY SERVICE AND GAS SUPPLY SERVICE OR  
SMALL GENERAL DELIVERY SERVICE ONLY (CONTINUED)**

**MONTHLY COST OF GAS:**

In addition to the above Delivery Service Charges, customers purchasing their Gas Supply Service from the Company will pay the Monthly Cost of Gas per therm of gas supplied hereunder as explained in Rule 17 of this schedule.

**MERCHANT FUNCTION CHARGE:**

Customers purchasing their Gas Supply Service from the Company will be subject to a Merchant Function Charge hereunder as explained in Rule 33 of this schedule.

**DELIVERY SERVICE ADJUSTMENTS:**

All Customers taking service under this service classification shall be subject to Delivery Service Adjustments as explained in Rule 45.

**STATEMENT OF TRANSPORTATION RATES:**

All surcharges or refunds applicable to billings for Service Classification Nos. 1, 2, 5, 6, 7, 8, 9, 12 and 13 will be filed with the Public Service Commission apart from this rate schedule not less than two (2) days prior to the first of each month. Such statement will be available on the Company's website at [www.nationalgridus.com](http://www.nationalgridus.com).

**BALANCING:**

Customers not purchasing their gas supply from Niagara Mohawk will be subject to Monthly Balancing under Service Classification No. 11 - Load Aggregation.

**BTU ADJUSTMENT:**

Volumes of gas registered at the customer's meter, in CCF, will be adjusted for BTU content, in Therms, as stated in Rule 14.3.

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 01/15/14  
STAMPS: Issued in compliance with order in Case No. 13-M-0061 dated November 18, 2013

LEAF: 130.1  
REVISION: 2  
SUPERSEDING REVISION: 1

**SERVICE CLASSIFICATION NO. 2  
SMALL GENERAL DELIVERY SERVICE AND GAS SUPPLY SERVICE OR  
SMALL GENERAL DELIVERY SERVICE ONLY (CONTINUED)**

**INCREASE IN RATES AND CHARGES:**

The rates and charges under this service classification will be increased by a tax factor pursuant to Rule 19.

**TERMS OF PAYMENT:**

Bills are due and payable. Full payment must be received on or before the date shown on the bill to avoid a potential late payment charge of one and one-half percent (1 1/2%) pursuant to Rule 15.2.

**TERM:**

One month and continuing thereafter until terminated by forty-eight hours notice to the Company. For customers switching energy suppliers the request shall be submitted to the Company not later than 10 calendar days prior to the month service is to commence. The actual switch will then occur on the customer's regular meter reading date.

Issued By: Kenneth D. Daly, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 03/01/24  
STAMPS:

LEAF: 131  
REVISION: 4  
SUPERSEDING REVISION: 3

**SERVICE CLASSIFICATION NO. 2  
SMALL GENERAL DELIVERY SERVICE AND GAS SUPPLY SERVICE OR  
SMALL GENERAL DELIVERY SERVICE ONLY (CONTINUED)**

SPECIAL PROVISIONS APPLICABLE TO BOTH DELIVERY SERVICE ONLY AND CUSTOMERS ALSO PURCHASING GAS SUPPLY FROM NIAGARA MOHAWK:

1. Company shall not be obligated to supply service facilities of a capacity in excess of that necessary to supply utilization equipment normally and regularly used by customer.
2. Written application upon Company's prescribed forms is required.
3. Whenever service is supplied where extension of distribution main facilities for service is requested, construction will be in accordance to Rule 10 of this tariff.
4. When the applicant to be served is equipped with a dual burner installation adapted for use of either gas or other alternate fuel, and when the business to be served requires that Company supply facilities with a gas supply capacity of 3,000,000 BTU per hour or more at normal pressure of 6 inches water column and when the gas service will not be utilized initially, such facilities will be constructed only when applicant:
  - A. Agrees to pay Company a minimum annual amount for service during each of the first five years equal to not less than one-third of the actual reasonable cost to Company of all facilities installed on applicant's premises to supply their requirements, or
  - B. Makes a cash contribution of the actual reasonable cost to Company of all facilities installed on applicant's premises to supply their requirements, less the actual reasonable cost of facilities which would be required for purposes other than the supply of service to the dual burner equipment.
5. Company will supply service to gas-fired emergency electric generators in accordance with Rule 18 of this tariff.
6. Customers who supply gas service to end-use residential customers in multi-family structures that convert to gas space heating without complying with the Company's minimum insulation requirements, Rule 4.10.3 or found in non-compliance with the appropriate minimum insulation requirements for new dwellings Rule 4.10.2, will be required to pay a surcharge of 25 percent of their total bill for electric and/or gas services. Refer to Rules 4.10.2.5 or 4.10.3.4, Penalties for Non-Compliance, for the application of the surcharge.
7. Service taken under this Service Classification may be eligible for a limited-duration bill reduction treatment as described in Rule 23, Empire Zone Rider.
8. Budget bills will be computed in accordance with Rule 15.7.6.

Issued By: Rudolph L. Wynter, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 02/01/04

LEAF: 132  
REVISION: 1  
SUPERSEDING REVISION: 0

**SERVICE CLASSIFICATION NO. 2  
SMALL GENERAL DELIVERY SERVICE AND GAS SUPPLY SERVICE OR  
SMALL GENERAL DELIVERY SERVICE ONLY (CONTINUED)**

**SPECIAL PROVISIONS APPLICABLE TO DELIVERY SERVICE ONLY CUSTOMERS:**

1. Full cooperation is required from customer and Company's gas supplier so that the Company may accurately determine the quantities of customer-owned gas delivered into the Company's distribution system by the customer and those quantities of customer-owned gas actually transported to the customer by the Company.
2. 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 and until it has been delivered to the customer. The customer shall be deemed to be in possession and control of the gas prior to such receipt by the Company and after such delivery.
3. 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 rights or ability 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 under these rates.
4. Human Needs Customers as defined in Rule 3.2.2 participating in Monthly Balancing Service under S.C. 11 must pay a stand-by charge per therm of MPDQ as set forth on the Statement of Transportation Rate Adjustment.
5. Firm Transportation Service will be provided only when and to the extent that the Company in its sole judgment has sufficient capacity available.
6. Each customer under this Service Classification warrants that it will, at the time the Company receives the gas 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.

PSC NO: 219 GAS

LEAF: 133

NIAGARA MOHAWK POWER CORPORATION

REVISION: 17

INITIAL EFFECTIVE DATE: 02/01/22

SUPERSEDING REVISION: 16

STAMPS: Issued in compliance with order in Case 20-G-0381 dated January 20, 2022

**SERVICE CLASSIFICATION NO. 3**  
**LARGE GENERAL DELIVERY GAS SUPPLY SERVICE**  
**(This Service Classification has been eliminated)**

RESERVED FOR FUTURE USE



PSC NO: 219 GAS

LEAF: 134

NIAGARA MOHAWK POWER CORPORATION

REVISION: 15

INITIAL EFFECTIVE DATE: 02/01/22

SUPERSEDING REVISION: 13

STAMPS: Issued in compliance with order in Case 20-G-0381 dated January 20, 2022

**SERVICE CLASSIFICATION NO. 3**  
**LARGE GENERAL DELIVERY GAS SUPPLY SERVICE (CONTINUED)**  
**(This Service Classification has been eliminated)**

RESERVED FOR FUTURE USE

Issued By: Rudolph L. Wynter, President, Syracuse, New York

PSC NO: 219 GAS

LEAF: 135

NIAGARA MOHAWK POWER CORPORATION

REVISION: 4

INITIAL EFFECTIVE DATE: 02/01/22

SUPERSEDING REVISION: 2

STAMPS: Issued in compliance with order in Case 20-G-0381 dated January 20, 2022

**SERVICE CLASSIFICATION NO. 3**  
**LARGE GENERAL DELIVERY GAS SUPPLY SERVICE (CONTINUED)**  
**(This Service Classification has been eliminated)**

RESERVED FOR FUTURE USE

Issued By: Rudolph L. Wynter, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 04/01/2013

LEAF: 136  
REVISION: 3  
SUPERSEDING REVISION: 1

STAMPS: Issued in compliance with order in Case No. 12-G-0202 dated March 15, 2013

**SERVICE CLASSIFICATION NO. 4**  
**INTERRUPTIBLE - LARGE VOLUME**  
**(This Service Classification has been eliminated)**

RESERVED FOR FUTURE USE

Issued By: Kenneth D. Daly, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 04/01/13

LEAF: 137  
REVISION: 9  
SUPERSEDING REVISION: 7

STAMPS: Issued in compliance with order in Case No. 12-G-0202 dated March 15, 2013

**SERVICE CLASSIFICATION NO. 4**  
**INTERRUPTIBLE - LARGE VOLUME (CONTINUED)**  
**(This Service Classification has been eliminated)**

RESERVED FOR FUTURE USE

Issued By: Kenneth D. Daly, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 04/01/13

LEAF: 138  
REVISION: 4  
SUPERSEDING REVISION: 2

STAMPS: Issued in compliance with order in Case No. 12-G-0202 dated March 15, 2013

**SERVICE CLASSIFICATION NO. 4**  
**INTERRUPTIBLE - LARGE VOLUME (CONTINUED)**  
**(This Service Classification has been eliminated)**

RESERVED FOR FUTURE USE

Issued By: Kenneth D. Daly, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 04/01/13  
STAMPS: Issued in compliance with order in Case No. 12-G-0202 dated March 15, 2013

LEAF: 139  
REVISION: 2  
SUPERSEDING REVISION: 0

**SERVICE CLASSIFICATION NO. 4**  
**INTERRUPTIBLE - LARGE VOLUME (CONTINUED)**  
**(This Service Classification has been eliminated)**

RESERVED FOR FUTURE USE

Issued By: Kenneth D. Daly, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 02/01/22

LEAF: 140  
REVISION: 3  
SUPERSEDING REVISION: 1

STAMPS: Issued in compliance with order in Case 20-G-0381 dated January 20, 2022

**SERVICE CLASSIFICATION NO. 5  
FIRM GAS SALES AND TRANSPORTATION SERVICE**

**APPLICABLE TO USE OF SERVICE FOR:**

Firm sales and transportation customers consuming at least 250,000, but not greater than 1,000,000 therms annually.

A customer served under this service classification will be subject to an annual review to verify annual therm eligibility requirements are met. A customer may be migrated to another service classification if their annual therm eligibility requirements are not met, unless there are mitigating circumstances which in the Company's sole discretion support allowing the customer to remain on this service classification.

**CHARACTER OF SERVICE:**

Delivery of customer-owned gas will be at a pressure approved by the Company. Customer-owned gas to be transported by the Company must be of pipeline quality having a minimum BTU value of 1,000 BTU per cubic foot on a dry basis. The gas quality must meet the Public Service Commission's rules and regulations regarding concentrations of hydrogen sulfide, total sulfur and ammonia. Filtration of dust and liquid hydrocarbons, and water removal will be required.

**BTU ADJUSTMENT:**

Customer-owned gas will be converted from volumetric measurement in CCF to Therm measurement, 100,000 Btu per Therm on a dry basis, if required, at the point Customer-owned gas enters the Company's distribution system. The factor for converting CCF measurement to Therm measurement will be as set forth in Rule 14.3.

**DEFINITIONS:**

For the purposes of this Service Classification the following terms have the meanings stated below:

1. Maximum Peak Day Quantity (MPDQ) - means the maximum quantity of gas that the customer may take on any winter day. Customer's MPDQs will be calculated according to the Base and Thermal Methodology.
2. "Base and Thermal Methodology" - "Daily Baseload" equals the customer's average daily usage in the two months of lowest daily usage during the period of June through September. Annual Baseload equals Daily baseload multiplied by 365. Thermal usage equals total usage during the twelve-month period minus Annual Baseload. "Degree Day Usage" equals Thermal Usage divided by the total number of degree days during the twelve-month period. The Maximum Peak Day Quantity equals the product of Degree Day Usage multiplied by 75 plus Daily Baseload.

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 07/01/23

LEAF: 141  
REVISION: 33  
SUPERSEDING REVISION: 32

STAMPS: Issued in compliance with order in Case 20-G-0381 dated January 20, 2022

**SERVICE CLASSIFICATION NO. 5  
FIRM GAS SALES AND TRANSPORTATION SERVICE (CONTINUED)**

**MONTHLY DELIVERY SERVICE RATE:**

All Customers, as described above:

	<u>Delivery Service Rate</u>
First 100 Therms or less	\$ 718.00
Over 100 Therms, per Therm	\$0.08930

The volumetric rates above are inclusive of the Deferral Surcredit as explained in General Information Rule No. 41.

**MONTHLY COST OF GAS:**

In addition to the above Delivery Service Charges, customers purchasing their Gas Supply Service from the Company will pay the Monthly Cost of Gas per therm of gas supplied hereunder as explained in Rule 17 of this schedule.

**MERCHANT FUNCTION CHARGE:**

Customers purchasing their Gas Supply Service from the Company will be subject to a Merchant Function Charge hereunder as explained in Rule 33 of this schedule.

**DELIVERY SERVICE ADJUSTMENTS:**

All customers taking service under this Service Classification shall be subject to Delivery Service Adjustments as explained in Rule 45.

**STATEMENT OF TRANSPORTATION RATES:**

All surcharges or refunds applicable to billings for Service Classification Nos. 1, 2, 5, 6, 7, 8, 9, 12 and 13 will be duly filed with the Public Service Commission apart from this rate schedule, not less than two (2) days prior to the first of each month. Such statement will be available to the public on the Company's website at [www.nationalgridus.com](http://www.nationalgridus.com).

**INCREASE IN RATES AND CHARGES:**

The rate and charges under this Service Classification will be increased by a tax factor pursuant to Rule 19.

**TERMS OF PAYMENT:**

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

**TERM:**

One year initially and renewable on a year-to-year basis thereafter. Cancellation requires written notice by the Company or customer thirty days prior to the expiration of the annual term of service.



PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 02/01/22

LEAF: 142  
REVISION: 4  
SUPERSEDING REVISION: 1

STAMPS: Issued in Compliance with Order in Case 20-G-0381 dated January 20, 2022

**SERVICE CLASSIFICATION NO. 5  
FIRM GAS SALES AND TRANSPORTATION SERVICE (CONTINUED)**

**SPECIAL PROVISIONS APPLICABLE TO FIRM TRANSPORTATION SERVICE:**

1. Written application upon the Company's prescribed forms is required.
2. Applications for service will be accepted in instances where extension or reinforcement of distribution main facilities for service requested would be required subject to Rule 10 of this schedule.
3. Customers electing Daily Balancing under Service Classification No. 11 must agree to be a non-core customer and will be required to have an Approved Remote Meter installed and operable as defined in Rule 13.5. Effective February 1, 2022, new firm non-core daily balanced customers will not be permitted to commence service absent proof that the customer, or an ESCO acting as its supplier, has contracted for firm primary point upstream capacity to the Company's city gate delivery point or points in a quantity sufficient to serve customer's anticipated peak day requirements for at least one year with the explicit understanding that such firm primary point capacity must be renewed for as long as the customer wishes to remain a firm customer.
4. Full cooperation is required from customer and customer's gas supplier so that the Company may accurately determine the quantities of customer-owned gas delivered into the Company's distribution system by the customer and those quantities of customer-owned gas actually transported to the customer by the Company.
5. When customer-owned gas is delivered directly into the Company's distribution system, the customer shall pay for any investment and expenses incurred by the Company for any metering facilities installed at the point of delivery, odorization of gas and periodic testing of the gas quality.
6. Customers electing Daily Balancing under Service Classification No. 11 will be charged a monthly balancing rate per therm calculated in accordance with Rule 17.5 of this tariff multiplied by their Maximum Peak Day Quantity, through December 31, 2000. Commencing January 1, 2001, the Balancing Charge will be charged to the customer's marketer.
7. Service rendered hereunder shall be for a single customer at a single location. Individual agreements are required for each location.
8. 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 and until it has been delivered to the customer. The customer shall be deemed to be in possession and control of the gas prior to such receipt by the Company and after such delivery.
9. 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.

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 03/01/24  
STAMPS:

LEAF: 143  
REVISION: 7  
SUPERSEDING REVISION: 6

**SERVICE CLASSIFICATION NO. 5  
FIRM GAS SALES AND TRANSPORTATION SERVICE (CONTINUED)**

**SPECIAL PROVISIONS APPLICABLE TO FIRM TRANSPORTATION SERVICE: (continued)**

10. The Company reserves the right to reject any application for service or nominations 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 rights or ability 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 these rates.
11. During the Term of Service Agreement, customer's equipment supplied with gas hereunder will not be supplied with gas purchased under another Service Classification.
12. Niagara Mohawk's obligations to deliver customer-owned gas are defined in Rule 3.2 of **GENERAL INFORMATION**.
13. Firm transportation service will be provided only when and to the extent that the Company in its sole judgment has sufficient capacity available.
14. Existing Human Needs Customers as defined in Rule 3.2.2 of the **GENERAL INFORMATION** Section of this tariff must participate in Monthly Balancing Service under S.C. 11, unless the customer certifies dual fuel capability to the Company. If an existing Human Needs Customer certifies dual fuel capability, they will be eligible for Daily Balancing Service but will give up their ability to obtain future Gas Supply Service under the Company's tariff.  
  
14.1 Existing Human Needs Customers may, in lieu of certification of dual fuel capability, certify that they maintain or have continuous access to five (5) winter months (November – March) of primary firm capacity from a receipt point, acceptable to the Director of Gas Supply, into the Company's east/west city gate, as applicable, sufficient to meet the customers' Maximum Peak Day Quantity. Customer shall produce proof of such contracted primary firm capacity to the Company as provided in the Gas Transportation Operating Procedures Manual prior to receiving service under Daily Balancing.  
  
There is no dual fuel or primary firm capacity requirement for core daily balancing customers.
15. Service taken under this Service Classification may be eligible for a limited-duration bill reduction treatment as described in Rule 23 Empire Zone Rider.

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 11/05/22  
STAMPS: Issued in compliance with order in Case 20-G-0381 dated January 20, 2022

LEAF: 144  
REVISION: 4  
SUPERSEDING REVISION: 3

**SERVICE CLASSIFICATION NO. 6  
LARGE VOLUME INTERRUPTIBLE TRANSPORTATION SERVICE**

**APPLICABLE TO GAS SERVICE FOR:**

Interruptible Transportation of customer-owned gas on a “best efforts” basis by the Company for customers that are capable of transporting and consuming at least 2,500,000 therms annually.

Customers taking service under this service classification are eligible to participate in the Company’s Energy Efficiency programs.

**CHARACTER OF SERVICE:**

Delivery of customer-owned gas will be at a pressure approved by the Company. Customer-owned gas to be transported by the Company must be of pipeline quality having a minimum BTU value of 1,000 BTU per cubic foot on a dry basis. The gas quality must meet the Public Service Commission’s rules and regulations regarding concentrations of hydrogen sulfide, total sulfur and ammonia. Filtration of dust and liquid hydrocarbons, and water removal will be required.

**BTU ADJUSTMENT:**

Customer-owned gas will be converted from volumetric measurement in CCF to Therm measurement, 100,000 BTU per therm on a dry basis, if required, at the point customer-owned gas enters the Company’s distribution system. The factor for converting CCF measurement to therm measurement will be as set forth in Rule 14.3.

**DEFINITIONS:**

For the purposes of this Service Classification the following terms are defined below:

1. Maximum Peak Day Quantity (MPDQ) - Means the maximum quantity of gas that the customer may take on any winter day. Customer’s MPDQs will be calculated according to the Base and Thermal Methodology.
2. “Base and Thermal Methodology” - “Daily Baseload” equals the customer’s average daily usage in the two months of lowest daily usage during the period of June through September. Annual Baseload equals Daily Baseload multiplied by 365. Thermal usage equals total usage during the twelve-month period minus Annual Baseload. “Degree Day Usage” equals Thermal Usage divided by the total number of degree days during the twelve-month period. The Maximum Peak Day Quantity equals the product of Degree Day Usage multiplied by 75 plus Daily Baseload.
3. Ceiling Rate - The S.C. 6 Ceiling Price for each rate category will be the effective annual S.C. 8 firm rate (exclusive of the initial block charge) for like consumption based on monthly consumption for the historical periods twelve months ending May of each year. In no case will the ceiling price exceed the first block rate for equivalent firm transportation service for Service Classification No. 8.

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE:07/01/23

LEAF: 145  
REVISION: 17  
SUPERSEDING REVISION: 16

STAMPS: Issued in compliance with order in Case 20-G-0381 dated January 20, 2022

**SERVICE CLASSIFICATION NO. 6  
LARGE VOLUME INTERRUPTIBLE TRANSPORTATION SERVICE (CONTINUED)**

**BILLING QUANTITY:**

The amount of gas to be billed each month under the Service Classification by the Company to the customer will be the amount consumed by the customer during any given calendar month.

**MONTHLY DELIVERY SERVICE RATE:**

**The Service Classification No. 6 Interruptible Transportation Rate shall be set as follows:**

**All Customers, as described above:**

	<u>Delivery Service Rate</u>
First 100 Therms or less	\$581.27
Over 100 Therms, per Therm	\$0.04732

PSC NO: 219 GAS

LEAF: 146

NIAGARA MOHAWK POWER CORPORATION

REVISION: 2

INITIAL EFFECTIVE DATE: 02/01/22

SUPERSEDING REVISION: 1

STAMPS: Issued in compliance with order in Case 20-G-0381 dated January 20, 2022

**SERVICE CLASSIFICATION NO. 6  
LARGE VOLUME INTERRUPTIBLE TRANSPORTATION SERVICE (CONTINUED)**

**INCREASE IN RATES AND CHARGES:**

The rate and charges under this Service Classification will be increased by a tax factor pursuant to Rule 19.

**TERMS OF PAYMENT:**

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

**TERM OF SERVICE:**

One year initially and renewable on a year to year basis thereafter. Cancellation requires written notice by the Company or customer thirty days prior to the expiration date of the term of service.

Issued By: Rudolph L. Wynter, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 08/01/03

LEAF: 147  
REVISION: 0  
SUPERSEDING REVISION:

**SERVICE CLASSIFICATION NO. 6  
LARGE VOLUME INTERRUPTIBLE TRANSPORTATION SERVICE (CONTINUED)**

**SPECIAL PROVISIONS APPLICABLE TO S.C. NO. 6 INTERRUPTIBLE TRANSPORTATION SERVICES:**

1. Written application upon the Company's prescribed forms is required.
2. Interruptible transportation service will be provided on a "best efforts" basis only.
3. Applications for service will be accepted in instances where extension or reinforcement of distribution main facilities for service requested would be required subject to Rule 10 of this schedule.
4. Customers under this Service Classification will be required to have installed and operable an Approved Remote Meter as defined in Rule 13.5.
5. Service rendered hereunder shall be for a single customer at a single location. Individual agreements are required for each location.
6. 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 and until it has been delivered to the customer. The customer shall be deemed to be in possession and control of the gas prior to such receipt by the Company and after such delivery.
7. 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.
8. The Company reserves the right to reject any application for service or nominations 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 rights or ability 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 these rates.
9. During the Term of Service Agreement, customer's equipment supplied with gas hereunder will not be supplied with gas purchased under another Service Classification.

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 03/01/24  
STAMPS:

LEAF: 148  
REVISION: 4  
SUPERSEDING REVISION: 3

**SERVICE CLASSIFICATION NO. 6**  
**LARGE VOLUME INTERRUPTIBLE TRANSPORTATION SERVICE (CONTINUED)**

**SPECIAL PROVISIONS APPLICABLE TO S.C. NO. 6 INTERRUPTIBLE TRANSPORTATION SERVICES:**  
(continued)

10. Service is available hereunder only to customers who maintain standby facilities including fuel therefor as specified in Rule 3 of this rate schedule, adequate to enable the customer to satisfactorily operate the facilities supplied hereunder if needed, whenever and so long as the gas supply is interrupted. The Company assumes no responsibility for the adequacy of such standby facilities and shall not be liable for any loss, damage or expense, direct or indirect, which may be incurred by customer or others in connection with or as a result of any interruption of gas service
11. Gas consumed hereunder may be interrupted at the sole discretion of the Company at any time, upon not less than two hours notice to customer utilizing the Communications Protocol stated within this service classification to customer, and customer shall thereupon discontinue service as ordered.
12. The customer agrees that if they fail to discontinue their use of service as requested by the Company, all gas taken during such a period of requested interruption in excess of the amount the customer is permitted to take shall be billed at the stated rate in effect at the time, plus the currently effective rate per Dth of unauthorized usage in accordance with Rule 3.3.1 of this schedule. The Company reserves the right, however, to terminate service under this Service Classification for failure of the customer to discontinue use of service when requested by the Company. Customer will be responsible for all claims made against the Company and for all other Company costs associated with the loss of the integrity of the Company's distribution system as a result of the customer's failure to discontinue the use of service as ordered by the Company.  
  
Customers with distillate alternate fuels, agree that if they fail to meet the alternate fuel requirements set forth in Rule 3.4, the penalties set forth in Rule 3.4 will apply.
13. Customer's initial application for service under this Service Classification shall include a twelve-month profile, by months, of customer's anticipated consumption of gas, assuming that no alternative fuel will be used to displace gas.
14. Full cooperation is required from customer and customer's gas supplier so that the Company may accurately determine the quantities of customer-owned gas delivered into the Company's distribution system by the customer and those quantities of customer-owned gas actually transported to the customer by the Company.
15. When customer-owned gas is delivered directly into the Company's distribution system the customer shall pay for any investment and expenses incurred by the Company for any metering facilities installed at the point of delivery, odorization of gas and periodic testing of the gas quality.
16. Communications Protocol. Effective October 2012, the Company will maintain a database of contact information for all of its interruptible customers and interested stakeholders (e.g., DPS Staff, ESCOs, NYSERDA and oil associations). This database will be used to provide notifications to these customers and stakeholders regarding the Company's interruptible service, including: forecast temperatures, potential interruptions, and the initiation/conclusion of actual interruptions. These notifications will be sent via multiple mediums, such as telephone, electronic mail and text message. Beginning October 2012, the Company will perform an annual communications test during which interruptible and temperature controlled customers will be asked to confirm their contact information.

Issued By: Rudolph L. Wynter, President, Syracuse, New York

PSC NO: 219 GAS

LEAF: 148.1

NIAGARA MOHAWK POWER CORPORATION

REVISION: 3

INITIAL EFFECTIVE DATE: 07/01/17

SUPERSEDING REVISION: 2

STAMPS: Issued in compliance with Order of PSC in Case 15-G-0185 dated 06/16/17.

**SERVICE CLASSIFICATION NO. 6**  
**LARGE VOLUME INTERRUPTIBLE TRANSPORTATION SERVICE (CONTINUED)**

**SPECIAL PROVISIONS APPLICABLE TO S.C. NO. 6 INTERRUPTIBLE TRANSPORTATION SERVICES: (continued)**

16. Communications Protocol - continued

The Communications Protocols for all customers served under this service classification are described in the Company's Gas Transportation Operating Procedures Manual, Section VII, as filed with the Public Service Commission. Customers will be required to provide affidavits confirming that they have alternative fuel supply contracts in place for the upcoming winter heating season as described in the Company's Gas Transportation Operating Procedures Manual, Section VII, as filed with the Public Service Commission.

17. Annual System-Wide Test

The Company will conduct an announced annual system-wide test of Customers' compliance under this Service Classification at the beginning of the heating season. If a customer fails to interrupt when required, the customer will participate in an unannounced interruption at the end of January. In addition, the customer will need to provide an affidavit stating that it is in compliance with the Company's tariff and will also include its alternate fuel supplier's contact information.

Issued By: Kenneth D. Daly, President, Syracuse, New York



PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 02/01/22

LEAF: 149  
REVISION: 3  
SUPERSEDING REVISION: 1

STAMPS: Issued in compliance with order in Case 20-G-0381 dated January 20, 2022

**SERVICE CLASSIFICATION NO. 7  
SMALL VOLUME FIRM GAS SALES AND TRANSPORTATION SERVICE**

**APPLICABLE TO USE OF SERVICE FOR:**

Firm sales and transportation customers consuming at least 50,000 Therms but not greater than 250,000 Therms annually.

A customer served under this service classification will be subject to an annual review to verify annual therm eligibility requirements are met. A customer may be migrated to another service classification if their annual therm eligibility requirements are not met, unless there are mitigating circumstances which in the Company's sole discretion support allowing the customer to remain on this service classification.

**CHARACTER OF SERVICE:**

Delivery of customer-owned gas will be at a pressure approved by the Company, customer-owned gas to be transported by the Company must be of pipeline quality having a minimum BTU value of 1,000 BTU per cubic foot on a dry basis. The gas quality must meet the Public Service Commission's rules and regulations regarding concentrations of hydrogen sulfide, total sulfur and ammonia. Filtration of dust and liquid hydrocarbons, and water removal will be required.

**BTU ADJUSTMENT:**

Customer-owned gas will be converted from volumetric measurement in CCF to Therm measurement, 100,000 Btu per Therm on a dry basis, if required, at the point the customer-owned gas enters the Company's distribution system. The factor for converting CCF measurement to Therm measurement will be as set forth in Rule 14.3.

**DEFINITIONS:**

For the purpose of this Service Classification the following terms have the meanings stated below:

1. Maximum Peak Day Quantity (MPDQ) - Means the maximum quantity of gas that the customer may take on any winter day. Customer's MPDQs will be calculated according to the Base and Thermal Methodology.
2. "Base and Thermal Methodology" - "Daily Baseload" equals the customer's average daily usage in the two months of lowest daily usage during the period of June through September. Annual Baseload equals Daily Baseload multiplied by 365. Thermal usage equals total usage during the twelve-month period minus Annual Baseload. "Degree Day Usage" equals Thermal Usage divided by the total number of degree days during the twelve-month period. The Maximum Peak Day Quantity equals the product of Degree Day Usage multiplied by 75 plus Daily Baseload.

PSC NO: 219 GAS

LEAF: 150

NIAGARA MOHAWK POWER CORPORATION

REVISION: 30

INITIAL EFFECTIVE DATE:07/01/23

SUPERSEDING REVISION: 29

STAMPS: Issued in compliance with order in Case 20-G-0381 dated January 20, 2022

**SERVICE CLASSIFICATION NO. 7**  
**SMALL VOLUME FIRM GAS SALES AND TRANSPORTATION SERVICE (CONTINUED)**

All Customers, as described above:

	<u>Delivery Service Rate</u>
First 2,100 Therms or less	\$ 350.00
Next 400 Therms, per Therm	\$0.43298
Next 1,700 Therms, per Therm	\$0.32296
Over 4,200 Therms, per Therm	\$0.13129

The volumetric rates above are inclusive of the Deferral Surcredit as explained in General Information Rule No. 41.

**MONTHLY COST OF GAS:**

In addition to the above Delivery Service Charges, customers purchasing their Gas Supply Service from the Company will pay the Monthly Cost of Gas per therm of gas supplied hereunder as explained in Rule 17 of this schedule.

**MERCHANT FUNCTION CHARGE:**

Customers purchasing their Gas Supply Service from the Company will be subject to a Merchant Function Charge hereunder as explained in Rule 33 of this schedule.

**DELIVERY SERVICE ADJUSTMENTS:**

All customers taking service under this Service Classification shall be subject to Delivery Service Adjustments as explained in Rule 45.

**STATEMENT OF TRANSPORTATION RATES:**

All surcharges or refunds applicable to billings for Service Classification Nos. 1, 2, 5, 6, 7, 8, 9, 12 and 13 will be filed with the Public Service Commission apart from this rate schedule not less than two (2) days prior to the first of each month. Such statement will be available to the public on the Company's website at [www.nationalgridus.com](http://www.nationalgridus.com).

**INCREASE IN RATES AND CHARGES:**

The rates and charges under this Service Classification will be increased by a tax factor pursuant to Rule 19.

Issued By: Rudolph L. Wynter, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 02/01/22

LEAF: 150.1  
REVISION: 1  
SUPERSEDING REVISION:

STAMPS: Issued in compliance with order in Case 20-G-0381 dated January 20, 2022

**SERVICE CLASSIFICATION NO. 7**  
**SMALL VOLUME FIRM GAS SALES AND TRANSPORTATION SERVICE (CONTINUED)**

**TERMS OF PAYMENT:**

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

**TERM:**

One year initially and renewable on a year-to-year basis thereafter until canceled on a prior thirty-day written notice by Company or customer.

Issued By: Rudolph L. Wynter, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 02/01/22

LEAF: 151  
REVISION: 5  
SUPERSEDING REVISION: 3

STAMPS: Issued in Compliance with Order in Case 20-G-0381 dated January 20, 2022

**SERVICE CLASSIFICATION NO. 7  
SMALL VOLUME FIRM GAS SALES AND TRANSPORTATION SERVICE (CONTINUED)**

**SPECIAL PROVISIONS APPLICABLE TO FIRM TRANSPORTATION SERVICE: (continued)**

1. Written application upon the Company's prescribed forms is required.
2. Applications for service will be accepted in instances where extension of distribution main facilities for service requested would be required subject to Rule 10 of this schedule.
3. Firm transportation service will be provided only when and to the extent that the Company in its sole judgment has sufficient capacity available.
4. Marketers or Direct Customers participating in the Company's Daily Balancing Program under Service Classification No. 11 will be charged a Monthly Balancing Charge at a rate per therm of MPDQ for Customers in the Marketer's pool calculated in accordance with Rule 17.5 of this tariff.
5. Customers electing Daily Balancing under Service Classification No. 11 must agree to be a non-core customer and will be required to have an Approved Remote Meter installed and operable as defined in Rule 13.5. Effective February 1, 2022, new firm non-core daily balanced customers will not be permitted to commence service absent proof that the customer, or an ESCO acting as its supplier, has contracted for firm primary point upstream capacity to the Company's city gate delivery point or points in a quantity sufficient to serve customer's anticipated peak day requirements for at least one year with the explicit understanding that such firm primary point capacity must be renewed for as long as the customer wishes to remain a firm customer.
6. Full cooperation is required from customer and customer's gas supplier so that the Company may accurately determine the quantities of customer-owned gas delivered into the Company's distribution system by the customer and those quantities of customer-owned gas actually transported to the customer by the Company.
7. When customer-owned gas is delivered directly into the Company's distribution system the customer shall pay for any investment and expenses incurred by the Company for any metering facilities installed at the point of delivery, odorization of gas and periodic testing of the gas quality.
8. Service rendered hereunder shall be for a single customer at a single location. Individual agreements are required for each location.
9. 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 and until it has been delivered to the customer. The customer shall be deemed to be in possession and control of the gas prior to such receipt by the Company and after such delivery.
10. 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.
11. 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 rights or ability 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 these rates.

Issued By: Rudolph L. Wynter, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 03/01/24  
STAMPS:

LEAF: 152  
REVISION: 5  
SUPERSEDING REVISION: 4

**SERVICE CLASSIFICATION NO. 7**  
**SMALL VOLUME FIRM GAS SALES AND TRANSPORTATION SERVICE (CONTINUED)**

**SPECIAL PROVISIONS APPLICABLE TO FIRM TRANSPORTATION SERVICE: (continued)**

12. During the Term of Service Agreement, customer's meter supplied with gas hereunder will not be supplied with gas metered under any other Service Classification.
13. Niagara Mohawk's obligations to deliver customer - owned gas are defined in Rule 3.2 of **GENERAL INFORMATION**.
14. Customers taking service under this Service Classification may be eligible for a limited-duration bill reduction treatment as described in Rule 23, Empire Zone Rider.
15. Existing Human Needs Customers as defined in Rule 3.2.2 of the **GENERAL INFORMATION** Section of this tariff must participate in Monthly Balancing Service under S.C. 11, unless the customer certifies dual fuel capability to the Company. If a Human Needs Customer certifies dual fuel capability, they will be eligible for Daily Balancing Service but will give up their ability to obtain future Gas Supply Service under the Company's tariff.
  - 15.1 Existing Human needs customers may, in lieu of certification of dual fuel capability in order to be eligible for Daily Balancing Service, certify that they maintain or have continuous access to five (5) winter months (November – March) of primary firm capacity from a receipt point, acceptable to the Director of Gas Supply, into the Company's east/west city gate, as applicable, sufficient to meet the customers' Maximum Peak Day Quantity. Customer shall produce proof of such contracted primary firm capacity to the Company as provided in the Gas Transportation Operating Procedures Manual prior to receiving service under Daily Balancing.

There is no dual fuel or primary firm capacity requirement for core daily balancing customers.

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 02/01/22  
STAMPS: Issued in Compliance with Order in Case 20-G-0381 dated January 20, 2022

LEAF: 153  
REVISION: 7  
SUPERSEDING REVISION: 4

**SERVICE CLASSIFICATION NO. 8**  
**GAS SALES AND TRANSPORTATION SERVICE WITH STANDBY SALES SERVICE**

**APPLICABLE TO USE OF SERVICE FOR:**

Firm sales and transportation customers consuming at least 1,000,000 therms annually.

A customer served under this service classification will be subject to an annual review to verify annual therm eligibility requirements are met. A customer may be migrated to another service classification if their annual therm eligibility requirements are not met, unless there are mitigating circumstances which in the Company's sole discretion support allowing the customer to remain on this service classification.

**CHARACTER OF SERVICE:**

Delivery of customer-owned gas will be at a pressure approved by the Company. Customer-owned gas to be transported by the Company must be of pipeline quality having a minimum BTU value of 1,000 BTU per cubic foot on a dry basis. The gas quality must meet the Public Service Commission's rules and regulations regarding concentrations of hydrogen sulfide, total sulfur and ammonia. Filtration of dust and liquid hydrocarbons, and water removal will be required.

**BTU ADJUSTMENT:**

Customer-owned gas will be converted from volumetric measurement in CCF to therm measurement, 100,000 BTU per therm on a dry basis, if required, at the point customer-owned gas enters the Company's distribution system. The factor for converting CCF measurement to therm measurement will be as set forth in Rule 14.3.

**DEFINITIONS:**

For the purposes of this Service Classification, the following terms are defined below:

1. Daily Nominated Standby Quantity means the quantity in therms of standby sales service nominated on a daily basis by the customer/marketer not to exceed the Daily Elected Contract Demand Level.
2. Daily Standby Commodity Price is the weighted average per therm commodity price of flowing supply and storage withdrawals, including variable transportation and fuel costs, to the city gate for that day. The Daily Standby Commodity Price will be set forth in the Statement of Daily Standby Commodity Prices each month.
3. Standby Sales D1 Contract Demand Rate per therm of MPDQ reflects the demand costs of the Company's gas supply portfolio and will be set forth on the Gas Transportation Rate Statement.
4. Daily Elected Contract Demand (D1 Election) means the maximum daily quantity of standby sales gas which a customer may use as specified on their Application for Service Form T as set forth in the Company's Gas Transportation Operating Procedures Manual. The customer's D1 Election may not exceed their Maximum Peak Day Quantity.
5. Maximum Peak Day Quantity (MPDQ) means the maximum quantity of gas that the customer may take on any winter day. Customer's MPDQs will be calculated according to the Base and Thermal Methodology.
6. "Base and Thermal Methodology" - "Daily Baseload" equals the customer's average daily usage in the two months of lowest daily usage during the period of June through September. Annual Baseload equals Daily Baseload multiplied by 365. Thermal usage equals total usage during the twelve-month period minus Annual Baseload. "Degree Day Usage" equals Thermal Usage divided by the total number of degree days during the twelve-month period. The Maximum Peak Day Quantity equals the product of Degree Day Usage multiplied by 75 plus Daily Baseload.

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 07/01/23

LEAF: 154  
REVISION: 21  
SUPERSEDING REVISION: 20

STAMPS: Issued in compliance with order in Case 20-G-0381 dated January 20, 2022

**SERVICE CLASSIFICATION NO. 8**  
**GAS SALES AND TRANSPORTATION SERVICE WITH STANDBY SALES SERVICE (CONTINUED)**

**BILLING QUANTITY:**

Customers electing Standby Service will be billed a demand charge based on the customer's Daily Elected Contract Demand.

The Daily Elected Contract Demand will be the maximum daily level of standby service elected by the customer regardless of whether transport or sales service is actually taken. Effective February 1, 2022, new firm non-core daily balanced customers will not be permitted to commence service absent proof that the customer, or an ESCO acting as its supplier, has contracted for firm primary point upstream capacity to the Company's city gate delivery point or points in a quantity sufficient to serve customer's anticipated peak day requirements for at least one year with the explicit understanding that such firm primary point capacity must be renewed for as long as the customer wishes to remain a firm customer.

**DEFINITION OF RATES:**

1. Monthly Delivery Service Rates

All Customers, as described above:

	<u>Delivery Service Rate</u>
First 100 Therms or less	\$1,650.00
Next 99,900 Therms, per Therm	\$0.09270
Next 400,000 Therms, per Therm	\$0.08725
Over 500,000 Therms, per Therm	\$0.07528

The volumetric rates above are inclusive of the Deferral Surcredit as explained in General Information Rule No. 41.

2. Balancing Charge – Marketers or Direct Customers participating in the Company's Daily Balancing Program under Service Classification No. 11 will be charged a Monthly Balancing Charge at a rate per therm of MPDQ for Customers in the Marketer's pool calculated in accordance with Rule 17.5 of this tariff.
3. Standby Sales Service - Customers taking service under S.C. No. 8, are entitled to elect standby sales service from the Company in accordance with Special Provision 11 below. The charges for standby sales service provided by the Company are as follows:
  - A. Standby Sales D1 Contract Demand Charge – Determined by multiplying the Standby Sales D1 Contract Demand Rate by the Daily Elected Contract Demand. This charge is billed to the customer each month.
  - B. Daily Standby Commodity Charge – Determined by multiplying the Daily Standby Commodity Price by the Daily Nominated Standby Quantity. Each day's cost will be summed for the month and billed to the customer's Marketer.

**MONTHLY COST OF GAS:**

In addition to the above Delivery Service Charges, customers purchasing their Gas Supply Service from the Company will pay the Monthly Cost of Gas per therm of gas supplied hereunder as explained in Rule 17 of this schedule.

**MERCHANT FUNCTION CHARGE:**

Customers purchasing their Gas Supply Service from the Company will be subject to a Merchant Function Charge hereunder as explained in Rule 33 of this schedule.

Issued By: Rudolph L. Wynter, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 02/01/22  
STAMPS: Issued in compliance with order in Case 20-G-0381 dated January 20, 2022

LEAF: 155  
REVISION: 18  
SUPERSEDING REVISION: 16

**SERVICE CLASSIFICATION NO. 8**  
**GAS SALES AND TRANSPORTATION SERVICE WITH STANDBY SALES SERVICE (CONTINUED)**

**DELIVERY SERVICE ADJUSTMENTS:**

All Customers taking service under this Service Classification shall be subject to Delivery Service Adjustments as explained in Rule 45.

**STATEMENT OF TRANSPORTATION RATES:**

The effective monthly rates for transportation service applicable to billings for Service Classification Nos. 1, 2, 5, 6, 7, 8, 9, 12 and 13 will be duly filed with the Public Service Commission apart from this rate schedule, not less than two (2) days prior to the first of each month. Such statement will be available to the public on the Company's website at [www.nationalgridus.com](http://www.nationalgridus.com).

**INCREASE IN RATES AND CHARGES:**

The rates and charges under this Service Classification will be increased by a tax factor pursuant to Rule 19.

**TERMS OF PAYMENT:**

Bills are due and payable. Full payment must be received on or before the date shown on the bill to avoid a potential late payment charge of one and one-half percent (1 ½%).

**TERM:**

One year initially and renewable on a year to year basis thereafter. Cancellation requires written notice by the Company or customer thirty days prior to the expiration of the annual term of service.

**SPECIAL PROVISIONS APPLICABLE TO FIRM TRANSPORTATION SERVICE:**

1. Written application upon the Company's prescribed forms is required.
2. Applications for service will be accepted in instances where extension of distribution main facilities for service requested would be required subject to Rule 10 of this schedule.
3. The customer must have installed and operable an Approved Remote Meter as defined in Rule 13.5.
4. Full cooperation is required from customer and customer's gas supplier so that the Company may accurately determine the quantities of customer-owned gas delivered into the Company's distribution system by the customer and those quantities of customer-owned gas actually transported to the customer by the Company.



PSC NO: 219 GAS

NIAGARA MOHAWK POWER CORPORATION

INITIAL EFFECTIVE DATE: 02/01/22

STAMPS: Issued in compliance with order in Case 20-G-0381 dated January 20, 2022

LEAF: 156

REVISION: 5

SUPERSEDING REVISION: 3

**SERVICE CLASSIFICATION NO. 8****GAS SALES AND TRANSPORTATION SERVICE WITH STANDBY SALES SERVICE (CONTINUED)****SPECIAL PROVISIONS APPLICABLE TO FIRM TRANSPORTATION SERVICE: (continued)**

5. When customer-owned gas is delivered directly into the Company's distribution system, the customer shall pay for any investment and expenses incurred by the Company for any metering facilities installed at the point of delivery, odorization of gas and periodic testing of the gas quality.
6. Service rendered hereunder shall be for a single customer at a single location. Individual agreements are required for each location.
7. 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 and until it has been delivered to the customer. The customer shall be deemed to be in possession and control of the gas prior to such receipt by the Company and after such delivery.
8. 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 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.
9. The Company reserves the right to reject any application for service or nominations 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 rights or ability 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 these rates.
10. During the Term of Service Agreement, the customer's equipment using gas that is metered pursuant to the terms of this Service Classification No. 8 will not be supplied with gas purchased under another Service Classification.

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 02/01/22  
STAMPS: Issued in compliance with order in Case 20-G-0381 dated January 20, 2022

LEAF: 157  
REVISION: 7  
SUPERSEDING REVISION: 5

**SERVICE CLASSIFICATION NO. 8**  
**GAS SALES AND TRANSPORTATION SERVICE WITH STANDBY SALES SERVICE (CONTINUED)**

**SPECIAL PROVISIONS APPLICABLE TO FIRM TRANSPORTATION SERVICE: (continued)**

11. Customers served under this Service Classification will submit to the Company their D1 Election, annually, and may contract with the Company for Standby Sales volumes up to their D1 Election. The customer, or its authorized agent/Marketer, must place a pipeline nomination with the Company, not to exceed their D1 Election, in order to purchase Standby Sales. Nominations are due by 8:00 a.m. on the business day before the day the gas will be consumed. For example, for a Gas Day commencing at 10:00 a.m. on Thursday, nominations are due by 8:00 a.m. on Wednesday, the prior day. The commodity cost of the nominated Standby Sales will be billed to the customer's Marketer.

Effective February 1, 2022, for grandfathered daily balancing customers, the D1 Election may be any quantity, including zero, except that requests for an increased D1 Election are subject to Company approval. The purpose of the contract demand level is to insure the customer that firm sales service, up to the elected D1 level, will be available, and to provide the customer the right to return to a sales service only classification up to the elected level at a future time. The term of the customer's D1 Election will be one year and renewable on a year-to-year basis. The D1 Election represents the maximum amount of standby service available for each respective period. The D1 Election also represents the customer's Core Load; therefore, the difference between the customer's Maximum Peak Day Quantity and D1 Election, if any, would be considered non-core load.

Existing Human Needs Customers must submit to the Company a D1 Election sufficient to cover full peak day requirements which are not covered by dual fuel capability.

There is no dual fuel or primary firm capacity requirement for core daily balancing customers.

12. Service Classification No. 8 transportation customers may elect to return their total gas requirements to an appropriate full sales service classification in accordance with the TERM section of this rate schedule after a review by the Company is conducted to determine whether the customer's total requirements can be served. If it is determined that the customer's total requirements can be supported on a full sales service classification, the customer may migrate to the sales service classification upon completion of the current term of service as a transportation customers on S.C. No. 8. If the Company's review determines the total requirements cannot be served, the customer must remain as a transportation customer on the S.C. No. 8 rate schedule using standby to support their gas requirements until such time as the Company indicates that full sales service can be supported. Service Classification No. 8 transportation customers may obtain sales service for their partial requirements equivalent to their D1 Election by utilizing the standby sales service of this rate schedule.
13. Service taken under this Service Classification may be eligible for a limited-duration bill reduction treatment as described in Rule 23 of the **GENERAL INFORMATION** Section of this tariff.
14. Niagara Mohawk's obligations to deliver customer-owned gas are defined in Rule 3.2 of **GENERAL INFORMATION**.

PSC NO: 219 GAS

LEAF: 158

NIAGARA MOHAWK POWER CORPORATION

REVISION: 2

INITIAL EFFECTIVE DATE: 05/20/09

SUPERSEDING REVISION: 0

STAMPS: Issued in Compliance with Order of PSC in Case 08-G-0609 dated 05/15/09.

**SERVICE CLASSIFICATION NO. 9  
NEGOTIATED TRANSPORTATION SERVICE**

**APPLICABLE TO USE OF SERVICE FOR:**

Transportation of customer-owned gas by the Company to any new or existing customer who has negotiated and executed a Service Agreement with the Company subsequent to March 6, 1991. Negotiation for service under this service classification is permitted where a viable economic alternative to supply of the customer's requirements by the Company exists. The customer will supply to the Company a copy of a current, fully executed contract(s) to purchase and transport natural gas supplies to the Receipt Point(s) which interconnects with Company-owned facilities, if required, prior to receiving service hereunder.

**CHARACTER OF SERVICE:**

Customer-owned, pipeline quality, natural gas which the customer has arranged to have transported to a mutually agreeable Receipt Point. The Company will transport said gas from the Receipt Point to the Delivery Point at the customer's facilities. Metering of high pressure gas will be adjusted in accordance with the pressure and temperature standards as set forth in Rule 14.1 in the **GENERAL INFORMATION** Section of P.S.C. No. 219-Gas tariff.

**SERVICE AGREEMENT:**

The Company and customer shall execute a Service Agreement prior to the commencement of service hereunder. Terms and conditions contained in the Service Agreement shall include, but not be limited to:

1. The Term of Service, options for extending service and options for termination of service
2. The exact character of service including volumes, pressures, and the date service is required
3. Identification of Receipt Point(s) and Delivery Point
4. All incremental facilities and any necessary contributions in aid of construction
5. A listing of all charges to be paid for services rendered
6. Conditions under which interruptions may occur
7. The base rate(s) to be charged
8. Type of escalator and effective dates
9. Supplemental service provisions  
(for contracts with an effective date prior to June 1, 1996)
10. Security instruments to be provided by the customer
11. Nomination procedures required by the Company

Issued By: Thomas B. King, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 08/01/03

LEAF: 159  
REVISION: 0  
SUPERSEDING REVISION:

**SERVICE CLASSIFICATION NO. 9  
NEGOTIATED TRANSPORTATION SERVICE (CONTINUED)**

**SERVICE AGREEMENT: (continued)**

Terms and conditions will be offered that do not discriminate unduly between similarly situated customers.

Negotiated service agreements between the Company and the customer will be filed with the Public Service Commission at least thirty (30) days before becoming effective.

**BTU ADJUSTMENT:**

Volumes of gas registered at the customer's meter, in CCF, will be adjusted for Btu content, in Therms as stated in Rule 14.3

**DEFINITIONS:**

For the purposes of this Service Classification, the following terms have the meanings stated below:

1. Service Agreement means a transportation agreement negotiated between the Company and the customer stating terms and conditions for service.
2. Monthly Transportation Quantity means the quantity of customer-owned gas received by the Company in a given month.
3. Monthly Delivery Quantity means Monthly Transportation Quantity minus the amount to be retained by the Company as an allowance for losses incurred in the process of transportation and delivery.
4. Operation Date means the first day of the first calendar month following the month in which customer first tenders or causes to be tendered quantities of natural gas for transportation to The Receipt Point.
5. Contract Year means 365 consecutive days beginning on the Commercial Operation Date and each subsequent 365 day period, or 366 days for leap years.
6. Delivery Point means the metered interconnection, owned and maintained by the Company, between the facilities of the Company and the customer.
7. Receipt Point means the Company's city gate interconnection with pipeline(s).
8. Rollover Balance means the quantity of customer-owned gas delivered for the customer to the Company, minus an allowance for losses, not consumed by the customer during any given month. This shall be calculated as the sum of the Monthly Delivery Quantity and the prior month's Rollover Balance, if applicable, minus the current month's actual consumption.
9. Under Deliveries means the therm balance remaining when the customer's consumption is greater than the sum of the Monthly Delivery Quantity and the prior month's Rollover Balance.

Issued By: William F. Edwards, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 02/01/22  
STAMPS: Issued in compliance with order in Case 20-G-0381 dated January 20, 2022

LEAF: 160  
REVISION: 12  
SUPERSEDING REVISION: 11

**SERVICE CLASSIFICATION NO. 9  
NEGOTIATED TRANSPORTATION SERVICE (CONTINUED)**

**DEFINITIONS: (continued)**

10. Minimum Annual Delivery Quantity means the minimum quantity for which customer will be billed annually, as defined in the Service Agreement.
11. Calendar Month Rate means a rate per therm equal to the Calendar Month Rate for Service Classification No. 8, Standby Sales Service.
12. Over Deliveries means the difference between the amount of gas delivered to the Niagara Mohawk system by or on behalf of the customer and the amount of gas consumed by the customer during any given month.
13. Current Commodity Cost Rate means a rate per therm equal to the Monthly Commodity Cost of Gas from the Company's gas supplier(s) divided by the quantity of gas used in the computation of said cost. The resulting rate will be adjusted by the Factor of Adjustment as defined in Rule 17.1. These monthly commodity costs are equal to the corresponding dollar amounts used in the calculation of the Monthly Cost of Gas Mechanism.
14. Maximum Daily Delivery Quantity means the maximum daily quantity of transportation gas which a customer may use as specified in its Service Agreement.
15. Maximum Annual Delivery Quantity means the maximum annual quantity of transportation gas which a customer may use as specified in its Service Agreement.

**BILLING QUANTITY:**

Each month, the Company will bill the customer for the Monthly Delivery Quantity. Billing quantities will be adjusted, as applicable, to reflect the duration of any interruptions of service under Special Provision 2 below, and to reflect gas quantities rolled forward to a subsequent month under Special Provision 9 below.

**RATE:**

The charges for service under Service Classification No. 9 shall be as stated in the negotiated Service Agreement. The charges will include the following items as applicable: Company transportation, sales service charges, Rollover charges, Cashout Charges and penalty charges. The minimum rate will recover all incremental costs the Company incurs in serving the customer plus provide a reasonable contribution to system costs. These minimum costs may be offset by demonstrable benefits to the Company from the customer.

**STATEMENT OF TRANSPORTATION RATES:**

All surcharges or refunds applicable to billings for Service Classification Nos. 1, 2, 5, 6, 7, 8, 9, 12 and 13 will be duly filed with the Public Service Commission apart from this rate schedule, not less than two business days prior to the date on which the statement is proposed to be effective. Such statement will be available to the public on the Company's website at [www.nationalgridus.com](http://www.nationalgridus.com).

**STATEMENT OF TERMS:**

A statement of the major contract terms of each Service Agreement executed pursuant to this Service Classification will be duly filed with the Public Service Commission, apart from this rate schedule, as soon as is practicable after the contract is executed. The statement will be available to the public at the Company's offices at which application for Service may be made.

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 01/15/14  
STAMPS: Issued in compliance with order in Case No. 13-M-0061 dated November 18, 2013

LEAF: 161  
REVISION: 1  
SUPERSEDING REVISION: 0

**SERVICE CLASSIFICATION NO. 9  
NEGOTIATED TRANSPORTATION SERVICE (CONTINUED)**

**INCREASE IN RATES AND CHARGES:**

The rate and charges under this Service Classification will be increased by a tax factor pursuant to Rule 19 in the **GENERAL INFORMATION** Section of the P.S.C. No. 219 Gas tariff.

**TERM:**

1. The initial term and renewal options shall be as provided for in the Service Agreement, but in no case less than one year.
2. Upon completion of the Term and any applicable renewal options of a customer's Service Agreement, the customer and Company may agree in writing to extend the provisions and pricing terms of its existing Service Agreement for successive one (1) year periods thereafter. Either Party may terminate the successive one (1) year period renewal option by notifying the other in writing not less than ninety (90) days prior to the completion of such renewal Term.

**TERMS OF PAYMENT:**

Bills are due when rendered. Full payment must be received on or before the date shown on the bill to avoid a potential late payment charge of one and one-half percent (1 1/2 %).

**MINIMUM ANNUAL BILL:**

The customer will be billed for the applicable Contract Year's Minimum Annual Delivery Quantity minus the sum of the twelve (12) Monthly Delivery Quantities plus any quantity for under delivery taken under Special Provision 7 multiplied by the then effective Company transportation rate, as per the Service Agreement. Customers whose Service Agreement provides for a demand component in addition to the variable commodity component may, at the sole discretion of the Company, be given waiver of the Minimum Annual Bill requirement under this paragraph.

**SPECIAL PROVISIONS:**

1. The Company will install, at the customer's expense, the necessary electronic metering equipment, acceptable to the Company, which allows the Company to monitor the customer's daily usage of gas.
2. In addition to the applicable interruptibility provisions stated in the Service Agreement, Gas transported hereunder may be interrupted due to Force Majeure emergencies to the extent of the Maximum Daily Delivery Quantity at the sole discretion of the Company at any time by prior oral or written notice to customer, and customer shall thereupon discontinue service as ordered.

PSC NO: 219 GAS

LEAF: 162

NIAGARA MOHAWK POWER CORPORATION

REVISION: 3

INITIAL EFFECTIVE DATE: 08/01/12

SUPERSEDING REVISION: 2

STAMPS: Issued in Compliance with Order of PSC in Case 11-G-0543 dated 5/23/12.

**SERVICE CLASSIFICATION NO. 9  
NEGOTIATED TRANSPORTATION SERVICE (CONTINUED)**

**SPECIAL PROVISIONS: (continued)**

3. Customer agrees that if they fail to discontinue use of service as ordered by the Company, the Company may disconnect and cancel service. In addition, all usage of gas taken during such period of requested interruption shall be billed at the stated rate in effect at the time, plus the currently effective rate per Dth of unauthorized usage in accordance with Rule 3.3.1 of this schedule.

Customers with distillate alternate fuels, agree that if they fail to meet the alternate fuel requirements set forth in Rule 3.4, the penalties set forth in Rule 3.4 will apply.

4. In the event the Company interrupts customer's service for purposes of peak shaving, the Company shall compensate the customer. The rate of compensation shall be as provided for in the Peak Shaving Agreement.
5. Niagara Mohawk's obligations to deliver customer - owned gas are defined in Rule 3.2 of **GENERAL INFORMATION**.
6. Full cooperation is required from the customer and the upstream pipeline(s) so that the Company may accurately determine the quantities of customer-owned gas received by the Company and those quantities of customer-owned gas actually transported to the customer by the Company.
7. If a discrepancy exists between the Monthly Transportation Quantity indicated by the customer and by the upstream pipeline(s), the latter's quantity shall be billed to the customer.
8. **Under Deliveries:**
- A. For contracts with an effective date prior to June 1, 1996 customers will become Direct Customers under Daily Balancing under the Terms of S.C. 11 Load Aggregation. The Cashout Provisions and Imbalance Provisions set forth in Rule 29 will not apply.

Supplemental service will be provided on an interruptible basis when the Company, at its sole discretion, has gas supply available. The Company may at its sole discretion require a reduction or interruption in the rate of supplemental natural gas consumption upon not less than two hours notice to customer utilizing the Communications Protocol stated within this service classification. Customer agrees that if customer fails to reduce or interrupt service as ordered by the Company, all of the gas taken during such period of requested interruption or reduction in excess of the amount the customer is permitted to take shall be billed at the stated rate in effect at the time, plus the currently effective rate per Dth of unauthorized usage in accordance with Rule 3.3.1 of this schedule. Charges for supplemental service (Under Deliveries) will be the quantity Under-Delivered times the Calendar Month Rate plus the quantity under-delivered times the Current Commodity Cost Rate. Charges for start-up service will be at the rate specified under S.C. No. 6 Interruptible Gas Transportation Service or will be the quantity used times the Calendar Month Rate plus the quantity used times the Current Commodity Cost Rate.

Issued By: Kenneth D. Daly, President, Syracuse, New York

Effective date postponed to 11/01/12. See Supplement No. 25.

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 08/01/03

LEAF: 163  
REVISION: 0  
SUPERSEDING REVISION:

**SERVICE CLASSIFICATION NO. 9  
NEGOTIATED TRANSPORTATION SERVICE (CONTINUED)**

**SPECIAL PROVISIONS: (continued)**

- B. For contracts with an effective date after June 1, 1996:

Under Deliveries will be subject to the appropriate terms of Daily Balancing under Service Classification No. 11. Customers balancing upstream of Niagara Mohawk will not be subject to Daily/Monthly Cashout under the terms of S.C. 11. Customers balancing upstream of Niagara Mohawk may not return to Daily Balancing on Niagara Mohawk.

**9. Over Deliveries/Rollover Balance:**

- A. For contracts with an effective date prior to June 1, 1996:

The customer's aggregate consumption and deliveries to the Company's system of customer-owned gas will be reconciled. The customer's daily delivery quantity should be equal to daily consumption of customer-owned gas by the customer. All gas rolled over will be considered the first gas to be taken in the subsequent month. In addition to the rollover charges set forth herein, the Company may, at its sole discretion, terminate receipt of transportation gas until the Rollover Balance has been consumed and the customer's account is once again in balance, if the Company determines Rollover Balances threaten its ability to meet the demands of its other customers or is detrimental to the Company's supply economics.

1. Daily Rollover Balance:

In the event the customer receives on any day a quantity of customer-owned gas in excess of the Maximum Daily Delivery Quantity, the customer shall be subject to payment of an overrun penalty of \$1.00 per therm for each therm received in excess of the Maximum Daily Delivery Quantity.

2. Monthly Rollover Balance:

The customer may be allowed a Rollover Balance up to five (5) percent of the customer's aggregate monthly consumption without penalty.

The customer will be assessed a Rollover charge for any volumes in excess of the allowed Rollover Balance. The Rollover charge shall be as stated in the Service Agreement but in no event be less than the greater of:



PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 09/01/06

LEAF: 164  
REVISION: 1  
SUPERSEDING REVISION: 0

**SERVICE CLASSIFICATION NO. 9  
NEGOTIATED TRANSPORTATION SERVICE (CONTINUED)**

**SPECIAL PROVISIONS: (continued)**

- a. Two times the then effective 100% load factor base rate per therm resulting from the rates as stated in the Service Agreement;

-or-

- b. \$.10 per therm.

- B. For contracts with an effective date after June 1, 1996:

Over Deliveries will be subject to the applicable terms of Daily Balancing of Service Classification No. 11 of this tariff. Customers balancing upstream of Niagara Mohawk will not be subject to Daily/Monthly Cashout under the terms of S.C. 11. Customers balancing upstream of Niagara Mohawk may not return to the Company's Daily Balancing Program.

- 10. 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 and until it has been delivered at the Delivery Point. The customer shall be deemed to be in possession and control of the gas prior to such receipt by the Company and after such delivery to the customer. Title to gas transported under the Service Agreement will, at all times, vest in customer.
- 11. 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.
- 12. When the Company is in a short-term "Force Majeure" supply shortage with its supplier(s), the Company has the right to purchase the customer's own gas supply. Unless otherwise agreed to under a Peak Shaving Agreement, the price to be paid will be the Company's weighted average commodity cost of gas from its supplier(s) for the month.
- 13. The Company reserves the right to reject any application for service or nominations 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 rights or ability to receive service, purchase gas or utilize capacity on the transmission system of its upstream pipeline(s), impair or interfere with the Company's operations, or impose costs in excess of those subject to recovery under this Service Classification.

Issued By: William F. Edwards, President, Syracuse, New York

PSC NO: 219 GAS

LEAF: 165

NIAGARA MOHAWK POWER CORPORATION

REVISION: 6

INITIAL EFFECTIVE DATE: 07/01/17

SUPERSEDING REVISION: 5

STAMPS: Issued in compliance with Order of PSC in Case 15-G-0185 dated 06/16/17.

**SERVICE CLASSIFICATION NO. 9  
NEGOTIATED TRANSPORTATION SERVICE (CONTINUED)**

**SPECIAL PROVISIONS: (continued)**

14. Service rendered hereunder shall be for a single customer at a single location. Individual agreements are required for each location.
15. The transportation gas must be for the customer's own use at a single location and will not be re-metered, sub-metered, resold, assigned or otherwise disposed of to another or others, except as provided for in the Service Agreement.
16. Communications Protocol. Effective October 2012, the Company will maintain a database of contact information for all of its interruptible customers and interested stakeholders (e.g., DPS Staff, ESCOs, NYSEERDA and oil associations). This database will be used to provide notifications to these customers and stakeholders regarding the Company's interruptible service, including: forecast temperatures, potential interruptions, and the initiation/conclusion of actual interruptions. These notifications will be sent via multiple mediums, such as telephone, electronic mail and text message. Beginning October 2012, the Company will perform an annual communications test during which interruptible and temperature controlled customers will be asked to confirm their contact information. The Communications Protocols for all customers served under this service classification are described in the Company's Gas Transportation Operating Procedures Manual, Section VII, as filed with the Public Service Commission. Customers will be required to provide affidavits confirming that they have alternative fuel supply contracts in place for the upcoming winter heating season as described in the Company's Gas Transportation Operating Procedures Manual, Section VII, as filed with the Public Service Commission.
17. Annual System-Wide Test  
  
The Company will conduct an announced annual system-wide test of Customers' compliance under this Service Classification at the beginning of the heating season. If a customer fails to interrupt when required, the customer will participate in an unannounced interruption at the end of January. In addition, the customer will need to provide an affidavit stating that it is in compliance with the Company's tariff and will also include its alternate fuel supplier's contact information.

Issued By: Kenneth D. Daly, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 08/01/03

LEAF: 166  
REVISION: 0  
SUPERSEDING REVISION:

**SERVICE CLASSIFICATION NO. 10  
NATURAL GAS VEHICLE SERVICE**

**APPLICABLE TO USE OF SERVICE FOR:**

Service to any customer for the sole purpose of fueling natural gas vehicles. Service shall be metered separately from all other service taken and is subject to restrictions as provided in the Special Provisions herein.

**CHARACTER OF SERVICE:**

Firm or interruptible natural gas or a mixture of natural gas and other gas of not less than 1018 BTU per cubic foot on a dry basis. Normal pressure six (6) inches, but not less than four (4) inches, water column.

**BTU ADJUSTMENT:**

Volumes of gas registered at the customer's meter, in Ccf, will be adjusted for Btu content, in Therms, as stated in Rule 14.3.

**CUSTOMER DESIGNATION:**

Customers receiving service under this Service Classification will be designated as one of the following:

- Type 1: Customer who purchases interruptible uncompressed natural gas service.
- Type 2: Customer who purchases firm uncompressed natural gas service.
- Type 3: Customer who purchases firm uncompressed natural gas service for resale in a public refueling facility.

**RATE:**

A rate per therm shall be established each month, or more frequently as provided in Special Provision 11, at the sole discretion of the Company, to be effective on the first day of the calendar month following the computation date for each of the categories set forth above.

The rate charged shall be not less than the sum of:

1. For Firm Service - The Average Cost of Gas as calculated in Rule 17.3 of this schedule multiplied by the factor of adjustment as stated in Rule 17.1 of this schedule; or

For Interruptible Service - The current Average Commodity Cost Rate as defined in Rule 17.3.1 of the **GENERAL INFORMATION** Section of this Schedule will apply; and

PSC NO: 219 GAS

NIAGARA MOHAWK POWER CORPORATION

INITIAL EFFECTIVE DATE: 04/01/18

STAMPS: Issued in compliance with order in Case No. 17-G-0239 dated March 15, 2018.

LEAF: 167

REVISION: 9

SUPERSEDING REVISION: 8

**SERVICE CLASSIFICATION NO. 10  
NATURAL GAS VEHICLE SERVICE (CONTINUED)**

RATE: (continued)

2. A minimum margin of \$0.08/Therm for Types 1 and 2 customers and \$0.01/Therm for Type 3 customers.
3. Applicable taxes.

**Type 1 Customers:**

The rate shall not be greater than 80% of the System Retail Price per gallon (based on conversion ratio of 1 therm/1 CCF = .833 gallons). Under market conditions where the floor rate exceeds the ceiling rate, the floor rate will prevail.

**Type 2 and 3 Customers:**

The rate shall not be greater than 85% of the System Retail Price per gallon (based on conversion ratio of 1 therm/1 CCF = .833 gallons). Under market conditions where the floor rate exceeds the ceiling rate, the floor rate will prevail.

The System Retail Price of Gasoline will be the average of the most recent price for regular unleaded gasoline for the Central and Capital districts obtained from the New York State Energy Office's Retail Petroleum Product Biweekly Price Survey.

**STATEMENT OF NATURAL GAS VEHICLE RATES:**

The rates shall be filed with the Commission not less than two business days prior to the date on which the statement is proposed to be effective. Such statement will be available to the public on the Company's website at [www.nationalgridus.com](http://www.nationalgridus.com).

**INCREASE IN RATES AND CHARGES:**

The rates and charges under this Service Classification will be increased by a tax factor pursuant to Rule 19. Any federal, state and/or local taxes required to be collected by the Company on sales of natural gas for use in motor vehicles shall be charged for all sales made hereunder.

**TERMS OF PAYMENT:**

Bills are due and payable. Full payment must be received on or before the due date shown on the bill to avoid a potential late payment charge of one and one-half percent (1 1/2%).  
Budget billing is not available to customers under this Service Classification.

Issued By: Kenneth D. Daly, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 03/01/24  
STAMPS:

LEAF: 168  
REVISION: 3  
SUPERSEDING REVISION: 2

**SERVICE CLASSIFICATION NO. 10  
NATURAL GAS VEHICLE SERVICE (CONTINUED)**

**TERM:**

The initial term of service is one year commencing with the first day of the month in which natural gas vehicles are able to begin refueling. Service will be continued from year to year thereafter unless terminated by advance written notice of either party to the other, given at least thirty (30) days prior to the applicable annual termination date or at any time by order of the Public Service Commission of the State of New York. The Company may terminate service in the manner provided by law and the rules and regulations set forth in this Gas Tariff.

**SPECIAL PROVISIONS:**

1. Service under this Service Classification shall be separately metered. The entire expense of installing facilities necessary to accomplish such separate metering shall be borne by the customer.
2. Written application upon Company's prescribed forms is required.
3. Applications for Interruptible Service, under this Service Classification will be accepted only when and to the extent that the Company in its judgement, has sufficient natural gas supply available after providing for the requirements of firm customers, interruptible customers already taking service, and Company use.
4. Interruptible service is provided hereunder only to customers maintaining standby facilities or who are located within a twenty-five mile radius of either a public refueling facility or a Company owned and operated refueling facility.
5. Interruptible gas supplied hereunder may be interrupted at the sole discretion of the Company at any time, upon not less than two hours prior written or oral notice to the customer. The customer shall thereupon discontinue use of the Company's service as requested. The Company will endeavor to provide more than two hours notice whenever possible.
6. The customer agrees that if they fail to discontinue their use of service as requested by the Company, all gas taken during such period of requested interruption in excess of the amount the customer is permitted to take, shall be billed at the stated rate in effect at the time, plus the rate currently effective per Dth of unauthorized usage in accordance with Rule 3.3.1 of this schedule. The Company reserves the right, however, to terminate service under this Service Classification for failure of the customer to discontinue use of service when requested by the Company.
7. The Company may install, at its own expense, special equipment for monitoring the customer's total gas use. Cooperation by the customer shall be required for the installation of telephone lines and electrical circuits required for such monitoring.
8. The Company reserves the right to refuse service under this Service Classification if it has been determined that the customer's vehicles and the equipment necessary for the vehicles to be powered by compressed natural gas do not meet Company requirements as to safe design, construction and installation.

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 09/02/10

LEAF: 169  
REVISION: 2  
SUPERSEDING REVISION: 1

**SERVICE CLASSIFICATION NO. 10  
NATURAL GAS VEHICLE SERVICE (CONTINUED)**

**SPECIAL PROVISIONS: (continued)**

9. The authorized agents of the Company shall, at all reasonable times, have such free access to the premises of the customers receiving service under this Service Classification as may be necessary to confirm that gas supplied under this Service Classification is used only in natural gas vehicle filling equipment.
10. Service rendered hereunder shall be for a single customer at a single location and will not be remetered, submetered, resold assigned or otherwise disposed of to another or others. Individual agreements are required for each location.  
  
Type 1 & 2 customers recognized by the Company as active participants in a Company approved buying group are not subject to this provision.
11. The Company reserves the right to revise the rates at its discretion to react to changes in applicable taxes and market conditions. The revised rate will become effective to the customer not less than two business days prior to the filing of a Statement of Revised Rate. Such statement will be duly filed with the Public Service Commission apart from this Schedule.

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 02/01/22

LEAF: 170  
REVISION: 4  
SUPERSEDING REVISION: 3

STAMPS: Issued in compliance with order in Case 20-G-0381 dated January 20, 2022

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION**

**APPLICABLE TO USE OF SERVICE FOR:**

Service Classification 11 defines the terms under which eligible customers may receive Daily Balancing Service or Monthly Balancing Service on the Niagara Mohawk system. A qualified entity may be eligible to act as a Marketer or Direct Customer under this Service Classification.

**DEFINITIONS:**

“Aggregator” - A non-utility entity that aggregates customers (including Direct Customers) for the purpose of obtaining natural gas supply for those customers. It does not sell natural gas supply to those customers.

“Base and Thermal Methodology” - "Daily Baseload" equals the customer's average daily usage in the two months of lowest daily usage during the period of June through September. Annual Baseload equals Daily Baseload multiplied by 365. Thermal usage equals total usage during the twelve-month period minus Annual Baseload. "Degree Day Usage" equals Thermal Usage divided by the total number of degree days during the twelve month period. The Maximum Peak Day Quantity equals the product of Degree Day Usage multiplied by 75 plus Daily Baseload. A negative thermal response will occur for customers whose Annual Baseload is greater than their annual usage.

“City Gate Swing Customer” (CSC) - Is a party who utilizes a specific City Gate Delivery Point established by a DPO, meets the requirements of EGTS, and arranges for service on a no-notice basis from EGTS.

“Delivery Point Operator” (DPO) - Is the Operator of the physical interconnection with EGTS, at which point EGTS may deliver shipper's gas to the Operator.

“Direct Customer” (Customer Pool of One) - A customer that purchases and schedules delivery of natural gas to the Company's City Gate for its own consumption from one or more supplier and not for resale under the Company's Daily Balancing Program. Direct Customers do not have to file an application with the Department of Public Service to become eligible as a Marketer but must comply with certain operating requirements established by the Company. A Direct Customer may aggregate and schedule load for itself and other Direct Customers, each of whom would continue to be responsible individually for meeting requirements placed on Direct Customers. The Direct Customer must consume in excess of 3,500 Dekatherms annually.

“Discontinuance” - Refers to the customer's loss of delivery service due to the non-payment of distribution utility charges.

“Entity” - Means a natural person, corporation, partnership, association, or other legally recognized form of business organization.

“General Storage Service” (GSS) – EGTS's rate schedule governing the storage of gas.

PSC NO: 219 GAS

LEAF: 171

NIAGARA MOHAWK POWER CORPORATION

REVISION: 9

INITIAL EFFECTIVE DATE: 05/23/22

SUPERSEDING REVISION: 8

STAMPS: Issued in compliance with order in Case 20-G-0381 dated January 20, 2022

**SERVICE CLASSIFICATION NO. 11****DEFINITIONS: (continued)**

"Marketer MPDQ" - Means the sum of the MPDQ's of all the customers in the Marketer's Monthly Balancing pool and the Marketer's Core Daily Balancing pool.

"Maximum Delivery Quantity" (MDQ) - Means the maximum quantity that the marketer/customer may deliver daily to the Company's City Gate on behalf of a customer. The MDQ is based on historical usage patterns and expected weather conditions but will in no case be higher than the MPDQ.

"Maximum Peak Day Quantity" (MPDQ) - Means the maximum quantity (based on 75 degrees days) of gas that the customer may take on any winter day. Customers will be assigned an MPDQ in accordance with the Base and Thermal Methodology or based on daily metered data from an approved remote meter.

"Minimum Storage Inventory Level" (MSIL) - Means the minimum level of gas to be maintained in storage by Gas Marketers providing Monthly Balancing Service as prescribed in the Minimum Storage Requirements provision of this Service Classification.

"Minimum Storage Inventory Level Deficiency" - Exists when the required Minimum Storage Inventory Level prescribed in the Minimum Storage Requirements provision of this Service Classification exceeds the amount of gas in the upstream storage operator(s) storage facilities.

"Sales Service" - Means service provided under Service Classification Nos. 1, 2, 5, 7, 8, 10, 12 or 13.

Issued By: Rudolph L. Wynter, President, Syracuse, New York



PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 05/01/19

LEAF: 172  
REVISION: 4  
SUPERSEDING REVISION: 3

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**DEFINITIONS: (continued)**

“Supplier Select Program” - Is defined as the distribution and delivery by the Company to the customer of natural gas furnished by the customer or by a third party on the customer’s behalf pursuant to the provisions of this Service Classification and applicable provisions of this tariff schedule.

“Suspension” - Refers to the disconnection of delivery service by the Company upon the receipt of a request from a Marketer.

“Termination” - Refers to the termination by a Marketer of its commodity service.

**LIMITATION OF AVAILABILITY:**

1. The Company will continue to assign capacity as provided for in the Company’s Gas Rate and Restructuring Settlement Agreement dated June 12, 2000.
2. There is no limitation on participation in Daily Balancing Service Program.

**ONE CUSTOMER – ONE MARKETER – ONE MARKETER SERVICE:**

At any time, each customer may employ only one marketer and may participate in only one aggregation pool.

**DIRECT CUSTOMER:**

To be a Direct Customer, a customer must be eligible to participate in the Supplier Select Program as set forth in this Service Classification. A Direct Customer shall have all the rights and the obligations of a Marketer under this Service Classification except (1) for obligations imposed by the PSC with respect to regulatory oversight requirements as set forth in this Service Classification and (2) as otherwise expressly provided in this Service Classification.

PSC NO: 219 GAS

LEAF: 173

NIAGARA MOHAWK POWER CORPORATION

REVISION: 5

INITIAL EFFECTIVE DATE: 02/01/22

SUPERSEDING REVISION: 4

STAMPS: Issued in compliance with order in Case 20-G-0381 dated January 20, 2022

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**MARKETER/DIRECT CUSTOMER ELIGIBILITY:**

To participate in the Supplier Select Program, a Marketer/Direct Customer must meet the eligibility requirements set forth in Section 2 of the Uniform Business Practices incorporated as the UBP Addendum of this rate schedule.

Direct Customers must meet the definition set forth in Section 1 of the Uniform Business Practices incorporated as the UBP Addendum of this tariff.

1. To participate in Monthly Balancing Service as set forth in this Service Classification, the Marketer must participate in EGTS's DPO/CSC Program and be set up as a qualified replacement shipper on all pipelines on which Niagara Mohawk releases Upstream Pipeline Capacity and Storage.
2. The Marketer Demonstrates to Niagara Mohawk that it is designated in writing as the entity to provide aggregation service on their behalf by customers on the Niagara Mohawk system who have historic or projected aggregate annual natural gas usage of 50,000 therms or more. The 50,000 therm load requirement applies separately to each type of service (Daily Balancing and Monthly Balancing) offered by the marketer.

**VERIFICATION OF PROVISIONS IN MARKETER AGREEMENTS:**

1. The Company will not be required to verify provisions of agreements between Marketers and their customers and may rely on Marketer statements relating to provisions in agreements between Marketers and their customers.

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 03/01/07

LEAF: 174  
REVISION: 4  
SUPERSEDING REVISION: 2

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**CREDITWORTHINESS:**

1. Each entity must qualify on an individual basis. The currently effective UBP Addendum, Section 3, sets forth the creditworthiness standards that apply to ESCO's and Direct Customers.
  - A. A Marketer/Direct Customer's participation in the Company's Supplier Select Program is contingent upon the Marketer/Direct Customer meeting the credit requirements set forth in the currently effective UBP Addendum, Section 3.
  - B. Direct Customers, participating in Daily Balancing, who are dropped from their marketer's pool either through a voluntary or involuntary action and cannot demonstrate an ability to deliver gas, will have their credit requirement computed in accordance with Section 1B3 of Service Classification No. 11 as set forth on Tariff Leaf No. 178 in lieu of the credit requirements set forth in the currently effective UBP Addendum.

**MARKETER DEPOSITS AND PREPAYMENTS:**

1. Marketers are required to provide evidence of creditworthiness to the Company before they will be allowed to request prepayments or security deposits from residential and small commercial customers participating in the Gas Supplier Select Program. Residential customers are defined as those Supplier Select customers taking service under Service Classification No. 1 and Service Classification No. 2 with a residential revenue classification. Small commercial customers are defined as those Supplier Select customers taking service under Service Classification No. 2 with a commercial revenue classification. The evidence of creditworthiness provided under this rule will be separate and apart from that provided by a Marketer to become an eligible Marketer in Niagara Mohawk's service territory.
  - A. Marketers will be allowed to accept prepayments from customers if they, or a parent company, if the parent agrees to act as guarantor for the Marketer, submit the required evidence of a minimum bond rating of "BBB" from S&P or Fitch, or a "Baa2" from Moody's by August 1 of each year.
  - B. Marketers will be allowed to accept deposits from customers if they, or a parent company, if the parent agrees to act as guarantor for the Marketer, submit the required evidence of a minimum bond rating as set forth in Rule 1a above, or an escrow account, or letter of credit from an "A" rated financial institution.
2. Marketers are required to maintain records of customer deposits and prepayments. Marketers should be prepared to make this information available for inspection upon request by the Public Service Commission. The Marketers should be prepared to file a report in the manner and form requested by the Public Service Commission.
3. Marketers are required to provide notice to a new customer before the customer makes a deposit or prepayment with the Marketer. Marketers shall notify existing customers before the customer makes a deposit or prepayment with the Marketer by providing copies of revised disclosure statements and/or contracts that contain the information in the notice. Marketers must file an example of the revised disclosure statements and/or contract with the Public Service Commission prior to providing it to customers.

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 08/15/04  
STAMPS: Issued in Compliance with Order of PSC in Case 98-M-1343 dated 07/15/04.

LEAF: 175  
REVISION: 2  
SUPERSEDING REVISION: 1

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**MARKETER DEPOSITS AND PREPAYMENTS: (continued)**

- A. The information in the notice and revised disclosure statements and/or contracts would include the following:
  - 1. A description of the credit evidence, escrow account, or letter of credit evidence submitted by the Marketer as set forth in Rules 1a and b above;
  - 2. Applicable interest rate, if any;
  - 3. Conditions of use of customer funds;
  - 4. Circumstances that allow the use of funds for payment of customer bills;
  - 5. Conditions for return of funds to customers.
- 4. Any transfers of deposits obtained by the Company under Rule 2.4 will be prohibited. The Company will continue to administer its deposit policy in accordance with Rule 2.4 of this Tariff.

**CURTAILMENT PLANS:**

Marketers must provide to Niagara Mohawk a copy of their plan for curtailment of their customers in the event of inadequate gas supplies.

**ENROLLMENT GUIDELINES:**

The currently effective UBP Addendum, Section 5, sets forth the Enrollment Guidelines for customers desiring to take service under the Supplier Select Program.

- 1. Commencement of Service:
  - A. For new customers, Gas Delivery Service will commence after all connections are complete in accordance with provisions of the Company's Tariff. A special meter reading as applicable will then be performed at no charge. New customers must be accepted by the Company before service may commence; all conditions set forth in the Company's tariffs for the initiation or service to such new customers must be met.
- 2. Initiation of Service Fees, Deposits, or Other Requirements:
  - A. Any fees, deposit requirements, or other charges identified in the Company's tariff will apply to initiation of Gas Delivery Service to new customers.
  - B. There will be no Company fees for special meter readings if performed in conjunction with the initiation of new delivery service.

PSC NO: 219 GAS

LEAF: 176

NIAGARA MOHAWK POWER CORPORATION

REVISION: 10

INITIAL EFFECTIVE DATE: 03/01/16

SUPERSEDING REVISION: 9

STAMPS: Issued in Compliance with Order of PSC in Case No. 98-M-1343 dated 12/7/15 and 12/23/15

**SERVICE CLASSIFICATION NO. 11**

**CHANGE IN SUPPLIER:**

1. The new Marketer selected by the customer shall provide to the Company notices of requested switches. The notices shall be in the form of an electronic enrollment, and shall comply with the enrollment requirements set forth in this Service Classification. An enrollment must be sent electronically counting 10 business days from the end of the current month, for an enrollment to receive the next month's cycle start date; if this day falls on a holiday, the enrollment must be sent on the last business day prior to the holiday. Service will not commence, however, until the next scheduled meter reading date. The Company will acknowledge receipt of enrollments within 24 hours.

Issued By: Kenneth D. Daly, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 04/01/13  
STAMPS: Issued in compliance with order in Case No. 12-G-0202 dated March 15, 2013

LEAF: 177  
REVISION: 10  
SUPERSEDING REVISION: 8

## SERVICE CLASSIFICATION NO. 11

### LOAD AGGREGATION SERVICE:

#### 1. Daily Balancing Service:

Daily Balancing Service permits a Marketer to pool the usage of a group of eligible customers for the purpose of determining imbalances.

- A. Customer Eligibility - Daily Balancing Service is available to customers served under Service Classification Nos. 5, 6, 7, 8, 9 and 12 who agree to be non-core customers. SC9 contracts with effective dates before June 1, 1996 will have to amend their existing service agreements in order to participate in Daily Balancing.

The customer and the customer's marketer understand that if Daily Balancing Service is chosen, they must comply with the following conditions:

1. Customer forfeits its ability to obtain future sales service under the Company's Tariff. Customer takes full responsibility and assumes all liability including, but not limited to, contingent liability for its decision to opt to participate in Daily Balancing.
2. Customers served under Service Classification Nos. 5 & 7 classified as Human Needs must certify either 1) 100% dual fuel capability or 2) alternately certify that they maintain or have continuous access to five (5) winter months (November – March) of primary firm capacity from a receipt point, acceptable to the Director of Gas Supply, into the Company's east/west city gate, as applicable, sufficient to meet the customers' Maximum Peak Day Quantity. Customer shall produce proof of such contracted primary firm capacity to the Company as provided in the Gas Transportation Operating Procedures Manual prior to receiving service under Daily Balancing.
3. Customers enrolled in Daily Balancing must have an Approved Remote Meter (ARM) installed and operational.
4. An enrollment must be completed by the customer's approved marketer and submitted to the Company electronically not later than 15 calendar days prior to the month service is to commence. For a 31 day month this will be on the 17th of the month, for a 30 day month this will be on the 16th of the month, for a 29 day month this will be on the 15th of the month and for a 28 day month on the 14th of the month.

Issued By: Kenneth D. Daly, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 01/15/05

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REVISION: 0  
SUPERSEDING REVISION:

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**LOAD AGGREGATION SERVICE: (continued)**

- B. Direct Customer - To receive Daily Balancing Service the Direct Customer must contact the Company not later than 15 calendar days prior to the month service is to commence. The customer may become a Direct Customer effective on the next scheduled read date. For a 31 day month this will be on the 17th of the month, for a 30 day month this will be on the 16th of the month, for a 29 day month this will be on the 15th of the month and for a 28 day month this will be on the 14th of the month.

When a customer participating in Daily Balancing is dropped from their marketer's pool either through a voluntary or involuntary action, the customer will default to Daily balancing as a Direct Customer under the following conditions.

1. For the first calendar month, the Company will track the direct customer's daily usage versus their nominations and the result will be their daily imbalance. If the drop is a result of involuntary discontinuance, and occurs after the month has started, the Company will contact the former marketer to request a customer allocation of gas that may have been delivered up to the drop date. The Daily Cashout provisions set forth in paragraph C (1) below and Rule 29 of this rate schedule will not be applicable. However, the customer will be subject to the Monthly Cashout provisions set forth in Rule C (1) and Rule 29 at the end of the month for the sum total of each day's imbalance. The customer may at any time during the 1st month recruit a gas supplier and have gas delivered on their behalf in order to keep the imbalance to a minimum.

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
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STAMPS: Issued in Compliance with Order of PSC in Case 08-G-0609 dated 05/15/09.

LEAF: 178  
REVISION: 8  
SUPERSEDING REVISION: 6

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**LOAD AGGREGATION SERVICE: (continued)**

2. If by the enrollment deadline for the second month, the customer has not been enrolled by another marketer participating in Daily Balancing, the customer will then default to Daily Balancing as a Direct Customer with both Daily and Monthly Cashout Provisions set forth in paragraph C (1) below and Rule 29 being applicable.

In both B (1) and B (2) above, if the customer does not have a gas supplier, the Company will supply the gas on a best efforts basis, subject to Interruption in the case of S.C. 6 customers or Operational Flow Orders for other transportation classes.

3. Direct Customers, participating in Daily Balancing, who are dropped from their marketer's pool either through voluntary or involuntary action, as described in paragraphs B1 and B2 above, and cannot demonstrate the ability to deliver gas to the Company, will be subject to the following credit requirement:
  - a. The credit requirement shall be the product of the Customer's effective MDQ for the applicable month times the Commodity Charge times 30 days. The Commodity Charge shall be the sum of the peak forecasted NYMEX price for the next 12 months plus the effective average demand cost of gas in accordance with Rule 17.3.4 of this rate schedule.

C. Balancing Requirements - The balancing obligations of a Marketer operating a Daily Balancing Service pool are as follows:

1. Daily & Monthly Cashout – A Marketer will be subject to daily and monthly cashout and/or imbalance trading in accordance with Rule 29 of this tariff based on the difference between the aggregate usage of the customers in the Marketer's pool during the month and the total deliveries of gas to the Niagara Mohawk system by or on behalf of the customers in the pool during the month. Marketers or Direct Customers participating in the Company's Daily Balancing Program of this Service Classification will be charged a Monthly Balancing Charge at a rate per therm of MPDQ for Customers in the Marketer's pool calculated in accordance with Rule 17.5 of this tariff.
2. Forced Balancing Operational Flow Order - During any period in which the Company's ability to accommodate imbalances is restricted or impaired, Niagara Mohawk may, upon eight hours advance notice, impose a Forced Balancing Operational Flow Order ("Forced Balancing OFO"). When a Forced Balancing OFO is imposed for under deliveries, usage by customers for whom a Marketer is providing Daily Balancing Service must not exceed deliveries by more than 2-50% as specified in the OFO. When a Forced Balancing OFO is imposed for over deliveries, a Marketer's deliveries must not exceed usage by customers for whom the marketer is providing Daily Balancing Service by more than 2-50% as specified in the OFO. Direct Customers are also subject to Forced Balancing OFO requirements for under and over deliveries. Marketers/Direct Customers will be assessed a penalty equal to the currently effective rate per Dth per day for unauthorized usage in accordance with Rule 3.3.1 of this schedule for imbalances that exceed the OFO limit. Forced Balancing OFO's will not be used to simultaneously restrict over deliveries and under deliveries.

Issued By: Thomas B. King, President, Syracuse, New York



PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 05/01/19  
STAMPS:

LEAF: 178.1  
REVISION: 0  
SUPERSEDING REVISION:

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**LOAD AGGREGATION SERVICE: (continued)**

1. Minimum Delivery Requirements - Marketers with East gate customers will be required to deliver a designated percentage of their total East gate nominations via the Tennessee Gas Pipeline on days when the average Albany temperature is below a designated temperature. The percentage and temperature will be specified in the Company's Gas Transportation Operating Procedures Manual. The penalty for not meeting the TGP delivery requirement will be a per dekatherm charge of \$25 plus the Gas Daily TGP Zone 6 plus variables from Zone 6-5. The \$25 increases to \$50 during OFOs.

Issued By: John Bruckner, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 07/01/22  
STAMPS: Issued in compliance with order in Case 20-G-0381 dated January 20, 2022

LEAF: 179  
REVISION: 15  
SUPERSEDING REVISION: 14

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**2. Monthly Balancing Service:**

- A. Eligibility - Monthly Balancing Service is available to customers who have taken service under Service Classification Nos. 1, 2, 5, 7, 12 and 13 who have met the term provisions of their respective service classifications and who have an approved Marketer. Service Classification No. 12 customers must have initially elected commodity service from the Company in order to participate in Monthly Balancing. To receive Monthly Balancing Service, an enrollment must be completed by the customer's approved Marketer and submitted to the Company electronically not later than 15 calendar days prior to the month service is to commence. For a 31 day month this will be on the 17th of the month, for a 30 day month this will be on the 16th of the month, for a 29day month this will be on the 15th of the month and for a 28 day month on the 14th of the month. If the Company does not have access to the customer's meter, an estimated read may be used if the Company has an actual read within the last 150 days, otherwise, the enrollment will not occur.
- B. The Monthly Balancing Program is designed around and offered in conjunction with EGTS's Delivery Point Operator (DPO) and Citygate Swing Customer (CSC) Program under EGTS rate schedules FT, FTNNGSS and GSS. The Company reserves the right to allocate other upstream capacity, as needed in order to maintain the Company's system reliability.

**3. Allocation of Upstream Capacity:**

All Marketer loads must be served using a release of the Company's Upstream Capacity and Storage as set forth in Rules 3A, and 4A-C below. Marketers must accept all capacity releases or assignments.

- A. Release of Capacity - All capacity allocated to the Monthly Balancing Service customers of a single Marketer will be released by Niagara Mohawk to the Marketer on behalf of the customer in a prearranged capacity release transaction at maximum demand rates in accordance with the capacity release provisions of the tariff of the applicable pipeline. The term of each such release will be for one calendar month. All releases will occur in each month of the year and will be made subject to recall as further described in Rule 4C. EGTS, TGP, IGT, Union, and TransCanada capacity is allocated to Monthly Balancing Service customers equal to percentages of their Maximum Peak Day Quantity as further defined in Leaf 171, provided the customer has a positive thermal response. The percentages are indicated in the Niagara Mohawk Gas Transportation Operating Procedure. The Company reserves the right to change the capacity and allocation, as needed, to maintain the Company's system reliability.

Minimum daily delivery requirements may apply on all released capacity as indicated in the Niagara Mohawk Gas Transportation Operating Procedure. Penalties will apply if daily requirements are not satisfied per leaf 185.

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
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STAMPS: Issued in compliance with order in Case 20-G-0381 dated January 20, 2022

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**LOAD AGGREGATION SERVICE: (continued)**

**4.Release of GSS Storage:**

- A. Release of GSS Storage - EGTS Storage Demand and Storage Capacity will be released to Marketers participating in Monthly Balancing Service on behalf of customers in a prearranged storage release transaction at Maximum Demand Rates in accordance with the release provisions of the tariff of EGTS. The term of each such release will be for one calendar month. The amount of EGTS GSS storage demand released on behalf of a given customer will equal the percentage set forth on the Statement of Balancing Charges, updated each November 1, multiplied by their Maximum Peak Day Quantity as further defined in Leaf 171. The customer's storage capacity will equal the percentage set forth on the Statement of Balancing Charges, updated each November 1, multiplied by their Maximum Peak Day Quantity times 52.3 days, provided the customer has a positive thermal response. The Company reserves the right to change the capacity and allocation, as needed, to maintain the Company's system reliability.
- B. Release of Storage Transportation - EGTS FTNNGSS Transportation Capacity will be released to Marketers participating in Monthly Balancing Service on behalf of customers in a prearranged transportation release transaction at Maximum demand rates in accordance with the release provisions of the tariff of EGTS. The term of each such release will be for one calendar month. The amount of FTNNGSS transportation capacity to be released on behalf of a given customer will equal the percentage set forth on the Statement of Balancing Charges, updated each November 1, multiplied by their Maximum Peak Day Quantity as further defined in Leaf 171, provided the customer has a positive thermal response. The Company reserves the right to change the capacity and allocation, as needed, to maintain the Company's system reliability.
- C. Recall - All releases under Paragraph 3 and 4 will be made subject to the following conditions: (i) the capacity is recallable by Niagara Mohawk when a customer elects to change Marketers; (ii) the capacity is recallable by Niagara Mohawk when a Marketer fails to perform its obligations under this tariff; (iii) the capacity is recallable by Niagara Mohawk when a Marketer ceases to meet the credit or security requirements of this service classification and (iv) the capacity is recallable by Niagara Mohawk if the customer discontinues service.

PSC NO: 219 GAS  
 NIAGARA MOHAWK POWER CORPORATION  
 INITIAL EFFECTIVE DATE: 11/01/18  
 STAMPS:

LEAF: 181  
 REVISION: 7  
 SUPERSEDING REVISION: 6

**SERVICE CLASSIFICATION NO. 11  
 LOAD AGGREGATION (CONTINUED)**

**LOAD AGGREGATION SERVICE: (continued)**

**5. Minimum Storage Requirements:**

Gas Marketers participating in Monthly Balancing Service must meet Minimum Storage Inventory Levels (MSIL) on released storage capacity upstream of Niagara Mohawk's city gates or, if a Gas Marketer chooses, provide additional financial security, in the form of a Standby Letter of Credit prescribed by the Company or Advance Cash Deposit for the winter season in lieu of the MSIL as follows:

**A. Marketer Chooses to Maintain Minimum Storage Inventory Levels:**

Gas Marketers choosing to meet Minimum Storage Inventory Levels (MSIL) must meet MSIL on released storage capacity upstream of Niagara Mohawk's city gates as follows:

October 1 through October 31	MSIL equals (Marketer MPDQ x 52.3 Days) x 65% x allocation percentage as described on Leaf 180
November 1 through January 31	MSIL equals (Marketer MPDQ x 52.3 Days) x 35% x allocation percentage as described on Leaf 180
February 1 through March 15	MSIL equals (Marketer MPDQ x 52.3 Days) x 15% x allocation percentage as described on Leaf 180

If at any time from October 1 through March 15, the Gas Marketer does not meet the Minimum Storage Inventory Levels set forth above, the Company will notify the Gas Marketer that it has ten (10) calendar days to cure the deficiency or provide financial security in accordance with item (B) below.

**B. Marketer Chooses Not to Maintain Minimum Storage Inventory Levels:**

Marketers choosing not to maintain the MSIL are required to post financial security in the form of a Standby Letter of Credit or Advance Cash Deposit for the duration of the winter season in an amount equal to the sum of Marketer's MPDQ times allocation percentage as described on Leaf 180 times 52.3 days times the peak forecasted NYMEX price for the current winter months plus the effective average demand cost of gas in accordance with Rule 17.3.4 of this rate schedule. All or any unused portion of the financial security with applicable interest will be returned to the marketer within 30 days of March 31 of each year.

Gas Marketers participating in the Company's Monthly Balancing Service under this Service Classification will default to Option (A) and agree to authorize the Company to access Gas Marketers' storage balance information on upstream storage operator(s) unless:

1. Marketer provides in writing by September 1 of each year that it chooses Option (B) and does not agree to authorize the Company to access Gas Marketers' storage balance information on upstream storage operator(s) and,
2. Marketer provides by October 1 of each year the required security in the form of a Standby Letter of Credit or Advance Cash Deposit.

Issued By: John Bruckner, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 04/01/13  
STAMPS: Issued in compliance with order in Case No. 12-G-0202 dated March 15, 2013

LEAF: 182  
REVISION: 6  
SUPERSEDING REVISION: 4

### **SERVICE CLASSIFICATION NO. 11**

#### **LOAD AGGREGATION SERVICE: (continued)**

##### **5. Minimum Storage Requirements: (continued)**

If the Gas Marketer does not cure the storage deficiency or provide financial security within the ten (10) calendar day cure period the Company will, at its sole discretion, return the Gas Marketer's customers to sales service in accordance with Special Provision 11 of the Monthly Balancing Service section of this schedule. In the event the gas in storage is less than the volume required to be transferred back to the Company as described on Leaf 183, the Company will send an invoice to the Marketer for the insufficient volume times the peak forecasted NYMEX price for the remainder of the winter months plus the effective demand cost of gas in accordance with Rule 17.3.4 of this rate schedule.

Information provided to Niagara Mohawk regarding Minimum Storage Inventory levels ("Confidential Information") shall, for a period of one (1) year from the date of written disclosure, be held in confidence by Niagara Mohawk and its representatives, attorneys and agents nor shall it be disclosed to others by Niagara Mohawk without the prior written approval of the disclosing Gas Marketer. The above notwithstanding, Confidential Information may be disclosed by Niagara Mohawk to (a) its officers, directors, employees and attorneys, as representatives of Niagara Mohawk, who require knowledge thereof in connection with their duties in carrying out the aforesaid purpose of the minimum storage level tariff and (b) to a judicial or regulatory body requiring its disclosure, provided that, prior to such disclosure, Niagara Mohawk has notified the disclosing Gas Marketer of the requirement with an opportunity for the Gas Marketer to object or seek an appropriate protective order.

##### **6. Termination of Sales Service:**

Upon commencement of Monthly Balancing Service to a customer, sales service by Niagara Mohawk will terminate and Niagara Mohawk will have no further obligation to maintain the availability of gas supplies except for residential and human needs customers. The Company will maintain availability of gas supplies for residential customers and human needs customers. Costs for maintaining such supplies will be recovered through a standby charge per MPDQ.

##### **7. Forecast Daily Contract Quantity:**

Based on historic usage patterns and expected weather conditions, Niagara Mohawk will issue a Daily Contract Quantity not less than two (2) business days prior to the first day of each month establishing the quantity of gas to be delivered daily by a Marketer for each Monthly Balancing Service pool operated by the Marketer.

Niagara Mohawk may increase or decrease the Forecast Daily Contract Quantity each day thereafter on notice to the Marketer provided no later than 3:00 p.m. Eastern Time on the same day of the effective date of the change.

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 02/01/22

LEAF: 183  
REVISION: 10  
SUPERSEDING REVISION: 8

STAMPS: Issued in compliance with order in Case 20-G-0381 dated January 20, 2022

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**LOAD AGGREGATION SERVICE: (continued)**

**8. Actual Daily Contract Quantity:**

Niagara Mohawk will issue to each Marketer of a Monthly Balancing Pool a Daily Contract Quantity, based on actual heating degree days, the day following the delivery of the forecasted Daily Contract Quantity provided in accordance with paragraph 7 Leaf 182. The difference between the actual Daily Contract Quantity and the Marketer's nominations on non-EGTS pipelines and Peaking will result in a change to the Marketer's GSS storage balance.

Peaking service will be provided on days when actual Daily Contract Quantity exceeds all other capacity released to the Marketers.

The Demand charge component associated with Peaking assets will be applied during Winter (November through April) and will include all supplier reservation charges for peaking supplies including but not limited to compressed natural gas (CNG), city gate delivered supplies, and Ellisburg and Canajoharie supplies.

The Commodity charge component associated with the Peaking asset will only be applied if the Marketer uses Peaking supply and the applicable rate will be the straight average of the Gas Daily EGTS North Point common (mid-point) and South Point/Mid-Point indices plus variables to the city gate, the Gas Daily Iroquois Receipts index plus variables to the city gate and the Gas Daily Tennessee Zone 6 index plus variables to the city gate.

**9. Storage Transfer for Customers:**

Niagara Mohawk will transfer storage inventory to each Marketer participating in Monthly Balancing on behalf of customers migrating from sales service. The amount of storage gas to be transferred will represent one seventh of the winter storage requirement (based on the months November through March) for each month from April through October and then reduced by 10% effective December 1st, 24% effective January 1, February 1 and March 1 and 18% effective April 1. (See Table Below for Storage Inventory Transfers). The Storage Gas Transfer Rate for customers migrating will be the sum of (1) Niagara Mohawk's estimated average commodity cost of gas in storage, plus (2) the Demand Transfer Recovery Rate (DTR Rate). The Storage Gas Transfer Rate will be set forth on a statement and filed with the Public Service Commission not less than two business days prior to the date on which the statement is proposed to be effective. As an example, if a customer selects a Marketer on September 10 of any year, the Marketer will pay the Storage Gas Transfer Rate which is equal to the effective DTR Rate for each September plus Niagara Mohawk's estimated average cost of gas in storage as of September 30 on six sevenths of the storage inventory transfer. The storage transfer would take place and the Marketer would begin serving the customer as of October 1<sup>st</sup>. If the storage capacity release percentage set forth on the Statement of Balancing Charges increases from October to November, these rules will also apply to the incremental storage capacity released.

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 NIAGARA MOHAWK POWER CORPORATION  
 INITIAL EFFECTIVE DATE: 11/01/18  
 STAMPS:

LEAF: 183.1  
 REVISION: 0  
 SUPERSEDING REVISION:

**SERVICE CLASSIFICATION NO. 11  
 LOAD AGGREGATION (CONTINUED)**

<b>Storage Inventory Transfer Schedule</b>		
Apr 1	((New Enrollments from Sales Service-MPDQ) x allocation %*) x 52.3 days) x	0%
May 1	((New Enrollments from Sales Service-MPDQ) x allocation %*) x 52.3 days) x	14.3%
Jun 1	((New Enrollments from Sales Service-MPDQ) x allocation %*) x 52.3 days) x	28.6%
Jul 1	((New Enrollments from Sales Service-MPDQ) x allocation %*) x 52.3 days) x	42.9%
Aug 1	((New Enrollments from Sales Service-MPDQ) x allocation %*) x 52.3 days) x	57.1%
Sept 1	((New Enrollments from Sales Service-MPDQ) x allocation %*) x 52.3 days) x	71.4%
Oct 1	((New Enrollments from Sales Service-MPDQ) x allocation %*) x 52.3 days) x	85.7%
Nov 1	((New Enrollments from Sales Service-MPDQ) x allocation %*) x 52.3 days) x	100%
Dec 1	((New Enrollments from Sales Service-MPDQ) x allocation %*) x 52.3 days) x	90%
Jan 1	((New Enrollments from Sales Service-MPDQ) x allocation %*) x 52.3 days) x	66%
Feb 1	((New Enrollments from Sales Service-MPDQ) x allocation %*) x 52.3 days) x	42%
Mar 1	((New Enrollments from Sales Service-MPDQ) x allocation %*) x 52.3 days) x	18%

\*As shown on Statement of Balancing Charges effective each November 1

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PSC NO: 219 GAS  
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REVISION: 11  
SUPERSEDING REVISION: 10

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**LOAD AGGREGATION SERVICE: (continued)**

**10. Calculation of DTR Rate:**

The DTR Rate shall be equal to the System Average Unrecovered Demand Charge revenue per therm beginning in the month of April through the initial month that storage capacity is released to the Marketer. All demand charges will be included in this calculation. The System Average Unrecovered Demand Charge revenue shall equal the sum of the differences between the Demand Charge revenues collected and the average Fixed Demand costs incurred beginning the month of April through the initial month that storage capacity is released to the Marketer. The DTR Rate will be set forth on the Storage Transfer Rate Statement to be filed with the Public Service Commission not less than two business days prior to the date on which the statement is proposed to be effective.

**11. Customers Returning to Sales Service:**

In the event a customer participating in Monthly Balancing Service switches from transportation service to sales service, storage inventory shall be returned to Niagara Mohawk unless mutually agreed upon between Niagara Mohawk and the Marketer. The storage inventory amount will be calculated on the same basis as the storage transfer clause as referenced in Storage Transfer for Customers Migrating. Niagara Mohawk will pay the Marketer the average commodity cost of gas in Niagara Mohawk's storage account as stated on the effective Storage Transfer Rate Statement. In the event the Marketer transfers insufficient storage volumes to Niagara Mohawk, the Company will bill the Marketer the difference between the required amount and the amount actually transferred times the peak forecasted NYMEX price for the remainder of the winter (during November through March) or summer (April through October) months plus the effective demand cost of gas in accordance with Rule 17.3.4 of this rate schedule. The Marketer shall be responsible for all taxes and pipeline fees associated with moving or transferring the storage gas to Niagara Mohawk. If the storage capacity release percentage set forth on the Statement of Balancing Charges decreases from October to November, these rules will also apply to the amount of storage capacity returned to the Company.

**12. Customers Switching Marketers:**

In the event a customer participating in Monthly Balancing Service switches Marketers, storage inventory volumes shall be returned to Niagara Mohawk by the previous Marketer, and in turn, Niagara Mohawk will transfer same storage inventory volume to the customer's new Marketer. The storage inventory amount will be calculated on the same basis as the storage transfer clause as referenced in Storage Transfer for Customers Migrating. Niagara Mohawk will pay the previous Marketer and receive from the current Marketer the average commodity cost of gas in Niagara Mohawk's storage account as stated on the effective Storage Transfer Rate Statement. In the event the Marketer transfers insufficient storage volumes to Niagara Mohawk, the Company will bill the Marketer the difference between the required amount and the amount actually transferred times the peak forecasted NYMEX price for the remainder of the winter (during November through March) or summer (April through October) months plus the effective demand cost of gas in accordance with Rule 17.3.4 of this rate schedule. The Marketer shall be responsible for all taxes and pipeline fees associated with moving or transferring the storage gas to Niagara Mohawk.

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SUPERSEDING REVISION: 6

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**LOAD AGGREGATION SERVICE: (continued)**

**13. True Up of Actual Usage to Nominations:**

Actual usage for each Monthly Balancing Pool will be trued up to nominations by billing cycle. The difference between the actual usage and the Actual DCQ deliveries will be cashed out using the average of the daily cashout rates described in Rule 29.3.1.2.

**14. Minimum Delivery Requirements:**

Tennessee Gas Pipeline: Marketers with East gate customers will be required to deliver the lesser of a designated percentage of their East gate forecasted DCQ or their Tennessee Gas Pipeline capacity release volume via Tennessee Gas Pipeline on days when the average Albany temperature is below a designated temperature. The percentage and temperature will be specified in the Company's Gas Transportation Operating Procedures Manual. The penalty for not meeting the Tennessee Gas Pipeline delivery requirement will be a per dekatherm charge of \$25 plus the Gas Daily Tennessee Gas Pipeline Zone 6 plus variables from Zone 6-5 or \$50 plus the Gas Daily Tennessee Gas Pipeline Zone 6 plus variables from Zone 6-5 during Company-issued OFOs.

Iroquois Gas Transmission System: All Marketers will be required to deliver the lesser of a designated percentage of their total forecasted DCQ or their Iroquois Gas Transmission System released capacity volume via Iroquois Gas Transmission System each day during November through April. The percentage will be specified in the Company's Gas Transportation Operating Procedures Manual. The penalty for not meeting the Iroquois Gas Transmission System delivery requirement will be a per dekatherm charge of \$25 plus the Gas Daily Iroquois Receipts plus variables within Zone 1 or \$50 plus the Gas Daily Iroquois Receipts plus variables within Zone 1 during Company-issued OFOs.

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NIAGARA MOHAWK POWER CORPORATION  
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SUPERSEDING REVISION: 2

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**SPECIAL CONDITIONS:**

1. Calculation of MPDQ:

A. MPDQ will be calculated according to the following methodology:

“Daily Baseload” equals the customer’s total usage in the two months of lowest usage during the period of June through September, divided by the number of days in the two months. “Annual Baseload” equals Daily Baseload multiplied by 365. “Thermal Usage” equals total usage during the twelve month period minus Annual Baseload. “Degree Day Usage” equals Thermal Usage divided by the total number of degree days during the twelve month period. Maximum Peak Day Quantity equals Degree Day Usage times 75 plus Daily Baseload.

For customers whose Annual Baseload is greater than total annual usage, a negative thermal response will occur. For accounts where a negative thermal response is normal, an alternate formula will be used to calculate the MPDQ.

2. Electronic Filing:

If an electronic version of any required Form set forth in this tariff is utilized, the Marketer’s electronic submittal of such Form will have the full legal force and effect as if a signed document had been delivered to the Company. A Marketer waives any and all rights to challenge the legality of the electronically submitted Form on the grounds that the Company does not have an enforceable written agreement signed by the Marketer.

**TRANSFER OF HISTORICAL USAGE, BILLING AND CREDIT INFORMATION:**

The transfer of historical usage, billing and credit information is set forth in the currently effective UBP Addendum, Section 4.

1. A fee of \$15.00 will be charged for each year of data (customer contact information, billing determinant information, and credit information) beyond the most recent 24 month period, or for detailed interval data per account for any length of term.
2. Information will be provided “as is”, “where is”. No warranty of any kind is offered or provided (including any warranties of merchantability and fitness for a particular purpose).
3. All historic customer information obtained from the Company by a Marketer shall be kept confidential and not disclosed to others, including subcontractors and successors, unless otherwise authorized by the customer. All other customer information, such as account numbers (and any passwords used, if applicable), telephone numbers and service addresses shall also be kept confidential and not disclosed to others, unless otherwise authorized by the customer. These provisions shall survive the Marketer’s/Direct Customer’s participation in the Supplier Select Program.

PSC NO: 219 GAS

NIAGARA MOHAWK POWER CORPORATION

INITIAL EFFECTIVE DATE: 02/01/22

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REVISION: 8

SUPERSEDING REVISION: 6

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)****LOAD AGGREGATION SERVICE: (continued)****TRANSFER OF CURRENT BILLING DATA:**

The currently effective UBP Addendum, Section 4, sets forth the requirements for the transfer of current billing data.

1. Data will be provided “as is”, “where is”. No warranty of any kind is offered or provided (including any warranties of merchantability and fitness for a particular purpose).
2. These provisions shall survive the Marketer’s/Direct Customer’s participation in the Supplier Select Program.

**ALTERNATE BILLING ARRANGEMENTS:**

The currently effective UBP Addendum, Section 9, establishes the requirements for alternative billing arrangements and payment processing options.

1. Billing Charges and Billing Backout Credits:

A customer who receives gas service from a Marketer and receives a consolidated bill from either the Company or the Marketer will receive a Billing Backout Credit as described in the chart below. If the consolidated bill is issued by the Company, the Marketer will pay the billing Charges described in the chart. The following chart sets forth the Customer Billing Backout Credits and the Marketer Billing Charge.

Type of Customer	Type of Marketer Service	Marketer Billing Charge	Customer Backout Credit
Gas Only	Marketer Supplies Gas	\$0.82	\$0.82
Dual Gas & Electric	Marketer Supplies Gas	\$0.41	\$0.41

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### **SERVICE CLASSIFICATION NO. 11**

#### **ALTERNATE BILLING ARRANGEMENTS: (continued)**

2. Account Separation Fee:
  - A. If a combination customer chooses to receive a consolidated bill from a Marketer, but chooses to receive gas and electric supply service from two different suppliers (Company or Marketer/ESCo), the combination account will be separated into separate gas and electric accounts with a single bill (delivery and supply) rendered for each account.
  - B. The party requesting the enrollment or change in billing arrangement that initiates the account separation of a combination account will be charged a fee of \$25.46 to separate the account. This fee shall cover the one time cost of recombining the separate accounts if required in the future.

#### **OTHER BILLING, COLLECTION SERVICES, AND CHARGES:**

The currently effective UBP Addendum, Sections 7 and 8, establishes the requirements for other billing, collection services, and charges.

1. Invoice Payments:
  - A. Upon failure of the Marketer/Direct Customer to make any payment when due, the Company has the right to draw down on any security that may be available, as described in this Service Classification.
  - B. The Company reserves the right to set off against any sums otherwise payable to the Marketer/Direct Customer (i) any amounts invoiced by the Company pursuant to this Service Classification or pursuant to any written agreement with the Marketer/Direct Customer in connection with the Supplier Select Program, or pursuant to the Tariff; (ii) any other sums owed by the Marketer/Direct Customer to the Company; and (iii) any late payment charges or deposits that have not been paid.
  - C. The costs of any payment defaults that occur due to mutually agreed-upon terms between the Company and a Marketer/Direct Customer will not be borne by any other Marketers/Direct Customers, or customers.
  - D. Bills will not be suspended as a consequence of a complaint filed with the DPS.

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NIAGARA MOHAWK POWER CORPORATION

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INITIAL EFFECTIVE DATE: 02/01/22

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**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**OTHER BILLING, COLLECTION SERVICES, AND CHARGES: (continued)**

2. Billing Questions and Disputes:
  - A. All questions concerning invoices shall be directed in writing to the Company's designated department, which will direct such inquiries to the Company's cognizant representatives who will explain how the invoice amounts were determined.
3. Charges to Marketers/Direct Customers from the Company. The Company will charge Marketers/Direct Customers for the following:
  - A. Monthly Cashout of Imbalances pursuant to Rule 29, Forced Balancing OFO Charges, Capacity Release True-Up Charges, and Monthly Balancing Charges.
  - B. Potential late payment charges, at a rate of 1.5% per month, applicable to all overdue billed amounts, including arrears and unpaid late payment charges and to underbillings, as determined through the Dispute Resolution Process set forth in the Uniform Business Practices set forth in the currently effective UBP Addendum. Interest on the latter is payable only when associated with a finding of deficiency on the part of the party holding the funds determined to be due the other party.
  - C. Additional historical customer usage, billing and credit information available upon request under this Service Classification.
  - D. Other rates and charges approved by the PSC and set forth in the Company's Tariff, including, but not limited to transportation or distribution rates, miscellaneous surcharges and taxes.
  - E. Marketer Initiated Disconnect Charges:
    1. When the Company disconnects a gas service to a customer for non-payment of commodity charges initiated by a Marketer, a disconnect charge will be assessed. The charge applicable to all Marketers will be \$54.00.
    2. When the Company disconnects gas service to a customer for non-payment of commodity charges initiated by a Marketer and disconnects the same customer for non-payment of delivery charges for the utility, the charges in 3.E.1. will be reduced by 50 percent.

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NIAGARA MOHAWK POWER CORPORATION  
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**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

OTHER BILLING, COLLECTION SERVICES, AND CHARGES: (continued)

**SWITCHING AND SLAMMING:**

The currently effective UBP Addendum, Section 5, establishes the requirements for switching and slamming.

1. Customer Change of Marketers:

- A. The new Marketer selected by the customer shall provide to the Company notices of requested switches. The notices shall be in the form of an electronic enrollment, and shall comply with the enrollment requirements set forth in this Service Classification. An enrollment must be sent electronically counting 10 business days from the end of the current month, for an enrollment to receive the next month's cycle start date; if this day falls on a holiday, the enrollment must be sent on the last business day prior to the holiday.

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NIAGARA MOHAWK POWER CORPORATION

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STAMPS: Issued in Compliance with Order of PSC in Case 06-G-0059 dated 08/23/07.

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**VERIFICATION OF ACCOUNTS:**

The currently effective UBP Addendum, Section 5, Paragraph L, refers to the verification of accounts.

**BUDGET BILLING ADJUSTMENTS:**

The currently effective UBP Addendum, Section 5, Paragraph L, refers to the budget billing adjustments.

**CUSTOMER RETURN TO COMPANY SALES SERVICE:**

1.     A.     The Company will maintain availability of gas supplies for residential and human needs customers.
- B.     All Monthly Balancing customers except for residential or human needs monthly balancing customers, may return to Sales Service if Niagara Mohawk, in its judgment, has adequate supplies of gas and upstream capacity available to serve the customer and the customer authorizes Niagara Mohawk to recall the upstream pipeline capacity previously released to the customer. If capacity allocated to a customer is recalled from the customer's Marketer, the customer will be provided Sales Service for the balance of the month in which the recall occurred, and for two months thereafter. A customer who does not obtain a qualified Marketer within this period will be required to remain on Sales Service for the minimum term of the applicable Service Classification.
- C.     The Company will charge customers who return to the Company for Sales Service the rates as set forth in the applicable Service Classification.
2.     Daily Balancing customers who are dropped from their Marketer's pool either through a voluntary or involuntary action will default to Daily Balancing as a Direct Customer as more fully explained in the Daily Balancing Service section of this Service Classification.

**SLAMMING, CRAMMING, AND OTHER SIMILAR PRACTICES:**

The currently effective UBP Addendum, Section 5, Paragraph K, and Section 9, Paragraph G, refer to slamming, cramming, and other similar practices.

**DISCONTINUANCE OF SERVICE:**

The currently effective UBP Addendum, Section 5, Paragraph H, refers to Voluntary Discontinuance of Service.

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NIAGARA MOHAWK POWER CORPORATION

REVISION: 2

INITIAL EFFECTIVE DATE: 02/19/04

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**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**RESERVED FOR FUTURE USE**



PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 08/15/04  
STAMPS: Issued in Compliance with Order of PSC in Case 98-M-1343 dated 07/15/04.

LEAF: 193  
REVISION: 2  
SUPERSEDING REVISION: 1

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**DISCONTINUANCE OF SALES BY MARKETER TO AN INDIVIDUAL CUSTOMER:**

The currently effective UBP Addendum, Section 5, refers to Changes in Service Providers.

1. A Marketer may discontinue sales to an individual customer in the Company's service territory at will (except as may be otherwise limited by a contract with the customer), upon submission of a notice to the individual customer and to the Company at least 15 calendar days prior to the discontinuance date.
  - A. The notice to the Company shall be in the form of a completed Drop Request.
  - B. The notice to the customer shall inform the customer:
    1. Of the effective date of the discontinuance, as described in this Service Classification;
    2. Of the customer's option either to select another Marketer to be the energy service provider or, if the customer is a Monthly Balancing Customer, to return to the Company's Sales Service;
    3. That if the customer does select a Marketer, that Marketer will file a switch request with the Company on the customer's behalf, and there will be no fee charged by the Company for the switch;
    4. That for Monthly Balancing Customers, after the discontinuance and until a new Marketer is selected and the switch is completed, service will be provided by the Company under the applicable Tariff rate, unless the Company has notified the customer that delivery services will be terminated on or before the discontinuance date; and
    5. That for Daily Balancing Customers, after the discontinuance and until a new Marketer is selected and the switch is completed, the customer will remain on Daily Balancing Service as provided for in Service Classification No. 11.
2. The discontinuance of a Marketer's Service to a customer will not be deemed effective until the date the Company obtains its next actual meter reading of the customer's meter according to the Company's regular meter reading schedule.
3. If the Marketer does not give the required notice to the customer and to the Company, the Marketer may be determined ineligible by the PSC to sell electricity or natural gas to retail customers in the State of New York and/or may be assessed a monetary penalty by the PSC.

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**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**DISCONTINUANCE OF SALES BY MARKETER TO AN INDIVIDUAL CUSTOMER: (continued)**

4. If after receiving a Marketer's written termination notice, the customer has not contacted the Company or another Marketer during the 15 calendar day period, the customer will receive Sales Service from the Company once again effective as of the next actual meter reading.
5. Upon receipt of a completed enrollment from a subsequent Marketer following the discontinuance notice, the Company will verify the intended switch with the customer in accordance with this Service Classification.
6. A sample copy of the notice to the customer under this process shall be provided to the DPS for review at least 5 calendar days before the letter is sent to the customer.
7. In accordance with Public Service Law, Article 2, and Chapter 686 of the Laws of 2003, effective June 18, 2003, Residential Customers who obtained their commodity service from a Marketer and received a consolidated bill from the Company may have their delivery and commodity services terminated by the Company for failure to pay their commodity charges with a Marketer under the following conditions:
  - A. The Company is notified by the Marketer in a manner and form as prescribed by the Public Service Commission. The request for termination must include sufficient documentation to confirm that such termination was in compliance with Public Service Law, Article 2.
    1. The Company will accept, after review for completeness, a request for suspension of delivery service submitted by the Marketer. A Marketer may request suspension of a Residential Customer's delivery service within one year after termination of the customer's commodity service.
      - a. The Marketer notice to the Company requesting suspension of service to a customer shall, at a minimum, provide:
        1. a statement that the customer received a consolidated bill;
        2. confirmation that the Marketer is able to, and will, take all actions within its control to resume service, in accordance with the terms of its agreement for commodity service, if full payment of the amount that served as the basis for the termination notice is made or a Deferred Payment Agreement is signed;
        3. a statement that the Marketer has not assigned the right to obtain payment to a non-utility; and

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NIAGARA MOHAWK POWER CORPORATION

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**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**DISCONTINUANCE OF SALES BY MARKETER TO AN INDIVIDUAL CUSTOMER: (continued)**

4. the amount the customer must remit to the Marketer (or the billing entity) in order to avoid suspension. This amount will be the lesser of  
a) the amount the customer would have paid to the Company for delivery and commodity service coincident with the time period that the customer is in arrears with the Marketer or, b) the amount due the Marketer plus the amount due the Company for delivery service.
2. Upon receipt of a Marketer's request for termination, the Company will follow HEFPA procedures prior to discontinuing delivery services to the Residential Customer.
3. If the amount calculated by the Company to resume service for a Marketer-initiated suspension of delivery service is less than the amount that the customer is in arrears with the Marketer for termination, the customer will still be liable for any difference between the total arrears owed and the payment made to restore service.
- B. The Company is providing distribution services to the customer at the time of termination.
- C. In accordance with all the provisions of Rule No. 15.10, a Deferred Payment Agreement will be offered by the Company and Marketer, either jointly or separately at the Company's and Marketer's discretion, before service is terminated. The customer must accept and abide by the terms of the Deferred Payment Agreement.
- D. The Marketer may only request the Company to suspend delivery service for the commodity for which the Residential Customer is in arrears to the Marketer.
- E. The Company will implement the Marketer initiated suspension within the same schedule as the Company's suspensions. If the Marketer initiated suspension cannot be implemented on a timely basis, the Marketer will be notified and a subsequent suspension to the Residential Customer will be issued, if necessary and all reasonable action to effectuate suspension as soon as possible will be taken.

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NIAGARA MOHAWK POWER CORPORATION

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STAMPS: Issued in Compliance with Order of PSC in Case No. 98-M-1343 dated 07/15/04.

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**DISCONTINUANCE OF SALES BY MARKETER TO AN INDIVIDUAL CUSTOMER: (continued)**

- F. All Marketer initiated disconnection of service for non-payment of commodity charges will be subject to the charges established by the Company in Case Nos. 99-M-0631 and 03-M-0117 and will be the responsibility of the Marketer requesting suspension as per Rule 3E of Service Classification No. 11 – Other Billing, Collection Service, and Charges.
- G. The Company will take all action within its control necessary to resume service of gas delivery and commodity to the Residential Customer if the customer makes full payment of the amount of arrears that were the basis for the termination.
- H. The Marketer must provide evidence to the Company that the customer's enrollment for the service has been dropped.

**INVOLUNTARY DISCONTINUANCE OF A MARKETER'S PARTICIPATION IN THE SUPPLIER SELECT PROGRAM:**

The currently effective UBP Addendum, Section 2, Paragraph F, sets forth the involuntary discontinuance of a marketer's participation in the supplier select program.

- 1. The Marketer may contest any suspension or proposed discontinuance of participation in the Company's Supplier Select Program by use of the Dispute Resolution Process set forth in Section 8 of the currently effective UBP Addendum, if that process is initiated in a timely manner.

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REVISION: 4  
SUPERSEDING REVISION: 3

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**DISCONTINUANCE OF A DIRECT CUSTOMER:**

The currently effective UBP Addendum, Section 2, Paragraph F, sets forth the discontinuance of a direct customer.

**ASSIGNMENT OF MARKETER CONTRACTS:**

The currently effective UBP Addendum, Section 5, Paragraph J, sets forth assignment of marketer contracts.

**DISPUTE RESOLUTION PROCESS:**

The currently effective UBP Addendum, Section 8, sets forth the dispute resolution process.

**LIMITATION OF LIABILITY:**

1. The Company shall not be liable to a customer or a Marketer/Direct Customer for any damages or losses of any nature (including economic losses), or for any costs or expenses (including attorneys' fees), or for any judgments or claims, directly or indirectly caused by, arising out of, or resulting from the Company's acts or omissions under this Service Classification, or from its supply of data and information, or under any legal or regulatory requirements related to the Supplier Select Program, except for any damages or losses caused by the gross negligence or intentional misconduct of the Company.
2. The Company shall not be liable to a customer for any damages or losses of any nature (including economic losses), or for any costs or expenses (including attorneys' fees), or for any judgments or claims, directly or indirectly caused to the customer by any act or omission of a Marketer/Direct Customer.
3. The Company shall not be liable to a Marketer/Direct Customer for any damages or losses of any nature (including economic losses), or for any costs or expenses (including attorneys' fees), or for any judgments or claims, directly or indirectly caused to the Marketer/Direct Customer by any act or omission of a customer.
4. Any suspension or termination of a Marketer/Direct Customer shall be without any liability to the Company.
5. The Company's total cumulative liability to a Marketer/Direct Customer or a customer whether arising out of Tariff, contract, tort (including negligence and strict liability) or otherwise, shall be limited to direct damages.

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 02/19/04

LEAF: 197  
REVISION: 2  
SUPERSEDING REVISION: 0  
(REVISION 1 PENDING)

STAMPS: Issued in Compliance with Order of PSC in Case 98-M-1343 dated 11/21/03.

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**LIMITATION OF LIABILITY: (continued)**

6. In no event shall the Company be liable to a customer or a Marketer/Direct Customer, whether in contract, tort (including negligence and strict liability), or otherwise, for any and all special, indirect, penal, punitive, or consequential damage of any kind, including, but not limited to, loss of use of equipment or facilities, lost profits or revenues, expenses involving cost of capital, cost of repair or cleanup, additional costs involved in construction or operation of facilities, or claims of customers or suppliers. The provisions of the Service Classification shall survive the customer's and the Marketer/Direct Customer's participation in the Supplier Select Program.

**INDEMNIFICATION:**

1. A Marketer/Direct Customer, to the fullest extent of the law, shall indemnify, defend, and save harmless the Company from and against any loss, damage, liability, cost, suit, charge, expense (including attorney's fees), claim, investigation, proceeding, or cause of action, which may at any time be imposed on, incurred by, or asserted against the Company and in any way relates to or is claimed to relate to or arise out of any damage or injury to property (including real property, personal property, and environmental damages), persons (including injuries resulting in death), or any economic losses, by or to third parties (including customers), that are directly or indirectly caused by or arise out of or are in any way connected with the Marketer/Direct Customer's acts or omissions (including the Marketer/Direct Customer's performance or non-performance of its agreements with customers).

**SPECIAL PROVISIONS:**

1. Subject to the jurisdiction of the PSC, a Marketer/Direct Customer's participation in the Supplier Select Program shall constitute the Marketer/Direct Customer's consent to the personal jurisdiction of courts in the State of New York in any litigation or proceeding concerning any matters related to that Marketer/Direct Customer's participation in the Supplier Select Program.

PSC NO: 219 GAS

LEAF: 198

NIAGARA MOHAWK POWER CORPORATION

REVISION: 2

INITIAL EFFECTIVE DATE: 02/19/04

SUPERSEDING REVISION: 1

STAMPS: Issued in Compliance with Order of PSC in Case 98-M-1343 dated 11/21/03.

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**RESERVED FOR FUTURE USE**

PSC NO: 219 GAS

LEAF: 199

NIAGARA MOHAWK POWER CORPORATION

REVISION: 2

INITIAL EFFECTIVE DATE: 02/19/04

SUPERSEDING REVISION: 1

STAMPS: Issued in Compliance with Order of PSC in Case 98-M-1343 dated 11/21/03.

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**RESERVED FOR FUTURE USE**



PSC NO: 219 GAS

LEAF: 199.1

NIAGARA MOHAWK POWER CORPORATION

REVISION: 2

INITIAL EFFECTIVE DATE: 02/19/04

SUPERSEDING REVISION: 1

STAMPS: Issued in Compliance with Order of PSC in Case 98-M-1343 dated 11/21/03.

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**RESERVED FOR FUTURE USE**

Issued By: William F. Edwards, President, Syracuse, New York

PSC NO: 219 GAS

LEAF: 200

NIAGARA MOHAWK POWER CORPORATION

REVISION: 2

INITIAL EFFECTIVE DATE: 02/19/04

SUPERSEDING REVISION: 1

STAMPS: Issued in Compliance with Order of PSC in Case 98-M-1343 dated 11/21/03.

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**RESERVED FOR FUTURE USE**

PSC NO: 219 GAS

LEAF: 201

NIAGARA MOHAWK POWER CORPORATION

REVISION: 1

INITIAL EFFECTIVE DATE: 02/19/04

SUPERSEDING REVISION: 0

STAMPS: Issued in Compliance with Order of PSC in Case 98-M-1343 dated 11/21/03.

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**RESERVED FOR FUTURE USE**

PSC NO: 219 GAS

LEAF: 202

NIAGARA MOHAWK POWER CORPORATION

REVISION: 2

INITIAL EFFECTIVE DATE: 02/19/04

SUPERSEDING REVISION: 1

STAMPS: Issued in Compliance with Order of PSC in Case 98-M-1343 dated 11/21/03.

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**RESERVED FOR FUTURE USE**

PSC NO: 219 GAS

LEAF: 203

NIAGARA MOHAWK POWER CORPORATION

REVISION: 1

INITIAL EFFECTIVE DATE: 02/19/04

SUPERSEDING REVISION: 0

STAMPS: Issued in Compliance with Order of PSC in Case 98-M-1343 dated 11/21/03.

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**RESERVED FOR FUTURE USE**

PSC NO: 219 GAS

LEAF: 204

NIAGARA MOHAWK POWER CORPORATION

REVISION: 2

INITIAL EFFECTIVE DATE: 02/19/04

SUPERSEDING REVISION: 1

STAMPS: Issued in Compliance with Order of PSC in Case 98-M-1343 dated 11/21/03.

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**RESERVED FOR FUTURE USE**

Issued By: William F. Edwards, President, Syracuse, New York

PSC NO: 219 GAS

LEAF: 205

NIAGARA MOHAWK POWER CORPORATION

REVISION: 3

INITIAL EFFECTIVE DATE: 02/19/04

SUPERSEDING REVISION: 2

STAMPS: Issued in Compliance with Order of PSC in Case 98-M-1343 dated 11/21/03.

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**RESERVED FOR FUTURE USE**

PSC NO: 219 GAS

LEAF: 205.1

NIAGARA MOHAWK POWER CORPORATION

REVISION: 1

INITIAL EFFECTIVE DATE: 02/19/04

SUPERSEDING REVISION: 0

STAMPS: Issued in Compliance with Order of PSC in Case 98-M-1343 dated 11/21/03.

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**RESERVED FOR FUTURE USE**

Issued By: William F. Edwards, President, Syracuse, New York



PSC NO: 219 GAS

LEAF: 205.2

NIAGARA MOHAWK POWER CORPORATION

REVISION: 1

INITIAL EFFECTIVE DATE: 02/19/04

SUPERSEDING REVISION: 0

STAMPS: Issued in Compliance with Order of PSC in Case 98-M-1343 dated 11/21/03.

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**RESERVED FOR FUTURE USE**

Issued By: William F. Edwards, President, Syracuse, New York

PSC NO: 219 GAS

LEAF: 206

NIAGARA MOHAWK POWER CORPORATION

REVISION: 1

INITIAL EFFECTIVE DATE: 02/19/04

SUPERSEDING REVISION: 0

STAMPS: Issued in Compliance with Order of PSC in Case 98-M-1343 dated 11/21/03.

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**RESERVED FOR FUTURE USE**

Issued By: William F. Edwards, President, Syracuse, New York

PSC NO: 219 GAS

LEAF: 207

NIAGARA MOHAWK POWER CORPORATION

REVISION: 1

INITIAL EFFECTIVE DATE: 02/19/04

SUPERSEDING REVISION: 0

STAMPS: Issued in Compliance with Order of PSC in Case 98-M-1343 dated 11/21/03.

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**RESERVED FOR FUTURE USE**

PSC NO: 219 GAS

LEAF: 208

NIAGARA MOHAWK POWER CORPORATION

REVISION: 1

INITIAL EFFECTIVE DATE: 02/19/04

SUPERSEDING REVISION: 0

STAMPS: Issued in Compliance with Order of PSC in Case 98-M-1343 dated 11/21/03.

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**RESERVED FOR FUTURE USE**

PSC NO: 219 GAS

LEAF: 209

NIAGARA MOHAWK POWER CORPORATION

REVISION: 1

INITIAL EFFECTIVE DATE: 02/19/04

SUPERSEDING REVISION: 0

STAMPS: Issued in Compliance with Order of PSC in Case 98-M-1343 dated 11/21/03.

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**RESERVED FOR FUTURE USE**

PSC NO: 219 GAS

LEAF: 210

NIAGARA MOHAWK POWER CORPORATION

REVISION: 1

INITIAL EFFECTIVE DATE: 02/19/04

SUPERSEDING REVISION: 0

STAMPS: Issued in Compliance with Order of PSC in Case 98-M-1343 dated 11/21/03.

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**RESERVED FOR FUTURE USE**

PSC NO: 219 GAS

LEAF: 211

NIAGARA MOHAWK POWER CORPORATION

REVISION: 1

INITIAL EFFECTIVE DATE: 02/19/04

SUPERSEDING REVISION: 0

STAMPS: Issued in Compliance with Order of PSC in Case 98-M-1343 dated 11/21/03.

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**RESERVED FOR FUTURE USE**

PSC NO: 219 GAS

LEAF: 212

NIAGARA MOHAWK POWER CORPORATION

REVISION: 1

INITIAL EFFECTIVE DATE: 02/19/04

SUPERSEDING REVISION: 0

STAMPS: Issued in Compliance with Order of PSC in Case 98-M-1343 dated 11/21/03.

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**RESERVED FOR FUTURE USE**



PSC NO: 219 GAS

LEAF: 213

NIAGARA MOHAWK POWER CORPORATION

REVISION: 1

INITIAL EFFECTIVE DATE: 02/19/04

SUPERSEDING REVISION: 0

STAMPS: Issued in Compliance with Order of PSC in Case 98-M-1343 dated 11/21/03.

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**RESERVED FOR FUTURE USE**

Issued By: William F. Edwards, President, Syracuse, New York

PSC NO: 219 GAS

LEAF: 214

NIAGARA MOHAWK POWER CORPORATION

REVISION: 1

INITIAL EFFECTIVE DATE: 02/19/04

SUPERSEDING REVISION: 0

STAMPS: Issued in Compliance with Order of PSC in Case 98-M-1343 dated 11/21/03.

**SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (CONTINUED)**

**RESERVED FOR FUTURE USE**

Issued By: William F. Edwards, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 05/14/04

LEAF: 215  
REVISION: 4  
SUPERSEDING REVISION: 3

STAMPS: Issued in Compliance with Order of PSC in Case 02-M-0515 dated 12/03/03.

**SERVICE CLASSIFICATION NO. 12  
DISTRIBUTED GENERATION SERVICE – NON-RESIDENTIAL**

**APPLICABLE TO USE OF SERVICE FOR:**

Any Non-Residential customer using distributed generation technologies not otherwise provided under Rule 18 of this Rate Schedule, including, but not limited to, microturbines, internal combustion engines and fuel cells. Service is firm service and is applicable to baseload DG units. Service is not available to DG units operating on a peaking basis. Service is available to customers who demonstrate the ability to operate at a minimum load factor of 50%, within the first year of service, and have Distributed Generation units with capacity of less than 50 MW. The electricity generated must be used solely to supply all or part of a customer's, or specific customer's electrical and/or thermal requirements within a defined geographical location. Load factor is defined as annual usage divided by (winter peak day use multiplied by 365 days). The distributed generation technologies must be installed and fully operable before taking service under Service Classification No. 12.

The Delivery Service rates available under this Service Classification will be the ceiling price in effect until at least thirty-six months after the initial effective date of this Service Classification.

**CHARACTER OF SERVICE:**

**Customers Purchasing Gas Supply from an Alternate Supplier:**

Delivery of customer-owned gas, pipeline quality, on a firm basis from a receipt point within the Company's service territory to which this schedule applies to the facilities at the customer's existing delivery point, as specified in the customer's Application for Firm Transportation Service. Customer-owned gas to be transported by the Company must have a minimum BTU value of 1,000 British Thermal Units per cubic foot on a dry basis. The gas quality must meet the Public Service Commission's rules and regulations regarding concentrations of hydrogen sulfide, total sulfur and ammonia. Filtration of dust and liquid hydrocarbons, and water removal will be required. Delivery pressure will be determined at the sole discretion of the Company but will not be less than four (4) inches, water column.

**Customers Purchasing Gas Supply from Niagara Mohawk:**

Continuous, natural gas or a mixture of natural gas and other gas of not less than 1,000 British Thermal Units per cubic foot on a dry basis. Delivery pressure will be determined at the sole discretion of the Company but will not be less than four (4) inches, water column. 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 require the purchase of incremental capacity on the transmission system of its pipeline suppliers.

PSC NO: 219 GAS  
 NIAGARA MOHAWK POWER CORPORATION  
 INITIAL EFFECTIVE DATE: 07/01/23  
 STAMPS: Issued in compliance with order in Case 20-G-0381 dated January 20, 2022

LEAF: 215.1  
 REVISION: 17  
 SUPERSEDING REVISION: 16

**SERVICE CLASSIFICATION NO. 12  
 DISTRIBUTED GENERATION SERVICE – NON-RESIDENTIAL (CONTINUED)**

**MONTHLY DELIVERY SERVICE RATES:**

**For Customers with DG Units Rated at Less Than 5 MW:**

<u>Monthly Rate</u>	<u>Annual Consumption Less than 250,000 Therms</u>	<u>Annual Consumption 250,000 to 1,000,000 Therms</u>
First 3 Therms or Less per Month per Meter	\$200.00	\$500.00
Over 3 Therms per Therm (April – October)	\$0.04809	\$0.04606
Over 3 Therms per Therm (November – March)	\$0.06463	\$0.05760

<u>Monthly Rate</u>	<u>Annual Consumption Greater than 1,000,000 Therms But Less than 2,500,000 Therms</u>	<u>Annual Consumption Greater than 2,500,000 Therms</u>
	<u>Summer (April – October)</u>	<u>Winter (November – March)</u>
First 100 Therms or Less per Month per Meter	\$1,550.00	\$1,550.00
Next 499,900 Therms per Therm	\$0.04234	\$0.05382
Over 500,000 Therms per Therm	\$0.03630	\$0.04614

**For Customers with DG Units Rated At Least 5 MW, but Less Than 50 MW:**

<u>Monthly Rate</u>	<u>Annual Consumption Greater than 2,500,000 Therms</u>	<u>Annual Consumption Greater than 2,500,000 Therms</u>
	<u>Summer (April – October)</u>	<u>Winter (November – March)</u>
First 3 Therms or Less per Month per Meter	\$1,550.00	\$1,550.00
Over 3 Therms per Therm	\$0.00847	\$0.01073
Demand Charge per Therm of MPDQ	\$0.86610	\$0.86610

PSC NO: 219 GAS

LEAF: 215.2

NIAGARA MOHAWK POWER CORPORATION

REVISION: 12

INITIAL EFFECTIVE DATE: 02/01/22

SUPERSEDING REVISION: 10

STAMPS: Issued in compliance with order in Case 20-G-0381 dated January 20, 2022

**SERVICE CLASSIFICATION NO. 12  
DISTRIBUTED GENERATION SERVICE – NON-RESIDENTIAL (CONTINUED)**

**MONTHLY DELIVERY SERVICE RATES: (continued)****Monthly Minimum Charge:**

The minimum monthly charge shall be the sum of the applicable Customer Charge and Demand charge for the month. In addition to the minimum charge, customers may be required to pay a surcharge when service is taken from a main extension constructed in accordance with Rule 10, General Information.

**Incremental Expenses:**

The Company's main extension and service extension policy set forth in Rule 10 and 11 of this rate schedule shall apply to service rendered hereunder. As stated in Rule 10.3.9, gas applications for firm sales and firm transportation service of 25,700 Dt or more per year and all levels of interruptible sales and interruptible transportation, the Company will require that the cost of the main extension and system improvements, if required, be justified by adjusted gas revenues within a two (2) year period. In the event that actual adjusted gas revenues within a two (2) year period do not equal or exceed the cost of the facilities installed in excess of the allowance provided in Rule 10.1, the customer will be required to pay a contribution for the cost of the facilities not covered by adjusted gas revenues. The amount of the required contribution will be set forth on Gas Main Extension Form C.

**Determination of Demand:**

The Maximum Peak Day Quantity (MPDQ) will be initially set based on the rated fuel requirements of the installed distributed generation equipment and the customer's electric requirements. Should the customer's actual daily usage on any day during the November through March winter period exceed the initial MPDQ, the MPDQ will be deemed to have changed in the service agreement. Thereafter, on April 1<sup>st</sup> of each year, the MPDQ will be recalculated at the highest actual daily volume served during the previous winter period November through March. In the event that 50% of the Summer Peak Demand is greater than the currently effective Monthly Billing Demand, the Billing Demand will be reset to 50% of the Summer Peak Demand.

**MONTHLY COST OF GAS:**

In addition to the above Delivery Service Charges, customers purchasing their Gas Supply Service from the Company will pay the Monthly Cost of Gas per Therm of gas supplied hereunder as explained in Rule 17 of this schedule.

**MERCHANT FUNCTION CHARGE:**

Customers purchasing their Gas Supply Service from the Company will be subject to a Merchant Function Charge hereunder as explained in Rule 33 of this schedule.

**DELIVERY SERVICE ADJUSTMENTS:**

All customers taking service under this Service Classification shall be subject to Delivery Service Adjustments as explained in Rule 45.

PSC NO: 219 GAS

LEAF: 215.2.1

NIAGARA MOHAWK POWER CORPORATION

REVISION: 0

INITIAL EFFECTIVE DATE:02/01/22

SUPERSEDING REVISION:

STAMPS: Issued in compliance with order in Case 20-G-0381 dated January 20, 2022

**SERVICE CLASSIFICATION NO. 12**  
**DISTRIBUTED GENERATION SERVICE – NON-RESIDENTIAL (CONTINUED)**

**STATEMENT OF TRANSPORTATION RATES:**

The effective monthly rates for transportation service applicable to billings for Service Classification Nos. 1, 2, 5, 6, 7, 8, 9, 12 and 13 will be filed with the Public Service Commission apart from this rate schedule not less than two (2) days prior to the first of each month. Such statement will be available to the public on the Company's website at [www.nationalgridus.com](http://www.nationalgridus.com).

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 01/15/14  
STAMPS: Issued in compliance with order in Case No. 13-M-0061 dated November 18, 2013

LEAF: 215.3  
REVISION: 2  
SUPERSEDING REVISION: 1

**SERVICE CLASSIFICATION NO. 12  
DISTRIBUTED GENERATION SERVICE – NON-RESIDENTIAL (CONTINUED)**

**APPROVED REMOTE METERING:**

All service rendered hereunder shall be metered separately from any other gas service provided to customers at the customer's location.

All Daily Balancing customers served under Service Classification No. 12 shall have an Approved Remote Meter installed and operable as set forth in Rule 13.5. All other Service Classification No. 12 customers (Sales Service/Monthly Balancing customers) may, at the Company's sole discretion, have Approved Remote Meters installed by the Company at the Company's expense.

**BALANCING:**

Customers electing delivery only service under Service Classification No. 12 must participate in Daily Balancing Service under Service Classification No. 11. Daily Balancing is subject to daily and monthly cashout and/or imbalance trading in accordance with Rule 29 of this tariff.

Customers electing commodity service who subsequently elect to migrate to an alternate supplier must participate in Monthly Balancing Service under Service Classification No. 11.

**BTU ADJUSTMENT:**

Volumes of gas registered at the customer's meter, in CCF, will be adjusted for BTU content, in Therms, as stated in Rule 14.3.

**INCREASE IN RATES AND CHARGES:**

The rates and charges under this Service Classification will be increased by a tax factor pursuant to Rule.

**TERMS OF PAYMENT:**

Bills are due and payable. Full payment must be received on or before the date shown on the bill to avoid a potential late payment charge of one and one-half percent (1 1/2%) pursuant to Rule 15.2.

**TERM:**

One year initially, and renewable on a year-to-year basis thereafter. Cancellation requires written notice by the Company or customer thirty days prior to the expiration of the annual term of service. Customers not meeting the minimum load factor requirement for this service class after a period of one year will be removed from the service class, on the next scheduled read date, for at least a one year period. Customers submitting proof of mitigating circumstances, as solely determined by the Company, will be allowed to remain on Service Classification No. 12, but will be subject to an additional review after the subsequent twelve month period.

Issued By: Kenneth D. Daly, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 04/01/18

LEAF: 215.4  
REVISION: 2  
SUPERSEDING REVISION:0

STAMPS: Issued in compliance with order in Case No. 17-G-0239 dated March 15, 2018.

**SERVICE CLASSIFICATION NO. 12  
DISTRIBUTED GENERATION SERVICE – NON-RESIDENTIAL (CONTINUED)**

**TERM: (continued)**

For customers switching energy suppliers the request shall be submitted to the Company not later than 15 calendar days prior to the month service is to commence. The actual switch will then occur on the customer's regular meter reading date.

**START-UP:**

Rates under this service class shall be effective on the Commercial Operation Date of the Distributed Generation Customer. The Commercial Operation Date will be the first day of the month of continuous operation of the DG unit. Start-up service will not be supplied under the terms of this service classification.

**SPECIAL PROVISIONS:**

1. Company shall not be obligated to supply service facilities of a capacity in excess of that necessary to supply utilization equipment normally and regularly used by customer.
2. Written application upon Company's prescribed forms is required.
3. Whenever service is supplied where extension of distribution main facilities for service is requested, construction will be in accordance to Rule 10 of this tariff.
4. Company will supply service to gas-fired emergency electric generators in accordance with Rule 18 of this tariff.
5. Service taken under this Service Classification will not be eligible for a limited-duration bill reduction treatment as described in Rule 23, Empire Zone Rider.
6. Budget bills will be computed in accordance with Rule 15.7.6.
7. Full cooperation is required from customer and customer's gas supplier so that the Company may accurately determine the quantities of customer-owned gas delivered into the Company's distribution system by the customer and those quantities of customer-owned gas actually transported to the customer by the Company.
8. 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 and until it has been delivered to the customer. The customer shall be deemed to be in possession and control of the gas prior to such receipt by the Company and after such delivery.

Issued By: Kenneth D. Daly, President, Syracuse, New York



PSC NO: 219 GAS

LEAF: 215.5

NIAGARA MOHAWK POWER CORPORATION

REVISION: 0

INITIAL EFFECTIVE DATE: 01/01/04

SUPERSEDING REVISION:

STAMPS: Issued in Compliance with Order of PSC in Case 02-M-0515 dated 12/03/03.

**SERVICE CLASSIFICATION NO. 12**  
**DISTRIBUTED GENERATION SERVICE – NON-RESIDENTIAL (CONTINUED)**

**SPECIAL PROVISIONS: (continued)**

9. 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 rights or ability 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 under these rates.
10. Firm transportation service will be provided only when and to the extent that the Company in its sole judgment has sufficient capacity available.
11. Each customer under this Service Classification warrants that it will, at the time the Company receives the gas 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.
12. During the Term of Service Agreement, customer's equipment supplied with gas hereunder will not be supplied with gas under another Service Classification.
13. The Company's obligation to deliver customer-owned gas is defined in Rule 3.2 of General Information.
14. The Company's procedure for short term and long term curtailment is defined in Rule 3.6 and 3.7 of General Information.

Issued By: William F. Edwards, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 07/01/23

LEAF: 216  
REVISION: 15  
SUPERSEDING REVISION: 14

STAMPS: Issued in compliance with order in Case 20-G-0381 dated January 20, 2022

**SERVICE CLASSIFICATION NO. 13  
DISTRIBUTED GENERATION SERVICE – RESIDENTIAL**

**APPLICABLE TO USE OF SERVICE FOR:**

Residential purpose customers using Distributed Generation technologies who would otherwise qualify for service under Service Classification No. 1 of this rate schedule. Service under this rate schedule is not available to customers eligible for service provided under Rule 18 of this rate schedule. Distributed Generation technologies for Residential Service include but are not limited to, fuel cells and micro-turbines used to generate electricity for domestic services. Service is firm service. The Distributed Generation technologies must be installed and fully operable before taking service under Service Classification No. 13.

**CHARACTER OF SERVICE:**

**Customers Purchasing Gas Supply from an Alternate Supplier:**

Delivery of customer-owned gas, pipeline quality, on a firm basis from a receipt point within the Company's service territory to which this schedule applies to the facilities at the customer's existing delivery point, as specified in the customer's Application for Firm Transportation Service. Customer-owned gas to be transported by the Company must have a minimum BTU value of 1,000 British Thermal Units per cubic foot on a dry basis. The gas quality must meet the Public Service Commission's rules and regulations regarding concentrations of hydrogen sulfide, total sulfur and ammonia. Filtration of dust and liquid hydrocarbons, and water removal will be required. Delivery pressure will be determined at the sole discretion of the Company but will not be less than four (4) inches, water column.

**Customers Purchasing Gas Supply from Niagara Mohawk:**

Continuous, natural gas or a mixture of natural gas and other gas of not less than 1,000 British Thermal Units per cubic foot on a dry basis. Delivery pressure will be determined at the sole discretion of the Company but will not be less than four (4) inches, water column. 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 require the purchase of incremental capacity on the transmission system of its pipeline suppliers.

**MONTHLY DELIVERY SERVICE RATES:**

All Customers, as described above:

	<u>Delivery Service Rate</u>
First 3 Therms or Less per Month per Meter	\$28.00
Over 3 Therms per Therm	\$0.09234

PSC NO: 219 GAS

LEAF: 216.1

NIAGARA MOHAWK POWER CORPORATION

REVISION: 21

INITIAL EFFECTIVE DATE: 02/01/22

SUPERSEDING REVISION: 19

STAMPS: Issued in compliance with order in Case 20-G-0381 dated January 20, 2022

**SERVICE CLASSIFICATION NO. 13  
DISTRIBUTED GENERATION SERVICE – RESIDENTIAL (CONTINUED)**

**MONTHLY MINIMUM CHARGE:**

The monthly minimum charge for service under this Rate Schedule is \$28.00. In addition to the minimum charge, customers may be required to pay a surcharge when service is taken from a main extension constructed in accordance with Rule 10, General Information.

**INCREMENTAL EXPENSES:**

In the event the customer's application for service under this Service Classification requires any system reinforcements, including installation of larger capacity service lines and appurtenant facilities, these reinforcements will be provided solely at the customer's expense.

**MONTHLY COST OF GAS:**

In addition to the above Delivery Service Charges, customers purchasing their Gas Supply Service from the Company will pay the Monthly Cost of Gas per Therm of gas supplied hereunder as explained in Rule 17 of this schedule.

**MERCHANT FUNCTION CHARGE:**

Customers purchasing their Gas Supply Service from the Company will be subject to a Merchant Function Charge hereunder as explained in Rule 33 of this schedule.

**DELIVERY SERVICE ADJUSTMENTS:**

All Customers taking service under this Service Classification shall be subject to Delivery Service Adjustments as explained in Rule 45.

**STATEMENT OF TRANSPORTATION RATES:**

The effective monthly rates for transportation service applicable to billings for Service Classification Nos. 1, 2, 5, 6, 7, 8, 9, 12 and 13 will be filed with the Public Service Commission apart from this rate schedule not less than two (2) days prior to the first of each month. Such statement will be available to the public on the Company's website at [www.nationalgridus.com](http://www.nationalgridus.com).

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 04/01/13

LEAF: 216.1.1  
REVISION: 1  
SUPERSEDING REVISION:

STAMPS: Issued in compliance with order in Case No. 12-G-0202 dated March 15, 2013

**SERVICE CLASSIFICATION NO. 13  
DISTRIBUTED GENERATION SERVICE – RESIDENTIAL (CONTINUED)**

**APPROVED REMOTE METERING:**

An Approved Remote Meter (ARM) device will not be required for this service. However, upon prior notice to the customer, the Company reserves the right to install an ARM at its own expense. Should the Company decide to install an ARM, the customer shall provide access to an electrical supply, if necessary, and phone line for the operation of the device in an area acceptable to the Company. The customer will not be required to provide a dedicated phone line.

**BALANCING:**

Customers electing delivery only service under Service Classification No. 13 must participate in Monthly Balancing Service under Service Classification No. 11 – Load Aggregation.

**CUSTOMER QUALIFICATION:**

The Company may utilize, at its sole discretion, load shape analysis to verify the customer's continued eligibility for Service Classification No. 13. In the event the customer's gas usage is less than expected, triggering a site visit where it is determined that the installed Distributed Generation equipment is no longer operational or has been removed, the customer will be billed, prospectively, on Service Classification No. 1.

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 01/15/14  
STAMPS: Issued in compliance with order in Case No. 13-M-0061 dated November 18, 2013

LEAF: 216.2  
REVISION: 2  
SUPERSEDING REVISION: 1

**SERVICE CLASSIFICATION NO. 13  
DISTRIBUTED GENERATION SERVICE – RESIDENTIAL (CONTINUED)**

**BTU ADJUSTMENT:**

Volumes of gas registered at the customer's meter, in CCF, will be adjusted for BTU content, in Therms, as stated in Rule 14.3.

**INCREASE IN RATES AND CHARGES:**

The rates and charges under this Service Classification will be increased by a tax factor pursuant to Rule 19.

**TERMS OF PAYMENT:**

Bills are due and payable. Full payment must be received on or before the date shown on the bill to avoid a potential late payment charge of one and one-half percent (1 1/2%) pursuant to Rule 15.2.

**TERM:**

One month and thereafter until terminated by forty-eight hours notice to the Company. For customers switching energy suppliers, the request shall be submitted to the Company not later than 15 calendar days prior to the month service is to commence. The actual switch will then occur on the customer's regular meter reading date.

**Initial Effective Date**

Rates under this Service Classification shall be effective on the Initial Operation Date of the Distributed Generation Unit. The Initial Operation Date will be the first scheduled read date subsequent to the first day of the month of continuous operation of the DG Unit.

**SPECIAL PROVISIONS APPLICABLE TO BOTH DELIVERY SERVICE ONLY AND CUSTOMERS ALSO PURCHASING GAS SUPPLY FROM NIAGARA MOHAWK:**

1. Company shall not be obligated to supply service facilities of a capacity in excess of that necessary to supply utilization equipment normally and regularly used by customer.
2. Written application upon Company's prescribed forms is required.
3. Whenever service is supplied where extension of distribution main facilities for service is requested, construction will be in accordance to Rule 10 of this tariff.
4. Company will supply service to gas-fired emergency electric generators in accordance with Rule 18 of this tariff.
5. Budget bills will be computed in accordance with Rule 15.7.6.

Issued By: Kenneth D. Daly, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 11/03/04

LEAF: 216.3  
REVISION: 0  
SUPERSEDING REVISION:

STAMPS: Issued in Compliance with Order of PSC in Case 02-M-0515 dated 08/04/04.

**SERVICE CLASSIFICATION NO. 13  
DISTRIBUTED GENERATION SERVICE – RESIDENTIAL (CONTINUED)**

**SPECIAL PROVISIONS APPLICABLE TO BOTH DELIVERY SERVICE ONLY AND CUSTOMERS  
ALSO PURCHASING GAS SUPPLY FROM NIAGARA MOHAWK: (continued)**

6. During the Term of Service Agreement, customer's equipment supplied with gas hereunder will not be supplied with gas under another Service Classification.
7. The Company's procedure for short term and long term curtailment is defined in Rule 3.6 and 3.7 of General Information.
8. 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 rights or ability 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 under these rates.

**SPECIAL PROVISIONS APPLICABLE TO DELIVERY SERVICE ONLY CUSTOMERS:**

1. Full cooperation is required from customer and customer's gas supplier so that the Company may accurately determine the quantities of customer-owned gas delivered into the Company's distribution system by the customer and those quantities of customer-owned gas actually transported to the customer by the Company.
2. 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 and until it has been delivered to the customer. The customer shall be deemed to be in possession and control of the gas prior to such receipt by the Company and after such delivery.
3. Customers participating in Monthly Balancing must pay a stand-by charge per them of MPDQ as set forth on the Statement of Transportation Rate Adjustment.
4. Each customer under this Service Classification warrants that it will, at the time the Company receives the gas 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.
5. The Company's obligation to deliver customer-owned gas is defined in Rule 3.2 of General Information.

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 11/01/18  
STAMPS:

LEAF: 217  
REVISION: 7  
SUPERSEDING REVISION: 6

**SERVICE CLASSIFICATION NO. 14  
GAS TRANSPORTATION SERVICE FOR DUAL FUEL ELECTRIC GENERATORS**

**A. DEFINITIONS:**

For the purposes of this service classification, the following terms have the meaning stated below:

“Annual Total Value Added Charge” - The sum of the Monthly Total Value Added Charges for the twelve months in the Test Year.

“Base Year Spark Spread” - The simple average of the Spark Spread for all 8784 hours of the Base Year. The Base Year is defined as the first full year of the operation of the NYISO starting December 1, 1999.

“Contract Year” - The 365 consecutive Days beginning on the first day of the month following the Effective Date, and each subsequent 365-Day period, or 366 Days for leap years.

“Customer’s Heat Rate” – There will be four different proxy heat rates depending on what technology the Customer’s unit employs.

Tier 1 – 17.5 MMBTU/MWH for older, simple cycle peaking units (those units which commenced operation prior to December 31<sup>st</sup>, 1998)

Tier 2 – 11.0 MMBTU/MWH for Rankine Cycle steam units

Tier 3 – 10.0 MMBTU/MWH for new, simple cycle peaking units

Tier 4 – 7.4 MMBTU/MWH for combination cycle plants

“Customer’s MWH Generated Output” - The MWH resulting from the division of the customer’s hourly therm consumption divided by the Customer’s Heat Rate for the applicable tier level.

“Daily Gas Purchase Price” – Equal to Daily Cashout Rate as described in Rule 29.3.1.2.

“Daily Gas Sales Price” – Equal to Daily Cashout Rate as described in Rule 29.3.1.2.

“Day” – The consecutive twenty four (24) hour period defined by the North American Energy Standard Board (“NAESB”) as the Gas Day (currently commencing at 10 a.m. Eastern Time).

“Dekatherm” (DTH) - 1,000,000 British Thermal Units (1 MMBTU).

“Delivery Point” - The metered interconnection owned and maintained by the Company between the facilities of the Company and the customer.

“Delivery Quantity” - The quantity of customer-owned gas transported by the Company minus the amount retained by the Company for Losses and actually delivered to customer at the Delivery Point.

“Effective Date” - The first Day following the later of (a) thirty (30) days after an executed contract has been on file with the New York Public Service Commission (PSC), (b) the start date specified in the Service Agreement for which the term would be effective, or (c) satisfaction of all conditions precedent listed in the Service Agreement.

Issued By: John Bruckner, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 02/01/22

LEAF: 218  
REVISION: 11  
SUPERSEDING REVISION: 10

STAMPS: Issued in compliance with order in Case 20-G-0381 dated January 20, 2022

**SERVICE CLASSIFICATION NO. 14**  
**GAS TRANSPORTATION SERVICE FOR DUAL FUEL ELECTRIC GENERATORS (CONTINUED)**

**A. DEFINITIONS: (continued)**

“Effective Period” - The Effective Period for the initial Value Added Charge is March 15, 2006 through April 30, 2007. Beginning 2007, the Effective Period is May 1st of each year through April 30th of the following year.

“Fuel Cost of Generation” - The price per DTH for the day of flow which results from the average of 1) EGTS South Point midpoint price as reported in Gas Daily and 2) the highest value shown in the EGTS South Point Common price column as reported in Gas Daily, multiplied by the Customer’s Heat Rate for the appropriate Tier Level expressed in \$/MWH. If the above referenced EGTS South Point prices are not available, the corresponding values for EGTS North Point will be utilized.

“Government Authority” - Any federal, national, state, municipal, local, territorial, or other governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, judicial or administrative body, domestic or foreign, including without limitation, the PSC.

“Losses” - The lower of (a) 1.01 or (b) an amount equal to the Uniform Gas Loss Adjustment Factor in the Tariff, **GENERAL INFORMATION** Rule No. 17.1, as that factor may be modified from time to time.

“Maximum Annual Quantity” - The maximum amount of transportation gas which customer may use per Contract Year as specified in its Service Agreement.

“Maximum Daily Delivery Quantity” (MDDQ) - The Service Agreement will specify the maximum daily delivery quantity of transportation gas which customer may use, measured at the Delivery Point.

“Minimum Annual Bill” - Customer shall pay a minimum annual bill calculated in accordance with Section G.1.e of this service classification.

“Minimum Annual Delivery Quantity” - The Service Agreement will specify the minimum annual Delivery Quantity of transportation gas for which customer will be billed, measured at the Delivery Point.

“Month” - The period of time beginning at on the first calendar Day of a month and ending on the first calendar Day of the subsequent calendar month according to the North American Energy Standards Board (“NAESB”) standardized Gas Day.

“Monthly Index Price” – Equal to the average of the Daily Cashout Rate for the calendar month as described in Rule 29.3.1.2.

“Monthly Total Value Added Charge” - Five percent of the difference between 1) The Spark Spread for each hour of the month the generator actually operated and 2) the applicable Base Year Spark Spread will be calculated. The resulting amount is multiplied by the Customers MWH Generated Output during the same Test Year hour. The resulting dollars for each hour are summed for each month of the Test Year. If such monthly value is less than or equal to zero, the Monthly Total Value Added Charge for that month will equal zero. If such Monthly Total Value Added Charge is greater than zero, such monthly value is the Monthly Total Value Added Charge for that month.

Issued By: Rudolph L. Wynter, President, Syracuse, New York



PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 11/01/16  
STAMPS:

LEAF: 219  
REVISION: 4  
SUPERSEDING REVISION: 3

**SERVICE CLASSIFICATION NO. 14**  
**GAS TRANSPORTATION SERVICE FOR DUAL FUEL ELECTRIC GENERATORS (CONTINUED)**

**A. DEFINITIONS: (continued)**

“New Electric Generator” - A customer’s facility whose sole purpose is the generation of electricity. This customer seeks gas transportation service under Service Classification No. 14. Existing service related to the generation of electricity at the date of the Commission’s 3/17/1999 Order in Case 98-G-0122 is not deemed to be New Electric Generators until the customer’s contract terminates.

“Receipt Point” - The citygate interconnection at which the Company receives gas from customer for delivery under this Agreement. The receipt Points that customer may elect may be any point mutually agreed upon by the Company and customer in the Service Agreement.

“Reconciliation Charge” - The total of the Value Added Charges collected from the Customer during the Calendar Year subtracted from the total of the Value Added Charges that would have been collected had the Value Added Charge been calculated based on the actual Spark Spreads during the calendar year. The Reconciliation Charge may be adjusted to ensure the resulting Value Added charge is in accordance with Section F.4 of this Service Classification.

“Service Agreement” - A gas transportation agreement between the Company and the customer stating terms and conditions for service under Service Classification No. 14.

“Spark Spread” - The difference between the Wholesale Market Price of Electricity per MWH and the Fuel Cost of Generation expressed in \$/MWH.

“Test Year” - The Test Year will be the Calendar Year immediately preceding the Effective Period.

“Transportation Quantity” - The quantity of customer-owned gas received by the Company in a given period.

“Value Added Charge” – is a unitized per therm rate established for each Effective Period which is applied to every therm delivered by the Company to the Customer or the Customer’s Annual Minimum Bill Obligation whichever is greater. The Value Added Charge reflects the increase in the Spark Spread from the Base Year to the Test Year. The Value Added Charge for the Effective Period March 15, 2006 through April 30, 2007 equals the Annual Total Value Added Charge for the Test Year ending December 31, 2005 divided by the number of therms the Company delivered to the Customer during the Test Year. If the Customer does not have twelve months of consumption data for the Test Year that Customer will be assigned a Value Added Charge equal to the average of all the customers Value Added Charge within the applicable heat rate tier level. The Value Added Charge for all Effective Periods beginning May 1, 2007 will be calculated as follows: Annual Total Value Added Charge net of the Reconciliation Charge divided by the number of therms the Company delivered to the customer during the Test Year: Beginning August 1, 2015 the Value Added Charge may be adjusted in accordance with Section F.4 this Service Classification.

“Wholesale Market Price of Electricity” - The respective zonal average of the Real Time Electric Market Locational Based Marginal Pricing (LBMP) for the applicable hour and zone as reported on the NYISO website expressed in \$/MWH.

Issued By: Kenneth D. Daly, President, Syracuse, New York

Effective date postponed to 12/01/2016. See Supplement No. 34.

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
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STAMPS:

LEAF: 219.1  
REVISION: 3  
SUPERSEDING REVISION: 2

**SERVICE CLASSIFICATION NO. 14**  
**GAS TRANSPORTATION SERVICE FOR DUAL FUEL ELECTRIC GENERATORS (CONTINUED)**

**B. APPLICABLE TO USE OF SERVICE FOR:**

Transportation of customer-owned gas for New Electric Generators who have executed a Service Agreement which includes the terms and conditions set forth below. The sole purpose of service provided under this Service Classification shall be New Electric Generator's generation of electricity. Its generation capacity shall be at least 50 Megawatts and have dual-fuel capabilities.

Any customer that qualifies for service under this Service Classification may take service under Rate Schedule 1. In addition, the Company may, at its option, enter into individually negotiated service arrangements with a customer under Rate Schedule 2, provided that negotiated contracts on similar overall terms shall be available to similarly situated customers.

**C. CHARACTER OF SERVICE:**

Customer-owned, pipeline quality, natural gas which the customer has arranged to have transported to a mutually agreeable Receipt Point. The Company will transport said gas from the Receipt Point to the Delivery Point at the customer's facilities. Metering of high pressure gas will be adjusted in accordance with the pressure and temperature standards as set forth in **GENERAL INFORMATION** Rule No. 14.1 of the Tariff.

For customers taking service under Rate Schedule 1, service may be interrupted at the Company's discretion for up to 30 days during the Contract Year. The Company may require a higher degree of interruptibility from the customer in cases where the Company determines that the customer's requirements cannot be served by the Company for up to 335 days. For customers taking service under Rate Schedule 2, service may be firm or interruptible, as mutually agreed upon by the customer and the Company

**D. SERVICE AGREEMENT:**

The Company and customer shall execute a Service Agreement prior to the commencement of service hereunder. Terms and conditions contained in the Service Agreement will include, but not be limited to:

1. Maximum Daily Delivery Quantity
2. Minimum Annual Delivery Quantity
3. Identification of Location of Customer Facility
4. Construction of Facilities, if applicable
5. Pressure Requirements
6. Identification of Receipt Point(s) and Delivery Point
7. Service Agreement start date for which the term is effective
8. Minimum Annual Bill

**E. BTU ADJUSTMENT:**

Volumes of gas registered at the customer's meter, in CCF, will be adjusted for BTU content, in therms as stated in **GENERAL INFORMATION** Rule No. 14.3 of the Tariff.

Issued By: Kenneth D. Daly, President, Syracuse, New York

Effective date postponed to 12/01/2016. See Supplement No. 34.

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
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REVISION: 7  
SUPERSEDING REVISION: 5

**SERVICE CLASSIFICATION NO. 14**  
**GAS TRANSPORTATION SERVICE FOR DUAL FUEL ELECTRIC GENERATORS (CONTINUED)**

**F. DAILY BALANCING SERVICE:**

Customers that choose Daily Balancing Service must be a Direct Customer. Customers may elect to take Daily Balancing Service under this service classification to the extent there is sufficient operational flexibility to support this service and subject to prior approval by the Company. Under the Daily Balancing Service, the Company will balance the customer's usage and delivery quantity each day and the customer will be subject to a daily balancing service demand charge and to daily cashouts of imbalances.

To mitigate daily cashouts of imbalances, a customer that takes daily balancing service may designate a Gas Balancing Agent to manage daily nominations and balance gas deliveries on an aggregated basis to one or more of the customer's generating facilities. Should a customer elect to designate a Gas Balancing Agent, a Designation of Gas Balancing Agent Agreement must be entered into by the customer, its Gas Balancing Agent and the Company. Any customer taking balancing service from a gas balancing agent must either be a Direct Customer or in a marketing pool of one.

**All dual fuel electric generators will be considered non-core customers.**

**G. TRANSPORTATION SERVICE RATES:**

The customer shall pay the following charges each month for gas transportation service hereunder:

**1. Rate Schedule 1- Standard Gas Transportation Service**

**a. On-System Transportation Charge**

A unitized rate equal to the sum of the following:

- |   |                       |
|---|-----------------------|
| 1) Contribution to Overall System Cost: | \$0.10 per dekatherm. |
| 2) Marginal System Costs:               | \$0.17 per dekatherm  |

**b. Value Added Charge**

The Value Added Charge is a per dekatherm charge determined in accordance with the definition of Value Added Charge set forth in Section A of this service classification.

**c. Daily Balancing Service Demand Charge**

The Daily Balancing Service Demand Charge is a per dekatherm charge applicable to customers taking Daily Balancing Service that recovers the cost of firm capacity assets the Company uses to provide Daily Balancing Service. The per dekatherm charge is calculated in the manner approved in Case 20-G-0381. The Daily Balancing Service Demand Charge is set forth on the Statement of Balancing Charges.

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 04/01/18

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STAMPS: Issued in compliance with order in Case No. 17-G-0239 dated March 15, 2018.

**SERVICE CLASSIFICATION NO. 14**  
**GAS TRANSPORTATION SERVICE FOR DUAL FUEL ELECTRIC GENERATORS (CONTINUED)**

**G. TRANSPORTATION SERVICE RATES: (continued)**

**1. Rate Schedule 1- Standard Gas Transportation Service (continued)**

**d. Rate Ceiling**

The sum of the per therm charges listed in (a), (b) and (c) above shall not exceed the per therm rate of the otherwise applicable interruptible transportation service. If this condition exists, the Company shall reduce the Value Added Charge such that the sum of these charges is capped at the otherwise applicable interruptible transportation service rate.

**e. Minimum Annual Bill**

Determined by multiplying: i) the sum of the per therm charges listed in (a), (b) and (c) above by ii) the amount by which the generator's annual metered usage falls short of 50% of the generator's Maximum Annual Quantity. The Minimum Annual Bill shall be no greater than the otherwise applicable interruptible transportation service rate multiplied by annual metered usage.

**f. Daily Cashouts of Imbalances**

For customers that take Daily Balancing Service, the Company shall balance the customer's account at the end of each day. The daily imbalance shall be determined by comparing i) the quantity of gas the Company receives at the Receipt Point for the customer to: ii) the customer's actual daily usage grossed up to include losses.

- 1) For imbalances where the quantity of natural gas consumed by the customer is greater than the quantity of gas received at the Receipt Point:
  - a) Imbalances up to 2% will be aggregated on a monthly basis and shall be purchased by the customer at the monthly index price
  - b) Imbalances greater than 2% and up to 5%, shall be purchased by the customer at 125% of the Company's Daily Gas Sales Price
  - c) Imbalances greater than 5% and up to 10%, shall be purchased by the customer at 135% of the Company's Daily Gas Sales Price
  - d) Imbalances greater than 10% and up to 20%, shall be purchased by the customer at 140% of the Company's Daily Gas Sales Price plus \$10/dt
  - e) Imbalances greater than 20% shall be purchased by the customer at 150% of the Company's Daily Gas Sales Price plus \$10/dt.

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 10/17/18

LEAF: 219.4  
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STAMPS: Issued in compliance with order in Case No. 17-G-0239 dated March 15, 2018.

**SERVICE CLASSIFICATION NO. 14**  
**GAS TRANSPORTATION SERVICE FOR DUAL FUEL ELECTRIC GENERATORS (CONTINUED)**

**G. TRANSPORTATION SERVICE RATES: (continued)**

**1. Rate Schedule 1- Standard Gas Transportation Service (continued)**

**f. Daily Cashouts of Imbalances (continued)**

- 1) For imbalances where the quantity of natural gas received at the Receipt Point is greater than the quantity of gas consumed by the customer
  - a) Imbalances up to 2% will be aggregated on a monthly basis and, shall be purchased by the Company at the monthly index price
  - b) Imbalances greater than 2% and up to 5%, shall be purchased by the Company at 75% of the Daily Gas Purchase Price
  - c) Imbalances greater than 5% and up to 10%, shall be purchased by the Company at 65% of the Daily Gas Purchase Price
  - d) Imbalances greater than 10% and up to 20%, shall be purchased by the Company at 60% of the Daily Gas Purchase Price
  - e) Imbalances greater than 20% shall be purchased by the Company at 50% of the Daily Gas Purchase Price

Daily Cashouts of Imbalances shall be billed monthly with the Customer's monthly invoice for transportation service. Any discounts or surcharges to the Daily Gas Sales Price or the Daily Gas Purchase Price Under Section f.1 or f.2 are considered penalties.

**2. Rate Schedule 2 – Negotiated Gas Transportation Service**

The rate for service under this Rate Schedule will be set forth in the service agreement negotiated between the Company and the customer and filed with the Public Service Commission. Negotiated contracts at similar overall terms shall be available to all similarly situated customers. The minimum rate charged must be sufficient to recover all incremental costs incurred to serve the customer and provide a reasonable contribution to fixed costs and long run marginal costs. Depending upon the character of service provided, the rate may include one or more of the following components:

**a. Minimum On-System Transportation Charge**

All customers receiving firm service will be required to pay a minimum on-system transportation charge commensurate with the level of service provided and guaranteed by the Company.

**b. Annual Minimum Bill Obligation**

The Company reserves the right to negotiate an Annual Minimum Bill Obligation as part of the contract between the customer and Company.

**c. Daily and/or Monthly Cashout Provisions**

The negotiated contract between the Company and the Customer may include provisions for the daily and/or monthly balancing of transportation quantities expected against transportation quantities actually received.

Issued By: John Bruckner, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
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REVISION: 2  
SUPERSEDING REVISION: 1

**SERVICE CLASSIFICATION NO. 14**  
**GAS TRANSPORTATION SERVICE FOR DUAL FUEL ELECTRIC GENERATORS (CONTINUED)**

**H. PENALTY CHARGES**

**1. Charges For Unauthorized Use**

The Company reserves the right to impose a penalty charge for unauthorized usage. When service under this service classification is interrupted by the Company in accordance with the terms of the Customer's service agreement, gas consumed subsequent to such interruption and without specific authorization by the Company will be subject to an additional charge of \$100.00 per dth. The imposition of such additional charge shall not limit any rights of the Company to terminate gas service provided for in the Customer's service agreement.

**2. Operational Flow Order Penalty Charges**

Customers that do not comply with the Company's Operational Flow Orders (OFOs) will be subject to OFO penalty charges in addition to the daily balancing, cashout and other charges normally charged pursuant to this service classification.

**a. Daily Balancing OFO**

When the Company issues a Daily Balancing OFO, if a Customer's consumption (grossed up for losses) exceeds its daily deliveries to the Receipt Point by more than 2%, an OFO Penalty Charge of \$100 per dt will be assessed on the quantity that is in excess of 2%.

**b. Hourly Balancing OFO**

When the Company issues an Hourly Balancing OFO, a Customer that has hourly consumption (grossed up for losses) that exceeds 1/24th of its deliveries to the city gate during the gas day will be assessed an OFO Penalty Charge of \$100 per dt on its excess hourly consumption. If the Hourly Balancing OFO is issued after the start of the gas day, the Company will apply the hourly penalties to the affected hours only.

**c. Other OFOs**

The Company shall have the right to issue other OFOs as required to maintain system operational reliability and to ensure the Company's continued ability to provide service to its firm customers. Customers that do not comply with these OFOs will be subject to an OFO Penalty Charge of \$100 per dt.

Issued By: Kenneth D. Daly, President, Syracuse, New York

Effective date postponed to 12/01/2016. See Supplement No. 34.

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NIAGARA MOHAWK POWER CORPORATION  
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REVISION: 6  
SUPERSEDING REVISION: 5

**SERVICE CLASSIFICATION NO. 14**  
**GAS TRANSPORTATION SERVICE FOR DUAL FUEL ELECTRIC GENERATORS (CONTINUED)**

**I. INCREASE IN RATES AND CHARGES:**

The rate and charges under this service classification will be increased by a tax factor pursuant to GENERAL INFORMATION Rule No. 19 of the tariff.

**J. TERMS OF PAYMENT:**

Bills are due and payable. Full payment must be received on or before the date shown on the bill to avoid a potential late payment charge of one and one-half percent (1½%).

**K. TERM:**

The term of the Service Agreement (Term) will commence as of the Effective Date and will continue for five (5) Contract Years. If the Company terminates the Customer's Service Agreement, during the initial five (5) year period or extension thereto, for failure to pay for service rendered hereunder, all moneys due under the Service Agreement, including future Minimum Annual Bills, will become due and payable.

Issued By: Kenneth D. Daly, President, Syracuse, New York

Effective date postponed to 12/01/2016. See Supplement No. 34.

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 11/01/16  
STAMPS:

LEAF: 222  
REVISION: 2  
SUPERSEDING REVISION: 1

**SERVICE CLASSIFICATION NO. 14**  
**GAS TRANSPORTATION SERVICE FOR DUAL FUEL ELECTRIC GENERATORS (CONTINUED)**

**L. SPECIAL PROVISIONS:**

1. Conditions Precedent:

Notwithstanding any other provision of this Service Classification, customer shall not be eligible to receive service under this Service Classification until customer pays all outstanding, undisputed overdue bills for any service rendered to customer by the Company that remain outstanding on the date of execution of this Service Agreement, including any and all late penalties or interest charges that apply to such bills.

2. Assignment or Transfer:

This Service Agreement may not be assigned by either the customer or the Company without the prior written consent of the other, which consent shall not be unreasonably withheld.

3. Metering:

Where practical, separate meters will be individually installed at the customer's expense to meter gas used for electric generation and that gas used for other requirements. Where not practical, the total measured volumes of gas will be allocated between that used for electric generation and other requirements by estimation per specifications mutually agreed upon by the customer and the Company in advance. Gas used for other requirements will be separately priced at tariff rates applicable to the specific service.

The Company will install, at the customer's expense, the necessary electronic metering equipment, acceptable to the Company, which allows the Company to provide transportation service under this service classification.

Customer is responsible for telephone service to the electronic metering equipment, as well as replacement cost of said remote metering if it is not covered under the warranty. Customer is also responsible for the cost of replacing or repairing the unit in the event that it is vandalized.

4. Customer Contribution:

Customer shall pay the Company for construction of service lines, main extensions, measuring and regulating equipment and system reinforcements necessary to provide gas transportation service to the facility. This payment shall be made prior to the Company starting construction on these facilities. The amount of such payment may be reflected in the Service Agreement and reflect bypass and operational aspects.

5. Remote Operated Valves:

To maintain system reliability, the Company may require the installation of a remote operated valve on the service lateral that supplies the customer. Any customer that fails to comply with a Company issued interruption will be required to have a remote operated valve installed and to pay for all associated charges. Starting November 1, 2016, customers applying for transportation service to serve new electric generation facilities will be responsible for paying all charges associated with the installation of this equipment.

Issued By: Kenneth D. Daly, President, Syracuse, New York



PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 02/01/22  
STAMPS: Issued in compliance with order in Case 20-G-0281 dated January 20, 2022

LEAF: 223  
REVISION: 4  
SUPERSEDING REVISION: 3

**SERVICE CLASSIFICATION NO. 14**  
**GAS TRANSPORTATION SERVICE FOR DUAL FUEL ELECTRIC GENERATORS (CONTINUED)**

**L. SPECIAL PROVISIONS: (continued)**

6. Negotiated Agreements:

The Company and customer may enter into a negotiated agreement pursuant to Rate Schedule 2 under this service classification. Negotiated agreements are permitted to reflect bypass and operational aspects. These negotiated agreements are to be filed with the Public Service Commission. Tariff addenda for similarly situated generators will be made public. The Company may seek trade secret status for the negotiated agreement. Cost justifications for the change in terms and conditions will be filed with the Public Service Commission. Negotiated agreements with affiliates are prohibited.

7. Scheduling:

No later than one (1) day prior to the nomination deadline requirement of the pipeline that customer will use to deliver gas to the Receipt Point, customer will transmit information to the Company that will provide an informal forecast of the quantities of gas that customer believes it will nominate for transportation by the Company for each Day during the succeeding calendar Month. On the same Day and manner in which customer nominates the actual quantities of gas to be transported by the transporting pipeline or marketer for delivery to the Company, or to an aggregator for delivery to the Company's system, customer will formally notify the Company of said nomination. All such notifications will be in accordance with such guidelines and practices as are customarily used by the Company for similar service.

Nominations:

For service classification No. 14 customers located in the EGTS East region of the Company's territory as described in the Company's GTOP, each customer (or their agent) shall deliver a minimum percentage of its supplies to the Company's South Albany interconnection with the Tennessee Gas Pipeline below a temperature threshold. The percentage and temperature threshold shall be determined annually each November 1<sup>st</sup> and set forth on the Statement of Balancing Charges.

The Company reserves the right to reject any application for service or nominations 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 rights or ability to receive service, purchase gas or utilize capacity on the transmission system of its upstream pipeline(s), impair or interfere with the Company's operations, or impose costs in excess of those subject to recovery under this Service Classification.

8. Character of Service:

- A. Dual Fuel Requirement - The Company may, at its discretion, waive the dual fuel requirement of this service classification in consideration of the customer's operational capabilities and subject to the Company's assessment that system reliability will not be compromised.
- B. Transportation Service - Subject to the terms and conditions of Service Classification No. 14, the Company agrees to receive from customer at the Receipt Point on any Day such quantity of natural gas up to the MDDQ, plus Losses, as customer may tender or cause to be tendered for transportation, and to deliver on an interruptible basis such total quantity of gas, less Losses, at the Delivery Point. The Company's obligations to deliver customer-owned gas is defined in **GENERAL INFORMATION** Rule No. 3.2 of the Tariff.

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
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**SERVICE CLASSIFICATION NO. 14**  
**GAS TRANSPORTATION SERVICE FOR DUAL FUEL ELECTRIC GENERATORS (CONTINUED)**

**L. SPECIAL PROVISIONS: (continued)**

8. Character of Service: (continued)

- C. Interruption of Service – The Company will provide no less than two (2) hours prior notice to the customer utilizing the Communications Protocol stated within this service classification, unless an emergency requires a shorter notice period.

The customer agrees that if it fails to discontinue use of service as ordered by the Company, the Company may disconnect and cancel service.

A customer that uses distillate alternate fuels, agrees that if it fails to meet the alternate fuel requirements set forth in Rule 3.4 of this rate schedule, the penalties set forth in Rule 3.4 will apply.

- D. Upstream Transportation and Gas Supply - Customer will be responsible for obtaining all gas supply and transportation upstream of the Receipt Point.

- E. Limitation of Service - The transportation gas must be for the customer's own use at a single location and will not be re-metered, sub-metered, resold, assigned or otherwise disposed to another or others, except as provided in the Service Agreement.

Service rendered hereunder shall be for a single customer at a single location. Individual agreements are required for each location.

- F. In addition to the applicable interruptibility provisions stated above or in the Service Agreement, Gas transported hereunder may be interrupted due to Force Majeure emergencies to the extent of the Maximum Daily Delivery Quantity at the sole discretion of the Company at any time by prior oral or written notice to customer, and customer shall thereupon discontinue service as ordered.

When the Company is in a short-term "Force Majeure" supply shortage with its supplier(s), the Company has the right to purchase the customer's own gas supply. Unless otherwise agreed to under a Peak Shaving Agreement, the price paid will be the Company's weighted average commodity cost of gas from its supplier(s) for the month.

9. Pressure and Quality:

- A. Pressure and Quality Specifications:

All gas tendered or caused to be tendered by customer to the Company for transportation under this Service Classification will meet the pressure and quality specifications contained in the Tariff. In the event such gas does not meet any of those specifications, the Company is entitled to reject such gas and refuse to perform any further transportation services under this Service Classification until customer's gas meets all such specifications.

Issued By: Kenneth D. Daly, President, Syracuse, New York

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NIAGARA MOHAWK POWER CORPORATION  
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**SERVICE CLASSIFICATION NO. 14**  
**GAS TRANSPORTATION SERVICE FOR DUAL FUEL ELECTRIC GENERATORS (CONTINUED)**

**L. SPECIAL PROVISIONS: (continued)**

9. Pressure and Quality: (continued)

In cases where the customer desires delivery pressure above existing tariff levels, the Company shall include in the Service Agreement or as a component of the contribution in aid of construction the recovery of the costs for these incremental facilities and incremental operating expenses.

B. Liability for Pressure and Quality:

As between customer and the Company, customer will be solely responsible and liable for any charges, penalties, costs or expenses incurred or payable by either party for customer's failure to provide gas that conforms to the pressure and quality requirements of Special Provision 9, Section A above.

10. Liability and Indemnification:

Customer and the Company will indemnify and hold the other harmless against any and all claims, actions or damages caused by or resulting from its control and possession of gas transported under this Agreement. As between the parties, the customer will be presumed to be in control and possession of the gas transported under this Agreement at any time prior to the time the Company receives the gas at the Receipt Point and at any time after the Company delivers the gas at the Delivery Point. The Company will be in control and possession of such gas after it has received the gas at the Receipt Point and up to the time it delivers gas at the Delivery Point. Title to gas transported under this Agreement will, at all times, vest in customer.

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.

Issued By: Kenneth D. Daly, President, Syracuse, New York

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NIAGARA MOHAWK POWER CORPORATION  
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**SERVICE CLASSIFICATION NO. 14**  
**GAS TRANSPORTATION SERVICE FOR DUAL FUEL ELECTRIC GENERATORS (CONTINUED)**

**L. SPECIAL PROVISIONS: (continued)**

11. Force Majeure:

- A. Definition of Force Majeure Events - The term Force Majeure means an event (i) that was not within the control of the party claiming its occurrence (ii) that could not have been prevented or avoided by such party through the exercise of due diligence; and (iii) that prohibits or prevents such party from performing its obligations under this agreement. Events that may give rise to a claim of Force majeure include:
1. Acts of God, including earthquakes, epidemics, fires, floods, hurricanes, landslides, lightning, storms, washouts, blowouts, freezing of wells or lines of pipe used to supply the gas described in this Agreement and other similar unusual and severe natural calamities;
  2. Acts of the public enemy, wars, blockade, insurrections, riots, civil disturbances and arrests;
  3. Strikes, lockouts or other industrial labor disturbances;
  4. Explosions, breakage, accidents to equipment or lines of pipe used to supply or affecting the use of the gas described in this Agreement;
  5. The imposition by a Government Authority, court or other governmental authority having jurisdiction of binding laws, conditions, limitations, orders, rules or regulations that prevent or prohibit a party from performing, provided such governmental action has been resisted in good faith by all reasonable legal means.
- B. Notice and Limitation on Obligations Under Force Majeure - If either party because of Force Majeure is rendered wholly or partly unable to perform its obligations under this Agreement, except for the obligation to make payments of money for services previously rendered, such party will be excused from whatever performance is affected by the Force Majeure, but only to the extent so affected, provided that:
1. The non-performing party, as soon as reasonably practicable, will provide oral notice of the Force Majeure event to the other party in accordance with Special Provisions: Notices of this Service Classification, followed by written notice (via facsimile, telex, or telecopy or computer hook-up, if available) within forty-eight (48) hours after provision of the oral notice;
  2. Within five (5) days after the commencement of the Force Majeure, the non-performing party will give the other party written notice describing the particulars of the occurrence;

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**SERVICE CLASSIFICATION NO. 14**  
**GAS TRANSPORTATION SERVICE FOR DUAL FUEL ELECTRIC GENERATORS (CONTINUED)**

**L. SPECIAL PROVISIONS: (continued)**

3. The suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
  4. No obligations of either party which arose before the occurrence causing the suspension of performance are excused as a result of the occurrence;
  5. The non-performing party uses reasonable diligence to remedy its inability to perform; and
  6. the non-performing party will give the other party oral notice of the date the Force Majeure is no longer in effect as soon as practicable, and will provide written notice within twenty-four (24) hours after the provision of the oral notice.
- C. Requirements to Claim Force Majeure - No party will be entitled to the benefit of Force Majeure under any of the following circumstances:
1. To the extent such party was negligent, in whole or in part, in causing such Force Majeure or to the extent that such Force Majeure is the result of acts, omissions or the negligence of such party's corporate affiliates;
  2. To the extent such party failed to use due diligence or failed to utilize all reasonable dispatch and reasonable efforts in removing or overcoming such Force Majeure to again put itself in a position to carry out all of the obligations which it has assumed;
  3. In the event such party claiming Force Majeure fails to give reasonable written notice as described in Special Provisions Force Majeure 2; or
  4. To the extent such party's inability to perform was caused by that party's lack of funds;
  5. Settlement of Labor Disputes - Settlement of strikes and lockouts will be entirely within the discretion of the party affected, and the requirements that any event of Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the parties directly or indirectly involved in such strikes or lockouts when such course is inadvisable in the discretion of the party having such difficulty.

Issued By: Kenneth D. Daly, President, Syracuse, New York

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REVISION: 2  
SUPERSEDING REVISION: 1

**SERVICE CLASSIFICATION NO. 14**  
**GAS TRANSPORTATION SERVICE FOR DUAL FUEL ELECTRIC GENERATORS (CONTINUED)**

**L. SPECIAL PROVISIONS: (continued)**

12. Security:

A. Obligation to Provide Security:

The Company may require a deposit as set forth in **GENERAL INFORMATION** Rule No. 2.4.2.1 of this Tariff. If a customer taking service under this Service Classification does not have a minimum "BBB" rating from Standard and Poors or Fitch coupled with 24 months of good payment history with the Company, the following security requirements should apply.

Customer shall provide and maintain firm security satisfactory in form and content to the Company, in the form of cash or a Letter of Credit, in an amount sufficient to guarantee payment for sixty (60) days of service under this Service Classification, including the provisions identified in the Definition of Rates Section of this schedule. If there is a change in the charges assessed under this Service Classification or service that would change the amount to be covered by such security, customer will be required to adjust the amount of security within thirty (30) Days.

B. Requirements of Letter of Credit:

In the event customer elects to post firm security in the form of a Letter of Credit:

1. Letter of credit shall mean an irrevocable Letter of Credit issued by a financial institution selected by customer and acceptable to the Company, which financial institution shall have at least an A rating;
2. Customer shall be responsible for maintaining a Letter of Credit in full force and effect during the entire term of this Service Agreement and replacing any such Letter that is to expire with a new one no later than thirty (30) Days prior to the date of expiration of the previous Letter of Credit.
3. The sole drawing conditions under the Letter of Credit shall be the delivery to the Issuer, with a copy to customer, of a certificate signed by a duly authorized officer of the Company, certifying that (i) the Service Agreement has been terminated (ii) customer has failed to deliver to the Company a Letter of Credit or replacement Letter of Credit in accordance with the immediately preceding Special Provisions - Security Subparagraph B, or (iii) customer has failed to make payment to the Company for transportation services under this Service Classification and is in arrears by thirty (30) Days or more. The amount of the Letter of Credit the Company draws down will represent the Company's estimation of damages from termination, the full amount required to replace an expiring Letter of Credit, or customer's actual arrearage to date, as the case may be. Multiple draw downs will be permitted up to the full value of the Letter of Credit.

Issued By: Kenneth D. Daly, President, Syracuse, New York

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PSC NO: 219 GAS  
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REVISION: 3  
SUPERSEDING REVISION: 2

**SERVICE CLASSIFICATION NO. 14**  
**GAS TRANSPORTATION SERVICE FOR DUAL FUEL ELECTRIC GENERATORS (CONTINUED)**

**L. SPECIAL PROVISIONS: (continued)**

13. Notices:

Unless otherwise specified in the Service Agreement, any notice to be given under this Service Agreement will be in writing and will be deemed to have been properly given (i) when actually received by the party to whom the notice is addressed or its authorized representative, or (ii) when mailed by United States registered or certified mail, postage prepaid, return receipt requested, to the party to be notified. Routine communications and monthly billing statements will be considered as duly delivered when mailed by either registered, certified, or ordinary mail. Such communications will be addressed to the respective parties as follows:

To Niagara Mohawk:

Niagara Mohawk  
A National Grid Company  
300 Erie Boulevard West  
Syracuse, New York 13202  
Attn: Manager, Gas Pricing

To Customer:

Company Name  
Company Address  
City, State Zip  
Attn: Title and/or Person

or to such other address as may be designated in writing by either party.

14. Communications Protocol. Effective October 2012, the Company will maintain a database of contact information for all of its interruptible customers and interested stakeholders (e.g., DPS Staff, ESCOs, NYSERDA and oil associations). This database will be used to provide notifications to these customers and stakeholders regarding the Company's interruptible service, including: forecast temperatures, potential interruptions, and the initiation/conclusion of actual interruptions. These notifications will be sent via multiple mediums, such as telephone, electronic mail and text message. Beginning October 2012, the Company will perform an annual communications test during which interruptible and temperature controlled customers will be asked to confirm their contact information.

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Effective date postponed to 12/01/2016. See Supplement No. 34.

PSC NO: 219 GAS

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NIAGARA MOHAWK POWER CORPORATION

REVISION: 3

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SUPERSEDING REVISION: 2

STAMPS: Issued in Compliance with Order of PSC in Case 15-G-0185 dated 06/16/17.

**SERVICE CLASSIFICATION NO. 14**

**GAS TRANSPORTATION SERVICE FOR DUAL FUEL ELECTRIC GENERATORS (CONTINUED)**

**L. SPECIAL PROVISIONS: (continued)**

14. Communications Protocol (continued)

The Communications Protocols for all customers served under this service classification are described in the Company's Gas Transportation Operating Procedures Manual, Section VII, as filed with the Public Service Commission. Customers will be required to provide affidavits confirming that they have alternative fuel supply contracts in place for the upcoming winter heating season as described in the Company's Gas Transportation Operating Procedures Manual, Section VII, as filed with the Public Service Commission.

Issued By: Kenneth D. Daly, President, Syracuse, New York



PSC NO: 219 GAS  
 NIAGARA MOHAWK POWER CORPORATION  
 INITIAL EFFECTIVE DATE: 02/15/06

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 SUPERSEDING REVISION: 2

### APPLICATION FOR GAS SERVICE FORM "A"

Date: \_\_\_\_\_, 20\_\_

I (CUSTOMER), hereby apply to Niagara Mohawk Power Corporation (COMPANY) to supply natural gas for use upon the premises located at:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I require gas service to begin on \_\_\_\_\_, 20\_\_ and to continue until canceled. I agree to observe and perform all rules and regulations of Niagara Mohawk Power Corporation and to pay the rates provided by Service Classification No. \_\_\_\_ P.S.C. No. 219 filed with the P.S.C. of the State of New York.

I agree that if the premises are to be served from a main extension constructed, pursuant to Rule 10, of the GENERAL INFORMATION, contained in the Company's schedule for the Gas Service, P.S.C. No. 219 Gas, I will pay the charges required under this rule.

New and existing customers applying for Service Classification No. 13, Distributed Generation Service – Residential, are required to complete this "Form A" in accordance with Special Provision 2 of Service Classification No. 13.

\_\_\_\_ Existing Customer Applying for SC13

\_\_\_\_ New Customer Applying for SC13

If service is to be taken under Service Classification No. 13, I agree that, upon prior notice by the Company, the Company may install an Approved Remote Meter (ARM) at the premises to be served. I agree to provide access to an electrical supply, if necessary, and phone line for the operation of the device in an area acceptable to the Company.

I will provide Niagara Mohawk Power Corporation with a copy of the installation proposal for the gas appliance(s) to be installed. A copy of the installation proposal will be required with the submittal of this Form A.

In addition, I agree to reimburse Niagara Mohawk Power Corporation the entire cost of service line if I have not activated an appliance by \_\_\_\_\_ (Date – MM/DD/YYYY).

The cost of the service line is \$\_\_\_\_\_ per foot.

CUSTOMER

NIAGARA MOHAWK POWER CORPORATION

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Issued By: William F. Edwards, President, Syracuse, New York

PSC NO. 219 GAS  
 NIAGARA MOHAWK POWER CORPORATION  
 INITIAL EFFECTIVE DATE: NOVEMBER 20, 2017

LEAF: 231  
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 SUPESEDING REVISION: 3

# nationalgrid

## APPLICATION FOR NON-RESIDENTIAL CUSTOMERS

This application is for non-residential electric and/or gas service with Niagara Mohawk Power Corporation d/b/a National Grid ("Niagara Mohawk" or "Company").

As a Niagara Mohawk non-residential customer, you agree to pay for service according to the rates, charges and terms of your service classification and in accordance with the provisions of the applicable (electric and/or gas) Niagara Mohawk rate schedule. Copies of Niagara Mohawk's rate schedule are available upon request or the Company's website at [www.nationalgrid.com](http://www.nationalgrid.com).

Special Note to Applicant: A Security Deposit may be required based on a credit analysis.

Please review and/or complete all fields and sign Part C at the end of this application and return the executed form to the Company to finalize the application process.

This is an important notice. Please have it translated.

Este é um aviso importante. Quiera mandá-lo traduzir.  
 Este es un aviso importante. Sírvase mandarlo traducir.  
 Avis important. Veuillez traduire immédiatement.

ĐÂY LÀ MỘT BẢN THÔNG CÁO QUAN TRỌNG  
 XIN VUI LÒNG CHO DỊCH LẠI THÔNG CÁO ẤY  
 Questa è un'informazione importante,  
 Si prega di tradurla.

Это очень важное сообщение.  
 Пожалуйста, попросите чтобы  
 вам его перевели.

### ACCOUNT INFORMATION *(Please print)*

#### Applicant Information

Applicant Name and Title (Person completing application) _____ / _____	
Service Address _____	City/Town _____
State _____ Zip _____	
Mailing Address _____	City/Town _____
State _____ Zip _____	
Telephone: (business) _____ (home) _____ (mobile) _____	
Business Name: (Legal Entity name) _____	
D/B/A: _____	
Date of Incorporation: _____ State of Incorporation: _____	
Tax ID/SSN Number _____ Sales Tax Status*: <input type="radio"/> taxable <input type="radio"/> tax-exempt <input type="radio"/> partially-exempt	
Entity is established as:	
<input type="radio"/> Individual <input type="radio"/> Sole Proprietorship <input type="radio"/> Corporation <input type="radio"/> Limited Liability Corp (LLC) <input type="radio"/> Limited/General Partnership <input type="radio"/> Other	

**\*NOTE: If you claim non-taxable or partially exempt status, the appropriate exemption certification MUST BE PROVIDED to the Company to receive an exemption.**

PSC NO. 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: NOVEMBER 20, 2017

LEAF: 232  
REVISION: 4  
SUPERSEDING REVISION: 3

### Principal Officers (if applicable), Partners or Owners of Business

Name_____	Title_____	Telephone_____
Mailing Address_____	City/Town_____	State ____ Zip _____
Name_____	Title_____	Telephone_____
Mailing Address_____	City/Town_____	State ____ Zip _____

### Meter Access Information (Complete if different from applicant)

Owner/Landlord/Access Controller Name_____
Telephone: (business)_____ (home)_____ (mobile) _____
Mailing Address_____ City/Town_____ State ____ Zip _____

### Service and Rate Classification Information

The questions in this section are designed to assist the Company in placing the customer on the proper and the most beneficial service classification. The Company may rely on this information in classifying the service. A customer may be eligible for service under more than one classification, and one classification may be more beneficial than another. The cost of service may vary under different service classifications. The Company's gas and electric tariffs (PSC No. 219 – GAS and PSC No. 220 – ELECTRICITY) describe each service classification in detail, are available upon request at the Company's business offices, and may be found on the Company's website at [www.nationalgrid.com](http://www.nationalgrid.com). Questions about service classifications may be discussed with Company representatives by calling 1-800-664-6729. You may also want to consult your contractor for help in completing this form.

If the customer's use of service or equipment changes in the future, the customer must notify the Company of these changes in order to ensure that the customer is being properly billed. If the information provided by the customer relevant to service classification is inaccurate or incomplete, the customer may be subject to backbilling on the correct service classification, or may be precluded from receiving a refund for over charges based on an incorrect service classification.

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 NIAGARA MOHAWK POWER CORPORATION  
 INITIAL EFFECTIVE DATE: NOVEMBER 20, 2017

LEAF: 233  
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 SUPERSEDING REVISION: 3

It is important for you to answer the following questions accurately and completely to determine the proper service classification for your account.

1. Service being requested: ☐ Electric ☐ Gas ☐ Electric & Gas
2. Date you are responsible for the account/property (ownership or lease date):  
\_\_\_\_\_
3. Are you operating the same type of business as the previous occupant of this premise?\* ☐ Yes ☐ No
  - a. If no, why?  
\_\_\_\_\_
  - b. If this is a new service, please describe your usage pattern.  
 Electric service usage pattern: (KWH) \_\_\_\_\_ Kilowatts (KW) \_\_\_\_\_  
 Gas service usage pattern: Therms per month \_\_\_\_\_

*\*Note: if you select yes, we will use the existing rate profile to determine the service classification for this location*

#### A. Use of Service for Residential Purposes:

1. Is any part of the structure served by this meter(s) used for RESIDENTIAL purposes, such as rooms for rent, apartments, or your personal residence? (If no, skip to Part B – Electric Information below)  
☐ Yes ☐ No
2. Are your residence and your business in the same structure and are both areas served by the same meter?  
☐ Yes ☐ No  
 How many individual rooms are devoted to your business? \_\_\_\_\_  
 Of the total area of the structure, what percentage of space is devoted to your business? \_\_\_\_\_  
 How many employees (if any) work at this location? \_\_\_\_\_
3. How many individual residential units are provided for the following electric services?  
 Lighting \_\_\_\_ Heating \_\_\_\_ Water Heating \_\_\_\_ Cooking \_\_\_\_  
 Common area lighting/heating (hallways, etc.) \_\_\_\_
4. How many individual residential units are provided for the following gas services?  
 Lighting \_\_\_\_ Heating \_\_\_\_ Water Heating \_\_\_\_ Cooking \_\_\_\_  
 Common area lighting/heating (hallways, etc.) \_\_\_\_

PSC NO. 219 GAS  
 NIAGARA MOHAWK POWER CORPORATION  
 INITIAL EFFECTIVE DATE: NOVEMBER 20, 2017

LEAF: 234  
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## B. Electric Information

1. The amount and nature/type of your electric usage will generally determine the rate at which you will be billed. Which of the following best describes your business or premises? (*Check only one*)
  - ☐ Store, restaurant, commercial office suite
  - ☐ Medical or professional office building or suite
  - ☐ Apartment or premises in a residential building, where business is also conducted (Example: doctor's office, beauty parlor, real estate, etc.)
  - ☐ Hotel, motel, hospital, nursing home
  - ☐ Religious use, as a house of worship, living quarters for the clergy, rectory or parochial school
  - ☐ Other (Describe) \_\_\_\_\_
2. Which of the following best describes your use of electricity? (*Check only one*)
  - ☐ Exclusively for hall lighting, elevators, and other common areas of apartment or commercial building
  - ☐ Entire premise for your own use (Example: retail store)
  - ☐ Entire premise, including redistributing electricity to: ☐ Residential Tenants ☐ Commercial Tenants
3. Do you have the following? (*Check all that apply*)
  - ☐ An emergency generator
  - ☐ Electric space heating
  - ☐ Electric hot water heating
4. Do you know what high consumption equipment you will be using? If so, enter below. If not, leave blank.
 

Electric Equipment Type (i.e. air condition)	# of units	Kilowatts (kws)	Horsepower (HP)
5. You have a right to request that we perform an inspection to assure the accuracy of the meter(s) on which you will be billed. To request such an inspection please place an 'X' here: \_\_\_\_\_
6. Have you or do you plan to add or remove any equipment, make any renovations, or implement any changes to your business operations that would significantly increase or decrease the amount of electricity compared to the previous occupant?
  - ☐ Yes ☐ No If yes, please provide details: \_\_\_\_\_

PSC NO: 219 GAS  
 NIAGARA MOHAWK POWER CORPORATION  
 INITIAL EFFECTIVE DATE: NOVEMBER 20, 2017

LEAF: 235  
 REVISION: 3  
 SUPERSEDING REVISION: 2

## C. Gas Information

1. The amount and nature/type of your gas usage will generally determine the rate at which you will be billed. Which of the following best describes your business or premises? (*Check only one*)

Non-Human Needs

- ☐ Store, restaurant, commercial office  
☐ Religious use, as a house of worship, living quarters for the clergy, rectory or parochial school  
☐ Veteran's Organization  
☐ Warehouse

Human Needs

- ☐ Apartment House  
☐ Mobile Home Park  
☐ Correctional Facility  
☐ General Medical or Psychiatric Hospital  
☐ Condominium  
☐ Medical or Dental Office or Clinic  
☐ Rooming or Boarding House  
☐ Nursing Home or Adult Home  
☐ Multi-Family Dwelling

2. Which of the following best describes your use of gas? (*Check all that apply*)

- ☐ Hot Water Heating burner  
☐ Commercial Cooking  
☐ Gas air-conditioning  
☐ Laundry Dryers  
☐ Gas redistribution to tenants for cooking  
☐ Electricity Generator  
☐ Dual-fuel  
☐ Space Heating

3. Is your business located at a Building of Public Assembly as described below?

- ☐ School, Hospital, Nursing Home or Institution licensed by NYS for the Care of Children  
☐ Factory which normally employs 75 or more people  
☐ Other building with nominal capacity of 75 or more persons to which public is regularly admitted (excluding those used solely as office buildings or residential apartments and normally have no other utilization in excess of the 75-person limit).

4. Do you know what high consumption equipment you will be using? If so, enter below. If not, leave blank.

Gas Equipment Type (ex. furnace)	British Thermal Units (BTUs)	No. of Units

5. Have you or do you plan to add or remove any equipment, make any renovations, or implement any changes to your business operations that would significantly increase or decrease the amount of gas compared to the previous occupant?

☐ Yes ☐ No If yes, please provide details:

\_\_\_\_\_

6. You have a right to request that we perform an inspection to assure the accuracy of the meter(s) on which you will be billed. To request such an inspection please place an 'X' here: \_\_\_\_\_

PSC NO: 219 GAS  
 NIAGARA MOHAWK POWER CORPORATION  
 INITIAL EFFECTIVE DATE: NOVEMBER 20, 2017

LEAF: 236  
 REVISION: 4  
 SUPERSEDING REVISION: 3

**Based on your responses, we have determined the following information:**

Type of Service	Rate	Revenue Class	SIC Code	Assigned by	Date
Gas					
Electric					

**To be completed by ALL applicants: Public Service Law § 76 permits certain corporation or associations organized and conducted in good faith for religious purposes, including the operation by such corporation or association of a school, notwithstanding that secular subjects are taught at such school, certain community residents as defined in the Mental Hygiene Law, and posts or halls, owned or leased by a not-for-profit corporation that is a veteran' organization, to receive services at rates no greater than the rates charged to residential customers (please see the Additional Information section of this form for details). Residential rates are lower than commercial rates for most customers, but not all, customers. If Niagara Mohawk denies the customer application of residential rates, the Company shall, upon written request, inspect the applicant's premises and review the Company's decision in light of the information obtained from such an inspection. The applicant may appeal Niagara Mohawk's denial of residential rates to the Public Service Commission.**

**Applicant Commitment/Signature/Customer Certification of Application**

With my signature below, I certify that, to the best of my knowledge, the information provided in this application is accurate and does not contain any misrepresentations. My signature below also serves as acknowledgement that I have been provided with the "Your Rights and Responsibilities as a Non-Residential Customer" brochure, which describes common non-residential service classifications and other aspects of non-residential service.

Print Name of Person Signing Application: \_\_\_\_\_

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

Full Signature: \_\_\_\_\_

The signatory represents and warrants to National Grid that he or she has the full authority to execute this Application on behalf of the business identified on Page 1 of this application.

**For Company Use Only**

Account Number \_\_\_\_\_ Date Service Requested For \_\_\_\_\_

Security Deposit ☐ Yes ☐ No | Amount (if applicable) \_\_\_\_\_

Application Status	Approved by	Date	Service provided on
	Denied by	Date Issued	Denial Reason

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: NOVEMBER 20, 2017

LEAF: 237  
REVISION: 5  
SUPERSEDING REVISION: 4

### **ADDITIONAL INFORMATION**

This section provides additional information for those applying for residential rates as a religious organization, community residence, or a veterans' organization.

Certain religious organizations, community residences, as defined in the Mental Hygiene Law, and posts or halls, owned or leased by a not-for-profit corporation that is a veterans' organization, may have the choice of being billed under either residential rates or commercial rates.

For most customers, if you qualify, residential rates are more economical. To receive service under residential rates, you must document your eligibility by attaching the requested information to the Application For Service For Non-Residential Customers. If you submit sufficient documentation to Niagara Mohawk at a later date, the account will be transferred to residential rates as of the date we receive the documents.

If this is a religious organization, you are eligible for residential rates if the premises are used primarily and principally for religious purposes (e.g. for divine worship or other religious observances) or is a school operated by a religious organization with required religious instruction, notwithstanding that secular subjects are taught at such school. To qualify for residential rates, you must provide documentation of your eligibility. Examples of acceptable proof include, but are not limited to: Certificate of Incorporation under the NYS Religious Corporations Law or Education Law; religious charter; letter from a recognized "parent" religious organization; religious designation from the IRS or other governmental agency; or other reasonable documentation that shows your group is organized, in good faith, for religious purposes and that the premises are used primarily and principally for religious purposes. Niagara Mohawk reserves the right to request additional documentation in support of a residential rate. If you apply for and are denied residential rates, you may request, in writing, that we inspect the premises and review the rate determination in light of the information obtained from the inspection. You may also appeal the rate classification to the Public Service Commission.

If this is a community residence, you are eligible for residential rates if, as defined in the Mental Hygiene Law, the residence is operated by a not-for-profit corporation and is either (1) a "supervised living facility" (as defined in the Mental Hygiene Law) providing 24-hour per day on-site supervision and living accommodations for 14 or fewer residents; or (2) a "supportive living facility" (as defined in the Mental Hygiene Law) providing supervised independent living without 24-hour per day on-site supervision. To qualify for residential rates, you must document your eligibility by providing a copy of your Certificate of Incorporation under the Not-For-Profit Corporation Law and license from the NYS Office of Mental Hygiene or the NYS Office of Mental Retardation and Developmental Disabilities. NOTE: Usage must be primarily and principally in connection with a community residence.

If this is a veterans' organization, you are eligible for residential rates under Public Service Law § 76, if the premises is a post or hall owned or leased by a not-for-profit veterans' organization. To qualify for residential rates, eligible customers must submit certification of their status as an organization exempt under IRC Section 501(c)(19)

#### **If you are applying for residential rates as a religious organization, community residence, or a veterans' organization:**

**You May Be Required To Pay A Deposit:** You may be required to pay a deposit when applying for service. The Company has the sole right to determine whether a deposit will be applied and the amount of the deposit. For heating customers, the deposit is based on the cost of two months' service during the heating season. You may call the Company in advance to find out approximately what the deposit amount will be.

**Security Deposit Information:** New non-residential customers are required to pay a deposit when applying for service. Interest is applied only for cash deposits to your account annually at a rate set by the Public Service Commission.

If you have questions about any of the above items, please check with your accountant or contact the NYS Dept. of taxation and the Finance at 1-800-225-5829

#### **HOW TO REACH US BY PHONE**

Call our Commercial Team service Number at 1-800-664-6729 Monday-Friday from 8 am to 4 pm.

Have your account number ready.



PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 07/25/05

LEAF: 238  
REVISION: 1  
SUPERSEDING REVISION: 0

**RESERVED FOR FUTURE USE**

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 07/25/05

LEAF: 239  
REVISION: 1  
SUPERSEDING REVISION: 0

**RESERVED FOR FUTURE USE**

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 07/25/05

LEAF: 240  
REVISION: 1  
SUPERSEDING REVISION: 0

**RESERVED FOR FUTURE USE**

PSC NO: 219 GAS  
 NIAGARA MOHAWK POWER CORPORATION  
 INITIAL EFFECTIVE DATE: 08/01/03

LEAF: 241  
 REVISION: 0  
 SUPERSEDING REVISION:

**APPLICATION FOR SERVICE UNDER  
 SERVICE CLASSIFICATION NO. 9 – TRANSPORTATION SERVICE  
 FOR LONG TERM LARGE VOLUME CUSTOMERS  
 FORM "T9"**

Date \_\_\_\_\_, 20 \_\_\_\_

THE UNDERSIGNED, (hereafter called "Customer") hereby requests a gas service proposal from NIAGARA MOHAWK POWER CORPORATION (hereafter called "Company") under Service Classification No. 9 for the \_\_\_\_\_ (hereafter called "Project") located in City or Village of \_\_\_\_\_, County of \_\_\_\_\_. A detailed description of the Project and its requirements are:

1. Customer  
 Customer Name: \_\_\_\_\_  
 Business Address: \_\_\_\_\_  
 Street: \_\_\_\_\_  
 Town: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
  
Principal Contact  
 Contact: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_
2. Electric Contract  
 Purchasing Utility: \_\_\_\_\_  
 Net Electrical Output: \_\_\_\_\_  
 Term: \_\_\_\_\_  
 Power Purchase Agreement (type): \_\_\_\_\_
3. Steam Contract  
 Steam Host: \_\_\_\_\_  
 Host Facility: \_\_\_\_\_  
 Term: \_\_\_\_\_
4. Gas Service  

Volume Requirements		Dt Hour Peak
		Dt Day Peak
		Dt Day Average
		Dt Annual Peak
		Dt Annual Average
Pressure Requested		psig
Minimum Required		psig

Issued By: William F. Edwards, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 08/01/03

LEAF: 242  
REVISION: 0  
SUPERSEDING REVISION:

**APPLICATION FOR SERVICE UNDER  
SERVICE CLASSIFICATION NO. 9 – TRANSPORTATION SERVICE  
FOR LONG TERM LARGE VOLUME CUSTOMERS  
FORM "T9" (CONTINUED)**

Load Factor

Availability Hours (% of 8760)	_____	
Operating Hours (% of 8760)	_____	
Alternate Fuel		
On Site Storage Capacity	_____	
Test Gas Date	_____	
Operation Date	_____	
Peak Shaving Availability	_____	Dt/Day
Nov. 1 to Apr. 16	_____	Number of Days

The Customer agrees to provide a plot plan depicting the location of metering facilities.

If terms and conditions are mutually agreed upon, then customer will enter into an Agreement with the Company under Service Classification No. 9.

\_\_\_\_\_  
Customer Name

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Acknowledgment:

NIAGARA MOHAWK POWER CORPORATION

By: \_\_\_\_\_

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

Issued By: William F. Edwards, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 08/01/03

LEAF: 243  
REVISION: 0  
SUPERSEDING REVISION:

**NATURAL GAS VEHICLE SERVICE  
APPLICATION FORM  
FORM "NGV"**

Date \_\_\_\_\_, 20 \_\_\_\_

THE UNDERSIGNED, (hereafter called "Customer") hereby applies to the Niagara Mohawk Power Corporation (hereafter called "Company") for \_\_\_\_\_ (firm or interruptible) natural gas vehicle sales service for use upon the premises located at \_\_\_\_\_

\_\_\_\_\_ (date).

The Customer agrees to observe and perform all the rules and regulations of the Company and to pay the rates provided by Service Classification No. \_\_\_\_\_, P.S.C. 219 for the sale of natural gas for use in motor vehicles. The Customer agrees to pay such rates and charges contained in the Company's gas tariff, P.S.C. No. 219 filed with the Public Service Commission (Commission) of the State of New York as the same may be from time to time changed, amended, and/or supplemented.

**TERM:**

The customer agrees that the initial term of service is one year commencing with the first day of the month in which natural gas vehicles are able to begin refueling. The Agreement will be continued from year to year thereafter unless terminated by advance written notice of either party to the other, given at least thirty (30) days prior to the applicable annual termination date or at any time by order of the Public Service Commission of the State of New York. Notwithstanding any other provisions of this Agreement or the Tariff Schedule, if the customer fails to comply with the terms and conditions of this Agreement, the Company shall have the right to terminate Natural Gas Vehicle Service provided hereunder.

**CUSTOMER DESIGNATION:**

Customers receiving service under this Service Classification will be designated as one of the following:

(Check only one)

\_\_\_\_\_ Type 1: Interruptible uncompressed natural gas service.

\_\_\_\_\_ Type 2: Firm uncompressed natural gas service.

\_\_\_\_\_ Type 3: Firm uncompressed natural gas for resale in a public refueling facility.

**RATE:**

The customer shall pay the Company for all services rendered hereunder and provided in Service Classification No. \_\_\_\_\_ of the Tariff Schedule, together with all other applicable adjustments, surcharges and taxes as specified in the Tariff Schedule.

Issued By: William F. Edwards, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 08/01/03

LEAF: 244  
REVISION: 0  
SUPERSEDING REVISION:

**NATURAL GAS VEHICLE SERVICE  
APPLICATION FORM  
FORM "NGV" (CONTINUED)**

**INCORPORATION BY REFERENCE:**

The customer shall comply with all applicable provisions of the applicable Natural Gas Vehicle rate, service classification, and the Tariff Schedule, as revised from time to time by filing of the Company or by order of the Public Service Commission.

**MISCELLANEOUS:**

1. Modifications - No modifications of the terms and provisions of this Service Agreement shall be or become effective except by the execution of written contracts.
2. Liability - The Company assumes no liability for the safety, workmanship, and effectiveness of customer's natural gas vehicles, including customer's compressed natural gas equipment and its installation.
3. Superseding Laws - This agreement and the respective obligations of the parties hereunder are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

**ACCEPTED:**

NIAGARA MOHAWK POWER CORPORATION

BY:

\_\_\_\_\_  
Duly Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ACCEPTED:**

\_\_\_\_\_  
Customer Name

\_\_\_\_\_  
Duly Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Issued By: William F. Edwards, President, Syracuse, New York

PSC NO: 219 GAS

LEAF: 245

NIAGARA MOHAWK POWER CORPORATION

REVISION: 1

INITIAL EFFECTIVE DATE: 04/01/18

SUPERSEDING REVISION: 0

STAMPS: Issued in compliance with order in Case No. 17-G-0239 dated March 15, 2018.

**GAS MAIN EXTENSION APPLICATION FORM  
APPLICATION FOR GAS MAIN EXTENSION  
FORM "B"**

THE UNDERSIGNED, hereby severally apply to NIAGARA MOHAWK POWER CORPORATION for an extension of its gas distribution system along \_\_\_\_\_

in the Town of \_\_\_\_\_ County of \_\_\_\_\_  
from \_\_\_\_\_ to \_\_\_\_\_  
\_\_\_\_\_ a distance of about \_\_\_\_\_ feet, to be constructed by

Company under the provisions of Rule 10 of **GENERAL INFORMATION** leaves of Company's Rate Schedule. Applicants agree to comply with the provisions of Rule 10 of **GENERAL INFORMATION** and pay the charges and/or surcharge required thereunder. Applicants will provide written consents or easements for rights of way satisfactory to Company.

Company is not obligated to serve nor undersigned to take service until receipt by Company of all the required signed applications.

Date	Applicant	Estimated Annual Surcharge or Contribution

\_\_\_\_\_  
PLEASE PRINT SIGNING AUTHORITY NAME

By \_\_\_\_\_  
Customer Signing Authority signature Today's Date

By \_\_\_\_\_  
National Grid Signature Today's Date

ACCEPTED: NIAGARA MOHAWK POWER CORPORATION

Issued By: Kenneth D. Daly, President, Syracuse, New York



PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 08/01/03

LEAF: 246  
REVISION: 0  
SUPERSEDING REVISION:

**NIAGARA MOHAWK POWER CORPORATION  
GAS MAIN EXTENSION FORM "C"  
(FOR CUSTOMERS WHOSE ANNUAL USAGE EQUALS OR EXCEEDS 25,700 DTS.)**

THE UNDERSIGNED hereby agrees to the following conditions of service:

1. A contribution in the amount of \$ \_\_\_\_\_ will be prepaid to the Company for the cost of the Company's new facilities not covered by two years of estimated adjusted gas revenues of \$ \_\_\_\_\_. The estimated adjusted gas revenues are based on an anticipated annual usage of \_\_\_\_\_. If after the specified two-year period, the Company's actual adjusted gas revenues reduce or eliminate the contribution paid, the Company will make an appropriate refund without interest.
2. In the event that at the end of the two-year period, the actual adjusted gas revenues are less than the estimate stated in Item 1, the undersigned hereby agrees to pay a contribution for the adjusted gas revenue deficiency determined by the Company.
3. If the Company is required to temporarily curtail gas service during the two-year period, the customer will be permitted an extension of time equal to the curtailment period for determining the actual purchases made and the Company's adjusted gas revenues.

ACCEPTED:

NIAGARA MOHAWK POWER CORPORATION

By: \_\_\_\_\_

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

CUSTOMER NAME:

\_\_\_\_\_

By Its Duly Authorized Representative

\_\_\_\_\_

Title

\_\_\_\_\_

Date

Issued By: William F. Edwards, President, Syracuse, New York

PSC NO: 219 GAS

LEAF: 247

NIAGARA MOHAWK POWER CORPORATION

REVISION: 1

INITIAL EFFECTIVE DATE: 01/15/14

SUPERSEDING REVISION: 0

STAMPS: Issued in compliance with order in Case No. 13-M-0061 dated November 18, 2013

**NIAGARA MOHAWK POWER CORPORATION  
DEFERRED PAYMENT AGREEMENT  
NON-RESIDENTIAL CUSTOMERS**

Customer Name \_\_\_\_\_ Account Number \_\_\_\_\_

Name of individual making agreement \_\_\_\_\_

Contact telephone no. \_\_\_\_\_

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

Agreement Taken	In Office	Amount Owing for Past Due Service Charges	\$ _____
	In Field	Amount Owing for Other Charges	\$ _____
	By Telephone	Amount Owing for Security Deposit	\$ _____
		<b>Total Amount Owing</b>	\$ _____

Date of Last Field Collection Call \_\_\_\_\_

Niagara Mohawk and the customer named above have entered into a Deferred Payment Agreement which follows. It is understood that the Company agrees not to shut-off service as long as the customer honors the terms of the Agreement. Terms of the Agreement are:

1. Timely payment of all current charges while this Agreement is in effect.
2. A down payment of \$ \_\_\_\_\_. The balance of \$ \_\_\_\_\_ is to be paid as follows:

Date	Payment	Date	Payment	Date	Payment
	\$		\$		\$
	\$		\$		\$
	\$		\$		\$

3. Late Payment Charges:

This Agreement may be subject to a late payment charge at the rate of one and one-half percent (1 1/2%) monthly, eighteen percent (18%) annually. Total late payment charges for the length of this agreement are calculated to be \$ \_\_\_\_\_. This amount may be greater or less, however, if payments are made either late or early.

A Security Deposit of \$ \_\_\_\_\_ to be paid as follows:

Date	Payment	Date	Payment	Date	Payment
	\$		\$		\$

Issued By: Kenneth D. Daly, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 08/01/03

LEAF: 248  
REVISION: 0  
SUPERSEDING REVISION:

**NIAGARA MOHAWK POWER CORPORATION  
DEFERRED PAYMENT AGREEMENT  
NON-RESIDENTIAL CUSTOMERS (CONTINUED)**

For this Agreement to become binding on both the customer and Niagara Mohawk, the customer must:

1. Sign and date the Agreement.
2. Make any required downpayment.
3. Return the signed Agreement to the Company no later than \_\_\_\_\_.

Should the customer enter into this Agreement and later fail to comply with the terms stated, Niagara Mohawk may issue a Final Termination Notice at once.

Rules pertaining to Deferred Payment Agreements for non-residential utility customers are contained in Title 16 of the New York Code of Rules and Regulations. The customer may contact the New York State Public Service Commission to determine if this Agreement conforms to those rules.

x		
	Customer's Signature (required to indicate acceptance of Agreement)	Date
x		
	Niagara Mohawk Signature (representative accepting Agreement)	Date

Issued By: William F. Edwards, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 08/01/03

LEAF: 249  
REVISION: 0  
SUPERSEDING REVISION:

**IRREVOCABLE LETTER OF CREDIT  
SAMPLE LETTER OF CREDIT**

Date

**IRREVOCABLE LETTER OF CREDIT**

Letter of Credit #

Expires:

To Whom It May Concern:

We hereby authorize you to value on (Name of bank) for the account of:

up to an aggregate amount of (\$) available by your draft at sight bearing this credit number accompanied by:

Your statement that the account of of is delinquent;

Two (2) copies of the bill(s) in the amount of the arrearages.

"It is a condition of the credit that it shall be deemed automatically extended without amendment for one (1) year from the present or any future expiration date hereof, unless thirty (30) days prior to any such date we shall notify you in writing that we elect not to consider this Letter of Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw the full amount of the credit hereunder, against your draft only, without the documentation mentioned herein."

**EXPIRATION DATE:**

Drafts must be negotiated not later than the expiration date shown above or any extension thereof and the amount must be endorsed in this letter of credit by the negotiating bank.

We hereby agree with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored on due presentation to the drawee.

Except: so far as otherwise stated, this credit is subject to the Uniform Customs and Practice for Documentary Credit 1974 revision International Chamber of Commerce brochure #290.

Very truly yours,

**AUTHORIZED SIGNATURE**

CJT/skm

Issued By: William F. Edwards, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 08/01/03

LEAF: 250  
REVISION: 0  
SUPERSEDING REVISION:

### LETTER OF CREDIT

(Bank Name and Address)

Date \_\_\_\_\_

Letter of Credit No.

To Whom It May Concern:

We hereby establish our IRREVOCABLE credit in your favor for the account of (Name of Customer)  
\_\_\_\_\_ available by your drafts drawn at (Bank Name and Address)  
\_\_\_\_\_ sight on  
(Date) \_\_\_\_\_ for any sum or sums not exceeding a total of \$ \_\_\_\_\_.

---

Accompanied by commercial invoice describing the merchandise as indicated below,

Except otherwise expressly stated herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1974 revision), International Chamber of Commerce, Publication No. 290.

Also except as otherwise expressly stated herein, any charges or commission in respect to the negotiation of drafts under this credit are for your account.

The amount of each draft negotiated, with the date of negotiation, must be endorsed hereon by the negotiating bank, and any draft presented to us shall constitute a warranty of the negotiating bank that such endorsement was effected.

All drafts drawn under this credit should bear the clause:

---

We hereby agree with you and with negotiating banks and bankers that all drafts drawn by virtue of this credit, and in accordance with its terms, shall meet with due honor upon presentation and delivery of documents as specified to: (Bank Name and Address) is negotiated, or if presented at this Office together with this letter of credit on or before \_\_\_\_\_.

Very truly yours,

Issued By: William F. Edwards, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 03/01/24  
STAMPS:

LEAF: 251  
REVISION: 1  
SUPERSEDING REVISION: 0

Bond No. \_\_\_\_\_

WITNESSETH: This Surety Bond given by \_\_, as Principal, and \_\_, as Surety, are jointly and severally bound unto Niagara Mohawk Power Corporation, as Obligor, in the amount of (Dollars)

\_\_\_\_\_ for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors, assigns or other legal representatives.

WHEREAS, the said Principal has requested the Obligor to furnish electric and gas service to the Principal at their present location:

(Indicate Customer Name and Address)

WHEREAS, the said Principal and/or Surety has promised to pay for such electric and gas service provided by the Obligor as bills are rendered, and is in default unless payment is made within twenty (20) days thereafter, without the usually required deposit being made by said Principal.

WHEREAS, the said Obligor has agreed to the foregoing on condition that it be indemnified against any loss or account thereof.

NOW, THEREFORE, the condition of the obligation is such that if the Principal and/or Surety shall pay or cause to be paid unto the Obligor, within twenty (20) days of rendering bills, all amounts that may at any time hereafter be due and owing to the Obligor by the Principal for electric and gas service furnished by the Obligor to the Principal at their present location, then this obligation shall be null and void, otherwise to remain in full force and effect.

This Bond is subject to the following terms, limitations and conditions:

1. The term of this bond shall be indefinite commencing \_\_\_\_\_.
2. The Surety shall have the right to terminate its liability hereunder at any time by giving notice in writing to the Obligor and stating therein the effective date of such termination which date shall not be less than thirty (30) days after receipt of said notice by the Obligor. Such notice shall not limit or terminate this agreement in respect to any indebtedness which arises prior to the effective date of such termination by the Surety. Written notice must be via certified letter, return receipt requested, and mailed to Niagara Mohawk Power Corporation, (Local District Office Address); Attention - Credit Department.
3. It is understood and agreed between the Principal and the Obligor that upon receipt of Surety's thirty-day written notice of cancellation as provided above, the Obligor may demand a deposit from the Principal in the amount of \_\_\_\_\_ by written notice to Principal at least ten days prior to the termination or expiration of Surety's bond.
4. That no proceeding in law or in equity may be brought under this bond unless the same shall be commenced and process served prior to the expiration of one (1) year from the date of cancellation of this bond.

Issued By: Rudolph L. Wynter, President, Syracuse, New York

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 08/01/03

LEAF: 252  
REVISION: 0  
SUPERSEDING REVISION:

IN WITNESS WHEREOF, the Principal and Surety have executed and delivered this bond this  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
By \_\_\_\_\_

\_\_\_\_\_  
By \_\_\_\_\_ Surety

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 08/01/03

LEAF: 253  
REVISION: 0  
SUPERSEDING REVISION:

**NON-RESIDENTIAL CUSTOMER PROMISE TO PAY BILLS UPON RECEIPT**

NIAGARA MOHAWK ACCOUNT NUMBER:

NAME OF ACCOUNT:

SERVICE ADDRESS:

SERVICE TELEPHONE:

NAME OF CUSTOMER:

I, \_\_\_\_\_ BEING RESPONSIBLE FOR PAYMENT OF  
NIAGARA MOHAWK SERVICE BILLS AT THE ACCOUNT DESCRIBED ABOVE,  
ACKNOWLEDGE THE DUE DATE FOR PAYMENT OF MY SERVICE BILLS AS THE DATE  
THE BILL IS RECEIVED, AND THEREFORE, PROMISE TO PAY ALL SERVICE BILLS  
IMMEDIATELY UPON RECEIPT.

IN LIEU OF PROVIDING NIAGARA MOHAWK WITH A LAWFULLY REQUIRED  
SECURITY DEPOSIT, I HAVE VOLUNTARILY ENTERED INTO THIS PROMISE. I  
UNDERSTAND THAT SHOULD I FAIL TO PAY ANY SERVICE BILL UPON RECEIPT,  
NIAGARA MOHAWK MAY SEND ME A FINAL TERMINATION NOTICE AT ONCE.

THE UNDERSIGNED COMPANY REPRESENTATIVE HAS FULLY EXPLAINED NIAGARA  
MOHAWK'S RIGHTS AND OPTIONS SHOULD I FAIL TO PAY FOR BILLED SERVICE  
CHARGES IN ACCORDANCE WITH THE TERMS OF THIS DOCUMENT.

SIGNED: \_\_\_\_\_ (CUSTOMER)

DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

SIGNED: \_\_\_\_\_ (NIAGARA MOHAWK)

TITLE: \_\_\_\_\_

DATE \_\_\_\_/\_\_\_\_/\_\_\_\_



PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 08/01/03

LEAF: 254  
REVISION: 0  
SUPERSEDING REVISION:

NIAGARA MOHAWK POWER CORP., 300 ERIE BLVD. W., SYRACUSE, NY 13202  
CUSTOMER INQUIRIES TELEPHONE NUMBER: XXX-XXX-XXXX

<b>RESIDENTIAL DEFERRED PAYMENT AGREEMENT</b> <b>(IF FULL PAYMENT HAS ALREADY BEEN MADE, PLEASE DISREGARD THIS OFFER)</b>			
CUSTOMER NAME	BT	DIST	PREMISE NO.
NAME OF INDIVIDUAL MAKING AGREEMENT	CONTACT TELEPHONE NO.		
SERVICE ADDRESS	DATE AGREEMENT OFFERED		

**PAYMENT AGREEMENT RULES AND INFORMATION.**  
**PLEASE READ THE FOLLOWING CAREFULLY BEFORE YOU SIGN THIS AGREEMENT.**

1. NIAGARA MOHAWK IS REQUIRED OFFER YOU A PAYMENT AGREEMENT THAT YOU ARE ABLE TO PAY.
2. NORMALLY, PAYMENT AGREEMENTS REQUIRE THAT YOU MAKE A DOWNPAYMENT, PAY YOUR CURRENT BILLS ON TIME AND MAKE AN INSTALLMENT PAYMENT EACH MONTH TOWARD YOUR ARREARS BALANCE. IF YOU CAN SHOW THAT YOUR PRESENT FINANCIAL CIRCUMSTANCES WILL NOT ALLOW YOU TO MAKE SUCH PAYMENTS, WE ARE PREPARED (WHERE APPROPRIATE) TO OFFER AGREEMENTS THAT DO NOT REQUIRE A DOWNPAYMENT AND WITH MONTHLY INSTALLMENTS AS LOW AS \$10 ABOVE THE MONTH OF YOUR CURRENT BILL.
3. IF A PERSONAL OR TELEPHONE INTERVIEW TAKES PLACE, WE MAY ASK QUESTIONS REGARDING YOUR INCOME, EXPENSES AND AVAILABLE ASSETS. YOU WOULD BE REQUIRED TO PROVIDE SUCH INFORMATION AND, IF REQUIRED, REASONABLE SUBSTANTIATION THAT THE INFORMATION YOU PROVIDE IS ACCURATE.
4. RECIPIENTS OF PUBLIC ASSISTANCE OR SUPPLEMENTAL SECURITY INCOME (SSI) MAY WISH TO CONSIDER CONTACTING THEIR LOCAL SOCIAL SERVICES OFFICE, AS THEY MAY BE ELIGIBLE FOR UTILITY BILL PAYMENT ASSISTANCE.
5. AFTER REVIEWING THE SPECIFIC TERMS OF THIS AGREEMENT (STATED BELOW) IF YOU FEEL YOU ARE NOT ABLE TO MAKE THE REQUIRED PAYMENTS - DO NOT SIGN THIS AGREEMENT. IF YOU HAVE QUESTIONS OR WISH TO DISCUSS THE TERMS WITH A NIAGARA MOHAWK REPRESENTATIVE, CALL \_\_\_\_\_.

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**RESIDENTIAL DEFERRED PAYMENT AGREEMENT (CONTINUED)**

**HOW PAYMENTS WILL BE MADE IF YOU ACCEPT THIS AGREEMENT**

AS OF \_\_\_\_/\_\_\_\_/\_\_\_\_, YOU OWE A PREVIOUS BALANCE OF \$\_\_\_\_\_, \_\_\_\_ AND CURRENT SERVICE CHARGES OF \$\_\_\_\_\_, \_\_\_\_ FOR A TOTAL AMOUNT OWING OF \$\_\_\_\_\_, \_\_\_\_.

A DOWNPAYMENT OF \$\_\_\_\_\_, \_\_\_\_ MUST BE MAKE, LEAVING A BALANCE OF \$\_\_\_\_\_, \_\_\_\_.

THIS BALANCE IS TO BE PAID IN \_\_\_\_\_ MONTHLY INSTALLMENTS OF \$\_\_\_\_\_, \_\_\_\_\_, DUE BY THE \_\_\_\_\_ DAY OF EACH MONTH. IN ADDITION, ALL BILLS YOU WILL BE RECEIVING FOR CURRENT SERVICE CHARGES DURING THE TIME THIS AGREEMENT IS IN EFFECT, MUST BE PAID BY THE DUE DATES SHOWN ON THE BILLS.

THIS AGREEMENT WILL NOT GO INTO EFFECT UNLESS YOU SIGN AND DATE ONE COPY OF THE AGREEMENT AND RETURN IT TO NIAGARA MOHAWK. THE SIGNED AGREEMENT AND DOWNPAYMENT SPECIFIED (IF ANY) MUST BE RECEIVED BY \_\_\_\_/\_\_\_\_/\_\_\_\_ IN ORDER TO PREVENT TERMINATION OF SERVICE.

\*\*\*\*\* PLEASE READ OTHER SIDE \*\*\*\*\*

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**RESIDENTIAL DEFERRED PAYMENT AGREEMENT (CONTINUED)**

**WHAT HAPPENS IF YOU DO NOT MAKE THE PAYMENTS**

IF YOU DO NOT MAKE ANY PAYMENT REQUIRED BY THE TERMS OF THE AGREEMENT, WE MAY INSIST UPON FULL PAYMENT OF ALL MONIES OWED TO US AND TAKE STEPS TO SHUT-OFF SERVICE, UNLESS, THE REASON FOR NOT MAKING PAYMENT IS THAT YOUR FINANCIAL CIRCUMSTANCES (INCOME AND EXPENSES) HAVE CHANGED SIGNIFICANTLY DUE TO THE CONDITIONS YOU COULD NOT CONTROL.

WE WILL GIVE YOU A NEW AGREEMENT IF YOU TELL US EXACTLY WHAT HAS TAKEN PLACE AND CAN SHOW THAT THE REASONS FOR NOT MAKING PAYMENT WERE TRULY DUE TO CONDITIONS BEYOND YOUR CONTROL.

**ASSISTANCE**

IF YOU WISH TO SPEAK WITH A NIAGARA MOHAWK REPRESENTATIVE, PLEASE CALL US AT THE TELEPHONE NUMBER SHOWN ON THE OTHER SIDE OF THIS AGREEMENT. IF FURTHER HELP IS NEEDED, YOU MAY CALL THE NEW YORK STATE PUBLIC SERVICE COMMISSION AT 1-800-342-3377, 8:30 A.M. TO 4:30 P.M., MONDAY THROUGH FRIDAY.

**BUDGET BILLING OPTION**

IF YOU ARE NOT ALREADY ENROLLED IN OUR BUDGET BILLING (HELP PLAN), AND WISH TO ENROLL, PLACE A CHECK MARK IN THE BOX BELOW AND WE WILL START YOU ON THE PLAN. THE BUDGET BILLING PLAN ALLOWS YOU TO PAY THE TOTAL AMOUNT OF YOUR ANNUAL SERVICE CHARGES IN TWELVE (12) NEARLY EQUAL MONTHLY PAYMENTS. THIS PLAN PERTAINS ONLY TO NEW BILLS YOU WILL BE RECEIVING AND DOES NOT CHANGE THE SPECIFIC TERMS OF THE PAYMENT AGREEMENT.

YES, I WOULD LIKE TO BE PUT ON THE BUDGET BILLING PLAN.

**ACCEPTANCE OF AGREEMENT**

COMPANY ACCEPTANCE: BY THIS STATEMENT, NIAGARA MOHAWK VERIFIES THAT SPECIFIC TERMS OFFERED ON THIS DOCUMENT ARE AN ACCEPTABLE AGREEMENT FOR PAYMENT OF MONIES OWING.

CUSTOMER ACCEPTANCE: TO INDICATE ACCEPTANCE; SIGN, DATE AND PRINT NAME.

I HAVE READ, UNDERSTAND AND ACCEPT THE TERMS OF THIS AGREEMENT.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINT NAME: \_\_\_\_\_

BY SIGNING AND RETURNING ONE COPY, YOU WILL BE AGREEING TO MAKE PAYMENTS ACCORDING TO THE TERMS OF THIS AGREEMENT, IN RETURN, NIAGARA MOHAWK WILL AGREE NOT TO SHUT-OFF YOUR SERVICE FOR NON-PAYMENT, FOR AS LONG AS YOU CONTINUE TO HONOR THE TERMS OF THE AGREEMENT.

IF YOU DO NOT SIGN AND RETURN THE AGREEMENT (OR CONTACT US TO DISCUSS ALTERNATIVE TERMS) AND A FINAL TERMINATION NOTICE IS IN EFFECT, WE WILL TAKE NECESSARY STEPS TO TERMINATE YOUR SERVICE.

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**RESIDENTIAL DEFERRED PAYMENT AGREEMENT (CONTINUED)**

COMPANY REP: TO BE COMPLETED WHEN AGREEMENT IS MADE DURING PERSONAL CONTACT  
(OFFICE, FIELD OR TELEPHONE) WITH THE CUSTOMER.  
COMPANY REPS NAME: \_\_\_\_\_

AGREEMENT TAKEN IN: \_\_\_\_\_ OFFICE \_\_\_\_\_ FIELD \_\_\_\_\_ TELEPHONE CONTACT

TERMS: \_\_\_\_\_ STANDARD \_\_\_\_\_ LONGER \_\_\_\_\_ SHORTER

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**CERTIFICATE OF COMPLIANCE  
DWELLING CONVERTING TO GAS SPACE HEAT**

One of the following certificates shall be completed and signed:

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

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

_____	_____
Date	Signature of Owner
	_____
	Address
_____	_____
Date Received	Signature of NMPC Representative

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

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

_____	_____
Date	Signature of Contractor or NMPC Representative
_____	_____
Date Received	Signature of NMPC Representative

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