

..DID: 9014  
..TXT: PSC NO: 12 GAS LEAF: 1  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
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RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

SUPERSEDING PSC NO. 11

**CENTRAL HUDSON GAS & ELECTRIC CORPORATION**

**SCHEDULE**

**FOR**

**GAS SERVICE**

(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.)

Subsequent changes will be effective as shown on individual leaves

PSC NO: 12 GAS  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
 INITIAL EFFECTIVE DATE: 5/01/2020

LEAF: 2  
 REVISION: 4  
 SUPERSEDING REVISION: 3

## TABLE OF CONTENTS

<u>General Information</u>	<u>Leaf No.</u>
1. Territory to Which Schedule Applies	5
2. Definitions	6
3. Application for Service	10
4. Former Indebtedness Paid	12
5. Extension of Mains and Service Lines	14
6. Rights-of-Way	19
7. Underground Residential Distribution Systems in Subdivisions	19
8. Temporary Service	20
9. Customer's Installation	21
10. Company's Property	22
11. Access to Customer's Premises and Inspection of Company Apparatus	23
12. Metering	24
12.1 Automated Meter Recording Opt Out	24.1
13. Billing for Service Supplied	25
14. Meter Reading, Estimated Bills and Backbilling	26
15. Shared Meters	35
16. Payment of Bills and Charges for Late Payment	36
17. Consumer Deposits	37
18. Discontinuance of Service	43
19. Complaint Procedures	52
20. Deferred Payment Agreement	53
21. Reconnection of Service	61
22. Reconnection Charge	63
23. Dishonored Payments	64
24. Non-Liability of Company	65
25. Unusual Conditions	66
26. Redistribution or Resale	67
27. Adjustment of Rates in Accordance With Changes in the Cost of Gas	68
28. Increase in Rates Applicable in Municipality Where Service is Supplied	75
29. Attachment of New Customers and Supply of Additional Firm Gas	77
30. Application for Gas Service	79
31. Curtailment of Gas Service	82
32. Minimum Insulation Standards for the Provision of Gas and Electric Service	86
33. Incremental Pricing	95
34. Refund of Overpayment	96
35. Form of Service Agreement Applicable to Aggregated and Interruptible Transportation (Service Classification No. 9)	97

Effective date postponed to 07/01/2020. See Supplement No. 57.

Issued by: Anthony S. Campagiorni, Vice President, Poughkeepsie, New York

PSC NO: 12 GAS LEAF: 3  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 13  
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## TABLE OF CONTENTS

<u>General Information</u>	<u>Leaf No.</u>
36. Reserved for Future Use	100
37. Levelized Payment Billing	103
38. Service Guarantee	105
39. Form of Service Agreement Applicable to Upstream Capacity Assignment	107
40. Form of Transportation Service Agreement (Service Classification No. 11)	108
41. Retail Access Program	110
42. Other Charges and Adjustments	126
43. Balancing Service Charge	130
44. New York State Energy Research and Development Authority Loan Installment Program	132
45. Excelsior Jobs Program	135
46. Community Choice Aggregation	139
 <u>Addenda</u>	
<b>UBP - Uniform Business Practices</b>	
Definitions	Section 1
Eligibility Requirements	Section 2
Creditworthiness	Section 3
Customer Information	Section 4
Changes in Service Providers	Section 5
Customer Inquiries	Section 6
Distribution Utility Invoices	Section 7
Disputes Involving Distribution Utilities, ESCOs or Direct Customers	Section 8
Billing and Payment Processing	Section 9
Marketing Standards	Section 10
 <b>UBP-DERS - Uniform Business Practices for Distributed Energy Resource Suppliers</b>	
Definitions	Section 1
Generally Applicable Provisions for DER Suppliers	Section 2
Sales Agreements (Generally Applicable)	Section 2A
General Marketing Standards (Generally Applicable)	Section 2B
Customer Data (Generally Applicable)	Section 2C
Responsibility For contractors and Other Third Party Agents (Generally Applicable)	Section 2D
Customer Inquiries and Complaints (Generally Applicable)	Section 2E
Consequences for Violations (Generally Applicable)	Section 2F
Oversight Requirements (Generally Applicable)	Section 2G
Provisions Specific to CDG and On-Site Mass Market DG Providers	Section 3
Registration Requirements (CDG and On-Site Mass Market DG Providers)	Section 3A
Enhanced Marketing and Advertising Standards (CDG and On-Site MM DG Providers)	Section 3B
Minimum Standards for Sales Agreements (CDG and On-Site Mass Market DG Providers)	Section 3C
Standard Customer Disclosure Statements (CDG and On-Site Mass Market DG Providers)	Section 3D
Customer Inquiries and Complaints (CDG and On-Site Mass Market DG Providers)	Section 3E
Reporting Requirements (CDG and On-Site Mass Market DG Providers)	Section 3F

PSC NO: 12 GAS  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
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 SUPERSEDING REVISION: 4

**SERVICE CLASSIFICATIONS**

<u>Number</u>	<u>Availability</u>	<u>Leaf No.</u>
1 Residence Rate	Entire Territory	148
2 Commercial and Industrial Rate	Entire Territory	151
3 Off-Peak Large Volume Rate Priority A	Canceled	155
4 Off-Peak Large Volume Rate Priority B	Canceled	156
5 Seasonal Rate	Canceled	157
6 Firm Transportation Rate - Core	Entire Territory	158
7 Interruptible Transportation Rate	Canceled	165
8 Interruptible Rate	Entire Territory	166
9 Interruptible Transportation Rate	Entire Territory	170
10 Capacity Brokering	Entire Territory	176
11 Firm Transportation - Core	Entire Territory	181
12 Aggregated Firm Transportation Rate - Residence	Entire Territory	186
13 Aggregated Firm Transportation Rate - Commercial and Industrial	Entire Territory	191
14 Interruptible Transportation Service - Electric Generation Facilities	Entire Territory	196
15 Distributed Generation - Commercial and Industrial	Entire Territory	204
16 Distributed Generation - Residence	Entire Territory	211

PSC NO: 12 GAS  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
 INITIAL EFFECTIVE DATE: 01/01/14

LEAF: 5  
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 SUPERSEDING REVISION: 1

**1. TERRITORY TO WHICH SCHEDULE APPLIES**

<u>Cities</u>	<u>Villages</u>	<u>Towns</u>	<u>County</u>
		Coeymans	Albany
Beacon	Fishkill	East Fishkill Carmel	Dutchess Putnam
Poughkeepsie	Wappingers Falls	Fishkill Hyde Park LaGrange Poughkeepsie Wappinger Pleasant Valley	Dutchess
	Athens Catskill Coxsackie	Athens Catskill Coxsackie New Baltimore	Greene
Newburgh	Cornwall-on-Hudson Highland Falls Maybrook Montgomery	Cornwall Hamptonburgh Highlands Montgomery (Part) Newburgh New Windsor Woodbury	Orange
Kingston	Saugerties	Esopus Lloyd Marlboro Saugerties Shawangunk Ulster	Ulster
	New Paltz	New Paltz	

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..TXT: PSC NO: 12 GAS LEAF: 6  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
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## 2. DEFINITIONS

"Company" means the Central Hudson Gas & Electric Corporation.

"Customer" means either a present or prospective user of the Company's gas service.

"Applicant" means a customer, developer, builder or other person, partnership, association, corporation or governmental agency applying for gas service or for the construction of gas lines.

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

A "non-residential customer" is a person, corporation or other entity receiving gas service who is not a residential customer, as defined in 16 NYCRR 11.

A "new customer" is a customer who was not the last previous customer at the premises to be served, regardless of whether such customer previously was or is still a customer of the utility at a different location.

A "seasonal customer" is a customer who applies for and receives utility service periodically each year, intermittently during the year, or at other irregular intervals.

A "short-term residential" or "temporary residential customer" is a residential customer who applies for and receives gas service for a specified time that does not exceed one year.

A "short-term non-residential" or "temporary non-residential customer" is a non-residential customer who applies for and receives gas service for a specified time that does not exceed two years.

An "actual reading" is one obtained by a utility employee.

An "access controller" is a party known to the utility to be in control of access to the metering equipment of a customer, and to have an active account of its own with the utility.

A "payment" is considered to be made on the date when it is received by a utility or one of its authorized agents.

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## **2. DEFINITIONS** (Cont'd)

A "late payment" is any payment made more than 20 calendar days after the date payment was due. Payment is due whenever specified by a utility 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.

"Arrears" are charges for which payment has not been made more than 20 calendar days after payment was due.

A "delinquent customer" is a customer who has made a late payment on two or more occasions within the previous 12 month period.

A "business day" is any Monday through Friday when the Company's business offices are open.

A "deferred payment agreement" is a written agreement for the payment of outstanding charges over a specified period of time. It must be signed in duplicate by a Company representative and the customer, and each must receive a copy, before it becomes enforceable by either party.

A "levelized payment plan" is a billing plan designed to reduce fluctuations in a customer's bill payments due to varying, but predictable, patterns of consumption.

A "backbill" is that portion of any bill, other than a levelized bill, which represents charges not previously billed for service that was actually delivered to the customer during a period before the current billing cycle. A bill based on an actual reading rendered after one or more bills based on estimated or customer readings 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.

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

"Utility deficiency" means any action or inaction by the Company or one of its authorized agents that does not substantially conform to the rules and regulations of 16 NYCRR Part 13, the Company's tariff or the Company's written business procedures.

A "main" shall mean a pipeline located on a public or private right-of-way which is generally available or used to transport gas to more than one service line.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
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LEAF: 8  
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## **2. DEFINITIONS** (Cont'd)

A "service line" shall mean a piping, including associated metering and pressure reducing appurtenances, that transports gas below grade from a main to the first accessible fitting inside the wall of a customer's building when a meter is located within the building; if a meter is located outside the building, the service line will be deemed to terminate at the outside of the building foundation wall.

"Customer Buying Group" is a group of customers formed for the sole purpose of transporting gas under the Company's aggregated transportation tariff.

"Company's Calendar of Gas Transportation Scheduling" is a schedule which indicates when information pertaining to transportation gas is to be made available. The Calendar is available on the Company's website.

"Core Market Customer" is a customer who lacks alternatives to natural gas or chooses not to utilize alternatives to natural gas. If a customer chooses to be a core customer for a specific application or end-use, such application must be separately metered. Service to core customers is provided under Service Classification Nos. 1, 2, 6, 11, 12, 13, 15 and 16.

"Non-Core Market Customer" is a customer who has and chooses to utilize alternatives to natural gas. If a customer chooses to be a non-core customer for a specific application or end-use, such application must be separately metered. Service to non-core customers is provided under Service Classification Nos. 8 and 9.

"Maximum Daily Quantity" - (MDQ) is the maximum volume of gas the Company is obligated to accept on behalf of a transportation customer during the twenty four hour period beginning at 10:00 a.m. Eastern Standard Time each day.

"Streaming Transaction" is the arrangement by the Company for specific gas supplies dedicated to an individual customer, customer buying group or market.

"Upstream Capacity Assignment" is the assignment of transportation capacity on upstream pipeline(s) which is available to the Company for other parties.

"Total Contract Quantity" - (TCQ) is the amount of pipeline capacity required to be obtained by a Retail Supplier serving customers on Service Classification Nos. 6, 12 and 13.

"Daily Contract Quantity Forecast (Burnertip)" - ( $DCQ_{forecast}$ ) is the volume of gas, expressed in Ccf, to be delivered to the Company on a daily basis on behalf of a transportation customer as specified by the Company: (Number of days in month times non-heat factor plus the normal monthly degree days times the heat factor) divided by the number of days in the month.

"Daily Contract Quantity Actual (Burnertip)" - ( $DCQ_{actual}$ ) is an estimate of the volume of gas, expressed in Ccf, delivered to the Company on a daily basis based on the actual number of degree days: (Number of days in month times non-heat factor plus the actual monthly degree days times the heat factor) divided by the number of days in the month.

PSC NO: 12 GAS LEAF: 9  
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## **2. DEFINITIONS** (Cont'd)

"Aggregated Daily Contract Quantity Forecast (Citygate)" - ( $ADCQ_{\text{Forecast}}$ ) is the volume of gas, expressed in dekatherms (Dth), to be delivered to the Company on a daily basis on behalf of a Customer Buying Group, or Pool: sum of each Pool's  $DCQ_{\text{forecast}}$  multiplied by the factor of adjustment and converted from Ccf to Dth using the twelve-month system average BTU conversion factor.

"Aggregated Daily Contract Quantity Actual (Citygate)" - ( $ADCQ_{\text{actual}}$ ) is the sum of each Pool's  $DCQ_{\text{actual}}$  multiplied by the factor of adjustment and converted from Ccf to Dth using the twelve-month system average conversion factor.

"Operational Flow Order" - Orders which are issued to protect the operational integrity of the gas system.

"Qualified Seller or Agent" - A non-utility supplier that arranges to bring gas to the utility citygate on behalf of a customer or aggregated customer buying group.

"Interconnection Points" - The point of delivery between the Company's facilities and the upstream pipeline's facilities.

"Incremental Daily Contract Quantity (Citygate)" - ( $IDCQ$ ) is the incremental volume of gas, expressed in Ccf, to be delivered to the Company on a daily basis, on behalf of a transport customer to meet the customer's incremental natural gas requirements during periods of peak weather conditions.

"Decremental" – is the decremental volume of gas, expressed in Ccf, used to reduce forecasted daily nomination requirements to be delivered to the Company, on behalf of a transport customer during periods of significantly warmer than normal weather conditions.

A "public right-of-way" shall mean the territorial limits of any street, avenue, road or way (other than a limited access thoroughfare) that is for any highway purpose under the jurisdiction of the State of New York or the legislative body of any county, city, town or village and is open to public use.

An "adjusted gas revenue" shall mean the revenue realized from the applicable service classification rates and charges, minus revenue taxes, the minimum charge and the cost of gas.

In accordance with the Home Energy Fair Practices Act, a "residential applicant or customer" is a person who personally, or through a third party, requests gas service at a dwelling used in whole or in part as his or her residence, as defined in 16 NYCRR Section 11.2 for residential customers, and in 16 NYCRR Section 11.2 for residential applicants, for that person's residential use or the residential use by another person.

A "shared meter" means any utility meter that measures gas or electric provided to a tenant's dwelling and also measures service to other space outside that dwelling. "Service to other space" includes service to equipment, such as space-conditioning or water heating equipment, operated for the benefit of common areas of the building or other dwelling units.

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## 2. DEFINITIONS (Cont'd)

"Aggregator" is a non-utility entity that aggregates customers (including Direct Customers) for the purpose of obtaining natural gas supply for those customers but does not sell natural gas to these customers.

"Billing Agency" is a legal arrangement between a customer and a Marketer ("Billing Agency Agreement") in which a "Billing Agent" is authorized by a customer to: receive the customer's bills from the Company; consolidate those bills with the Marketer's charges; rebill the entire amount to the customer in a single bill format; receive payments from the customer; and remit the appropriate part of payments to the Company. A Marketer offering Billing Agency services may perform those services itself or obtain a third party to perform the services, but in either case, the Marketer is considered to be the customer's Billing Agent. Customers may also individually establish arrangements with third parties to perform similar services on their behalf, but those arrangements are not the subject of the Uniform Business Practices.

"Cramming" is the addition of unauthorized charges to a customer's bill.

"Direct Customer" is a customer that purchases and schedules the delivery of natural gas for its own consumption and not for resale. A Direct Customer does not have to file an application with the New York State 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 which would continue to be responsible individually for meeting requirements placed on Direct Customers.

"Natural Gas" - a customer, with an annual natural gas consumption in excess of 35,000 Ccf that acts on its own behalf in arranging to bring natural gas to Central Hudson's citygate.

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## **2. DEFINITIONS** (Cont'd)

"Distilled Fuel" includes diesel, kerosene and No. 2 fuel oil.

"Human Needs Customer" is a high priority customer such as residences, hospitals, and nursing homes, for which failure to get gas could be life threatening.

"Involuntary Switch" is a process or situation where someone changes a customer's energy supply from one supplier (Marketer or Central Hudson) to another without the customer's direct authorization, including a customer's return to Central Hudson service because of a supplier's failure to deliver. (See "Slamming" and the section entitled "Termination of Service.")

"Lockbox" is a collection mechanism agreed upon by Central Hudson and a Marketer/Direct Customer which employs a third party institution to receive and disburse customer payments.

"Marketer" is any non-utility entity that is determined eligible by the New York State Department of Public Service to provide or arrange to provide gas supply and other services on behalf of end use customers in New York State using the local utility's distribution system. (See "ESCO")

"New Delivery Customer" is a customer initiating delivery service.

"Slamming" is an Involuntary Switch that is not in accord with the "Discontinuance of Service" provisions set forth in the Uniform Retail Access Business Practices.

"Special Meter Read" is a service provided to obtain an actual meter reading on a date that is different than the regularly scheduled meter read date.

"Special Needs" - as defined by the Home Energy Fair Practices Act (HEFPA) and included in 16 New York Code of Rules and Regulations ("NYCRR") Section 11.5, those conditions of a customer who requires electrically-operated life-sustaining equipment, has a medical emergency, or is elderly, blind or disabled.

"Voluntary Switch" is a process or situation where a customer's energy supplier is changed from one provider, e.g., ESCO, Marketer or utility, to another provider with the customer's direct authorization.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
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### **3. APPLICATION FOR SERVICE**

#### Form of Application

##### A. Residential

A residential service application may be oral or written. An oral application for service shall be deemed completed when the applicant provides his or her name, address, telephone number and address of any prior account or any prior account number. The Company may require an applicant to complete a written application if:

1. there are arrears at the premises to be served and service was terminated for non-payment or is subject to a final notice of termination; or
2. there is evidence of meter tampering or theft of service; or
3. the meter has advanced and there is no customer of record; or
4. the application is made by a third party on behalf of the person(s) who would receive service.

Whenever a written application for residential service is required, the Company shall so notify the applicant as soon as practicable after the request for service is made, and in no event more than two business days after such request, and shall state the basis for requiring a written application. A written application may require the submission of information required in an oral application and reasonable proof of the applicant's identity and responsibility for service at the premises to be served. A written application containing the required information shall be deemed completed when received by the Company. The Residential Service Application is available on the Company's website. Applicable residential rates can be found under Service Classification No. 1.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
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### **3. APPLICATION FOR SERVICE** (Cont'd)

#### **Form of Application** (Cont'd)

#### **B. Nonresidential**

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

1. file a written service application containing information sufficient to establish the applicant's identity and responsibility for the premises as either the owner or occupant, the correct service classification, and who controls access to the meter(s) if not the customer;
2. comply with the Company's tariff and any applicable state, city or local laws or ordinances;
3. fulfill any applicable requirements of obtaining service found in Section 5. of this tariff relating to line extension and service;
4. make full payment for all amounts due and payable which are not either the subject of a pending bill dispute or of an existing deferred payment agreement that is in good standing.

The Commercial Account Application or Industrial Account Application is available on the Company's website. Applicable rates can be found under Service Classification Nos. 2, 6 & 13.

#### **C. Customer Consent to Contact**

1. By accepting gas service from the Company pursuant to the terms of this tariff, the 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.
2. Such calls shall be limited to calls that warn/inform the customer about planned or unplanned service outages; provide updates about service outages or service restoration; provide information about potential brown-outs due to heavy energy usage; ask for confirmation of service restoration or information about lack of service; provide notification of meter work, tree trimming, or other field work that affects the customer's utility service; notify customer 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 the customer's account. Calls may include contact from companies working on the Company's behalf to service the customer's account. Message and Data rates may apply.
3. The customer may opt out of 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 contact information below. Customers may also opt in to receive autodialed and prerecorded/automated calls and texts for Company sponsored programs by contacting the Company using the contact information below:

Via email to: [www.cenhud.com/contactus](http://www.cenhud.com/contactus)  
Via phone to: (845) 452-2700  
Via mail to: Central Hudson Gas & Electric Corp.  
Attention: Contact Center  
284 South Avenue  
Poughkeepsie, NY 12601

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
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REVISION: 1  
SUPERSEDING REVISION: 0

### **3. APPLICATION FOR SERVICE (Cont'd)**

D. **Tenant Energy Bill Data**

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

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..TXT: PSC NO: 12 GAS LEAF: 12  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
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#### 4. FORMER INDEBTEDNESS PAID

##### A. Obligation to Serve

###### Residential

The Company will not be obligated to provide service to an applicant who owes the Company money for residential service provided to a prior account in his or her name unless:

1. the applicant makes full payment for residential service provided to any such prior account in his or her name; or
2. the applicant agrees to make payments under a deferred payment plan of any amounts due for service to a prior account in his or her name; or
3. the applicant has pending a billing dispute with respect to any amounts due for service to a prior account in his or her name and has paid any amounts required to be paid; or
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 it is entitled to receive, payment for services due to a prior account in the applicant's name together with a guarantee of future payments to the extent authorized by the social services law; or
5. the Commission or its authorized designee directs the provision of service.

The Company shall not be obligated to provide seasonal or short-term service to an applicant who fails to post a lawfully required deposit.

The Company shall be obligated to provide service to any applicant who meets the requirements of paragraphs 3. and 4. above within five business days of receipt of a completed oral or written application for service except as provided under Public Service Commission rules contained in 16 NYCRR 11.3.

..DID: 9030  
..TXT: PSC NO: 12 GAS LEAF: 13  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
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**4. FORMER INDEBTEDNESS PAID** (Cont'd)

B. Obligation to Serve

**Nonresidential**

If a former nonresidential customer who is indebted to the Company attempts by some agency, relationship, or otherwise to obtain service, the Company reserves the right to refuse service until payment is made by such customer of all money due the Company.

The Company will either provide or deny service to any applicant as soon as reasonably possible, but no later than 10 calendar days after receipt of a completed application for service or such later time as may be specified by the applicant except:

1. where prevented by labor strikes, or other work stoppages;
2. where precluded by consideration of public safety;
3. where precluded by physical impediments including:
  - adverse weather conditions;
  - inability to gain access to premises in the possession of the applicant or others;
  - incomplete construction of necessary facilities by the applicant or inspection and certification thereof by the appropriate authorities; or
  - incomplete construction of necessary facilities by the Company.

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

The Company will provide service to any accepted applicant whose application for service was previously denied solely for failure to make full payment as provided in the Company's tariff, as soon as reasonably possible, but no later than three business days, or such later time as may be specified by the applicant, after payment is made, or 10 calendar days after receipt of the original application, whichever is later, except as provided in the first paragraph above.

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SUPERSEDING REVISION: 0

## **5. EXTENSION OF MAINS AND SERVICE LINES**

### **A. Company's Obligation to Provide Gas Service**

Upon written application by the owner or occupant of a building situated on property abutting on or having access to any public right-of-way in which the governmental authority having jurisdiction will permit the Company to install and maintain facilities, the Company shall furnish, place and construct, all mains, service lines, service connections and appurtenant facilities necessary to render service including costs legally imposed by governmental authorities for obtaining required work permits and for repairing or replacing disturbed pavement in accordance with the following provisions.

1. If an applicant requests residential non-heating service, the Company shall bear:

The material and installation costs relating to up to 100 feet of total main and 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 100 feet of main (if necessary) plus the length of service line necessary to reach the edge of the public right-of-way.

2. If an applicant requests residential heating service, the Company shall bear:

- a. The material and installation costs relating to up to 100 feet of main and appurtenant facilities; and
- b. Costs relating to 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.

3. If an applicant which will be a firm, non-dual fuel customer requests service other than residential service, the Company shall bear:

- a. The material and installation costs relating to up to 100 feet of main and appurtenant facilities; and

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..TXT: PSC NO: 12 GAS LEAF: 15  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
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**5. EXTENSION OF MAINS AND SERVICE LINES** (Cont'd)

A. Company's Obligation to Provide Gas Service (Cont'd)

- b. The cost of any service line, service connections and appurtenant facilities located in the public right-of-way; and
  - c. The cost of a portion of service line and appurtenances installed beyond the public right-of-way up to the greater of (a) 100 feet or (b) the length of a service line whose cost is equal to or less than two times the applicants estimated annual adjusted gas revenue.
4. The Company is under no obligation to provide additional facilities, without charge to applicants for interruptible or dual fuel non-residential service. Consideration of each applicant's request shall be made in accordance with General Information, Section 25, which warrants provision of the additional facilities required to supply the customer's prospective requirements by the Company.
  5. Whenever the actual cost per foot of a particular installation exceeds 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, the Company may apply to the Commission for relief deemed necessary to provide the service.

B. Obligation of All Applicants

1. All applicants shall be subject to the provisions of General Information, Sections 30 and 32 of this schedule; and
2. Shall assure the Company that he/she will be a reasonably permanent customer; and
3. Shall agree in writing to pay to the Company;
  - a. The material and installation costs relating to any portion of the service line, service connections and appurtenant facilities located on his/her property that exceeds the portion which the Company is required to install without charge;

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..TXT: PSC NO: 12 GAS LEAF: 16  
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**5. EXTENSION OF MAINS AND SERVICE LINES** (Cont'd)

B. Obligation of All Applicants (Cont'd)

- b. any surcharge relating to the portion of the main and appurtenant facilities that exceeds the portion the Company is required to install without charge; and
  - c. the rates charged like customers; and
4. The applicant shall furnish reasonable security as to the performance of his/her agreement, if required to do so by the Company.

C. Charges for Additional Facilities

1. Whenever the Company must install mains and appurtenant facilities in addition to those required without charge, the Company shall impose a surcharge subject to the following provisions:
  - a. The surcharge relating to mains and appurtenant facilities including return, depreciation, taxes and maintenance shall not exceed 20 percent per year of the actual reasonable cost of such facilities that exceeds the portion which the Company is required to install without charge to an applicant, if the Company lays a main of 4 inches or less in nominal diameter (in the case of low pressure distribution) or of 2 inches or less in nominal diameter (in the case of high pressure distribution). If the corporation lays a main greater than 4 inches in nominal diameter (in the case of low pressure distribution) or greater than 2 inches in nominal diameter (in the case of high pressure distribution), the surcharge shall not exceed 20 percent per year of the estimated reasonable cost of a 4-inch main (in the case of low pressure distribution), or a 2-inch main (in the case of high pressure distribution), unless the estimated consumption of the proposed customer(s) requires the installation of a larger-sized main, in which event the surcharge shall not exceed 20 percent per year of the actual reasonable cost of such main. The surcharge shall commence when gas service is first available to the applicant and shall be paid ratably for each billing period.
  - b. The surcharge shall be reduced by 50 percent of adjusted gas revenues, but the credit shall not exceed the amount of the surcharge as determined above.

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**5. EXTENSION OF MAINS AND SERVICE LINES** (Cont'd)

C. Charges for Additional Facilities (Cont'd)

- c. No surcharge shall be imposed if the total adjusted gas revenue from all customers served from a main extension is estimated to exceed 40 percent of the actual reasonable cost of such extension in each of any two consecutive calendar years.
- d. Whenever more than one customer is connected to a main extension, the surcharge shall be so adjusted that the Company shall not receive in any one calendar year a greater percentage from all customers served from the main extension than that applicable to such extension. The surcharge shall also be reasonably allocated among the customers being served from the main extension, taking into account the portion of mains and appurtenant facilities which the Company is required to provide without charge to each customer served from such facilities.
- e. Each surcharge shall cease:
  - (1) whenever the length of a main extension required to be provided without charge to all customers served from such extension shall equal or exceed the total length of such extension;
  - (2) whenever the total adjusted gas revenue from all customers served from a main extension shall equal or exceed 40 percent of the cost of such extension in excess of that required to be provided without charge, in each of any two consecutive calendar years; or
  - (3) after a period of ten years following its commencement.
- f. 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 shall be refunded to such customers.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
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### **5. EXTENSION OF MAINS AND SERVICE LINES** (Cont'd)

#### C. Charges for Additional Facilities (Cont'd)

2. An applicant shall pay the Company, in advance, the reasonable costs of installing service lines, service connections and appurtenant facilities necessary to provide service in excess of those to be provided by the Company without charge, as described by Paragraph b. The applicant shall have the option to provide the trenching, backfilling and/or restoration at applicant's expense, and if applicant so elects, all work shall be performed in accordance with specifications provided by the Company.

#### D. Installation Before Service Required

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

#### E. Inspection, Maintenance and Replacement of Facilities

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

#### F. Special Services on Customer's Premises at a Charge

1. At the Customer's request, the Company is to relocate or add equipment or facilities to suit the convenience of the Customer, the Customer shall reimburse the Company the entire cost incurred by the Company.
2. The cost to be charged for furnishing of the special services shall consist of the following elements of cost where applicable:
  - a. Labor of the Company organization unit involved at average payroll rate plus related expenses and indirect costs. Overtime and Sunday rates will be charged where applicable;
  - b. Use of transportation vehicles at rates covering operation, maintenance, carrying charges and taxes;
  - c. Material at the manufacturers' list price or in the event no such list prices are available at Company's storeroom cost plus a charge at the Company's current rate for handling, supervision, office costs, engineering, administration and inspection (municipal and/or sales taxes to be added where applicable);
  - d. Overhead cost shall include supervision, small tools, office costs, engineering, drafting, administration and inspection and shall be applied at the appropriate rate to the foregoing items.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 05/01/2020

LEAF: 19  
REVISION: 2  
SUPERSEDING REVISION: 1

#### **6. RIGHTS-OF-WAY**

- A. The applicant or customer shall execute and deliver to the Company free from cost satisfactory permanent easements or rights-of-way to permit the Company to provide the service requested.
- B. The Company shall not be obligated to provide service until the applicant or customer has:
1. Obtained and delivered to the Company satisfactory permanent easements or rights-of-way agreements; and
  2. Agreed to pay such costs as may be incurred by the Company if at the applicant's request it obtains such easements or rights-of-way agreements; and
  3. Furnished reasonable security as to performance of their agreement if so required by the Company.

#### **7. UNDERGROUND RESIDENTIAL DISTRIBUTION SYSTEMS IN SUBDIVISIONS**

Any service line, service connection and appurtenant facilities necessary to furnish permanent gas service to one or more multiple-occupancy dwellings (including four or more dwelling units) or within a residential subdivision in which it is planned to build five or more new residential dwellings shall be installed in accordance with the following.

- A. The applicant for construction of underground gas lines in a residential subdivision shall, prior to construction by the Company, fulfill the obligations imposed in General Information Section 5.B and:
1. Submit a URD application for an underground gas line extension.
  2. Install all other proposed underground facilities including water mains, sewer lines, drainage facilities and curbs.
  3. Make a deposit or contribution in the form of i) a non-refundable contribution, for the applicant's share of costs for installation in excess of the footage allowances provided, and/or ii) a refundable deposit, as described in General Information Section 7.B.
- B. Deposit and Contribution By the Applicant

To guarantee performance, before commencing construction, the Company may require from a non-residing applicant a reasonable deposit in an amount not to exceed the cost of proposed underground gas lines (7.B.1 & 2). Deposits shall be refunded to the applicant, with interest at the rate prescribed by the Public Service Commission with respect to customer deposits, on a pro rata basis as each dwelling unit is attached to the underground gas lines and a gas meter is connected. Any portion of the deposit remaining un-refunded five years from the date the Company was first ready to supply gas service from the underground gas lines (including any interest thereon) shall be retained by the Company and credited to the appropriate plant accounts. Upon the mutual agreement of both the Company and the applicant, a bond satisfactory to the Company may be posted in lieu of any deposit.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
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SUPERSEDING REVISION:

## **7. UNDERGROUND RESIDENTIAL DISTRIBUTION SYSTEMS IN SUBDIVISIONS** (Cont'd)

### **B. Deposit and Contribution By the Applicant** (Cont'd)

1. The applicant shall contribute to the Company the charges set forth on the Statement of Underground Residential Distribution Contribution for lines required to provide gas service to a residential subdivision.

Inside the subdivision (distribution), the applicant may be entitled to a refund of such deposit up to 100 ft. of gas distribution line per dwelling unit planned to be constructed in the residential subdivision provided that each unit is separately metered. The refundable deposit and/or non-refundable contribution will be computed based on the average installed cost of the pipe size (ie; 2", 4" or 6") per foot for providing gas service to the residential subdivision as set forth on the Statement of Underground Residential Distribution Contribution. If the actual distribution footage exceeds the credit allowance, the applicant will be required to make a non-refundable contribution in addition to the refundable deposit. The applicant will be charged 3% annual depreciation after the first year, on the balance of the refundable deposit, but shall be entitled to refunds as meters are connected, less depreciation, within a five year period from the time the Company is first ready to provide service. If during the five-year period commencing with the date the Company places the gas distribution line in service, more homes are constructed inside the subdivision, that are along the gas distribution line route and within 100 feet, then the Company will re-compute the contribution. Homes that were constructed from other phases of the subdivision do not qualify for deposit re-computation. The amount of excess contribution will be refunded to the applicant without interest.

2. When a gas main extension is required to reach an entrance to a subdivision, where no dwelling units are yet constructed, the applicant must make a deposit for the entire cost of the extension. The applicant may be entitled to a full or partial deposit refund, less annual depreciation of 3%, within a five year period from the time the Company places the gas main extension in service. The applicant shall receive refunds as homes are connected to gas according to terms specified in a gas main extension agreement. The Company establishes agreement terms through a profitability analysis, and calculates the amount of main extension costs that can be supported by homes connecting to gas. If during the five-year period commencing with the date the Company places the gas main in service, more homes are constructed along the gas main extension route to the entrance of the subdivision, then the Company will re-compute the refundable deposit and non-refundable contribution. The amount of excess contribution will be refunded to the applicant without interest.
3. The cost per foot of trench, as set forth on the Statement of Underground Residential Distribution Contribution, and non-refundable and/or refundable deposits per dwelling unit shall be subject to change annually based on the most recent five-year average of the Company's experienced annual average cost of all underground gas lines installed in subdivisions during a calendar year. Such annual cost information will be filed with the Public Service Commission prior to May 1, to become effective July 1, of each year. Each revised cost shall be applicable to underground installations contracted for after the effective date thereof.
4. A non-residing applicant for underground service to a residential subdivision has the option to provide the gas distribution trench and receive reimbursement as set forth on the Statement of Underground Residential Distribution Contribution, through a refund, or applicant may elect to have the Company provide the distribution trench. For any excavation work done by the applicant, the Company may charge a non-refundable fee to inspect the applicant's work for the main distribution line and ensure compliance with corporation specifications. The applicant is solely responsible for providing the gas service trench to the dwelling unit and does not receive a refund for trenching for the gas service.

Effective date postponed to 07/01/2020. See Supplement No. 57.

Issued by: Anthony S. Campagiorni, Vice President, Poughkeepsie, New York

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**7. UNDERGROUND RESIDENTIAL DISTRIBUTION SYSTEMS IN SUBDIVISIONS (Cont'd)**

5. The applicant may be liable for any costs incurred by the Company by reason of changes in applicant's plans subsequent to commencement of construction of underground gas distribution lines by the Company.
6. The Company reserves the right to establish construction design and layout to economically construct and install underground gas distribution lines, service lines and appurtenant facilities consistent with the requirements for safe and reliable service.

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..TXT: PSC NO: 12 GAS LEAF: 20  
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**8. TEMPORARY SERVICE**

Where gas is required for construction purposes or other non-recurring uses of limited duration the Company will provide any facilities (including main extensions, regulators, service connections, and meters) necessary to supply such temporary service for a charge equivalent to the estimated cost of installing and removing these facilities less salvage. Such estimated cost shall be based on the actual cost of similar work recently performed by the Company.

..DID: 8989  
..TXT: PSC NO: 12 GAS LEAF: 21  
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#### 9. CUSTOMER'S INSTALLATION

All house piping, appliances, and a proper location and support for the meter shall be furnished by the customer and installed in the manner provided in the Company's "Rules and Regulations for Gas Installations."

The customer's piping, equipment and appliances must be safe, adequate and in accordance with generally accepted practice and not liable to cause detriment to the service furnished by the Company to other customers.

Neither by inspection or nonrejection, nor in any other way, does the 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 the customer or leased by the customer from third parties.

The customer's piping, equipment and appliances shall be maintained and repaired by a plumbing contractor or other qualified person selected by the customer whenever possible. When no other qualified person is available and the Company is able to do so the Company will repair or adjust the customer's equipment or appliances at the customer's expense.

The charges for such work performed by the Company will include a charge for labor, auto expense, and supervision based on the time required to do the work and a charge for the material used.

The charge for labor, etc. made by the Company will be approximately the same as the corresponding charges currently made by plumbers operating in the Company's franchise territory.

For material used the charge will be the price paid for it by the Company plus an allowance for handling costs.

The combined charges for such work will be reduced by a discount reflecting the Company's savings in billing and collection expense when such charges are paid to the Company employee doing the work at the time when it is finished.

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..TXT: PSC NO: 12 GAS LEAF: 22  
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**10. COMPANY'S PROPERTY**

The customer shall exercise reasonable precautions to protect the Company's property on the premises, and may be liable to the Company in case of loss or damage caused by negligence of the customer or his employees.

The customer shall not disconnect, change connections, make connections or otherwise interfere with the Company's meters of other property, or permit same to be done by others than the Company's authorized employees.

All piping, meters, etc. installed at the Company's expense shall remain its property and the Company may remove same when service is terminated.

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SUPERSEDING REVISION: 0

## **11. ACCESS TO CUSTOMER'S PREMISES AND INSPECTION OF COMPANY APPARATUS**

Authorized officers or agents of the Company shall have free access at all reasonable times, to its meters or other property, and to all of the piping and equipment installed on the customer's premises, for the purpose of inspecting or testing same or to repair, change or remove any of the Company's property, provided such agent exhibits a photo-identification badge.

Except to the extent prevented by circumstances beyond its control, the Company shall conduct a field inspection as soon as reasonably possible and within 60 calendar days of the following: a reasonable customer request; the issuance of a field inspection order in accordance with an automatic Company bill review program; notification from any reasonable source that service may not be correctly metered or a directive by the Public Service Commission or its authorized designee.

A non-residential customer who, at any time directly or indirectly prevents or hinders a duly authorized officer or agent of the Company from entering the building or location, or from making an inspection or examination, at any reasonable time, may be billed a \$100 penalty charge for each offense.

### **Commission Required Leakage Survey and Atmospheric Corrosion Inspections**

A charge of \$100 will be due on a customer bill after a customer misses two appointments or fails to provide access for the purpose of performing required leakage surveys and atmospheric corrosion inspections in accordance with Public Service Law §65 (9). In the event that the access controller is not the customer of the subject account, the charge will be billed to the access controller. If the Company's records do not contain the address of the person who controls access to the meter, the Company shall request that the customer of the subject account furnish such information. Termination of gas service may occur after the Company has charged the customer for failing to provide or allow such access to a premises and the customer has failed to pay such charge after the Company follows the existing service termination procedures in General Information Section 18 of this Rate Schedule.

Termination of gas service may occur if the \$100 charge has been paid but access to perform the inspections is still denied. In such event termination may occur upon (a) 15 days' notice to the access controller and (b) after notice to the Department of Public Service Office of Consumer Services. The notice to the access controller will explain that if the subject account's service can be physically terminated without obtaining access, service will be terminated, and that in the event that the subject account's service cannot be physically terminated, steps to obtain a court order to gain access will follow. In any case where the access controller is not the customer of the subject account, a copy of any termination notice will also be sent to the customer at the same time.

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..TXT: PSC NO: 12 GAS LEAF: 24  
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RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

### 12. METERING

Gas supplied shall be measured by a meter furnished and installed by the Company.

Service rendered through each meter installed shall be subject to a separate minimum charge and all rate provisions of the service classification applicable shall be applied separately to the service supplied through each meter. The above shall not, however, apply where the Company, for purposes of testing or on account of the special character of the installation desires to install more than one meter for measuring gas supplied to a customer under one rate classification.

If for any reason the meter fails to register properly, the charge for service will be based on an estimated consumption.

The rates contained in this schedule are based upon gas delivered under conditions generally applicable to low pressure service. Bills for gas metered under high pressure will be computed upon the volume as indicated by the meter registration increased to the equivalent volume at standard pressure (30 inches of mercury).

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
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Issued in Compliance with Order in C.14-M-0196 dated October 20, 2017

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SUPERSEDING REVISION: 0

## **12.1 AUTOMATED METER RECORDING (“AMR”) OPT OUT**

### **Eligibility**

An existing customer taking service, or a new customer eligible for service, under Service Classification Nos. 1, 2, 6, 12 or 13 select to receive service through a digital non-AMR equipped meter.

### **Requirements**

**Meter Access:** In the event that an existing customer selects to receive service through a non-AMR equipped meter and the customer’s existing meter is installed internal to their home/facility and is not accessible to a meter reader, the customer will be required to relocate their meter external to their home/facility at their expense and/or provide access to the meter for a meter reader. A non-AMR equipped meter installed for new service must be installed external to the home/facility for which such new service is supplied.

**Application/Agreement for AMR Opt-Out:** A customer selecting to receive, or continue to receive, service through a digital non-AMR equipped meter will be required to execute and submit to the Company an Application/Agreement for AMR Opt-Out (“Application”).

### **Applicability**

The AMR equipped meter opt-out option is only applicable to meters installed by the Company.

**Existing Customer with an AMR Meter:** Upon receipt by the Company of a fully executed Application and proof of meter relocation/means for access as applicable, the customer’s meter will be changed to a digital non-AMR equipped meter. The customer will be subject to the one-time meter change fee as set forth below.

**Existing Customer without an AMR Meter:** An existing customer receiving service through a non-AMR equipped meter may execute and submit an Application to request that service be continued through a non-AMR equipped meter. In the event that the customer’s existing meter is installed internal to their home/facility, the customer will be required to relocate their meter external to their home/facility at their expense. In the event that the customer’s existing meter is installed external to their home/facility but is not readily accessible to the Company, the customer will be required to provide unrestricted access to the meter. The customer will not be subject to the one-time meter change fee .

**New Service at an Existing Location:** When application is made for service at an existing location, the Company will notify the applicant whether an AMR equipped meter is installed at such location. The applicant will also be notified of the option to opt-out of receiving service through an existing AMR equipped meter by executing and submitting an Application and having a digital non-AMR equipped meter installed subject to the meter access provisions set forth above and the one-time meter change fee as set forth below.

PSC NO: 12 GAS LEAF: 24.2  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATON REVISION: 2  
 INITIAL EFFECTIVE DATE: 12/01/17 SUPERSEDING REVISION: 1  
 Issued in Compliance with Order in C.14-M-0196 dated October 20, 2017

## **12.1 AUTOMATED METER RECORDING (“AMR”) OPT OUT** (Cont’d)

### **Applicability** (Cont’d)

**Service at a New Location:** When application is made for service at a new location, the Company will notify the applicant that such service will be provided through an AMR equipped meter. The applicant will also be notified of the option to opt-out of receiving service through an AMR equipped meter by executing and submitting an Application and having a digital non-AMR equipped meter installed subject to the meter access provisions set forth above.

**Routine Meter Replacement:** When an existing AMR equipped meter or an existing non-AMR equipped meter will be replaced with a new AMR equipped meter during a routine meter change for such reasons including, but not limited to, meter time tests, non-registering and damage, the customer will be notified by letter in advance of the meter change that the currently installed meter will be replaced with an AMR equipped meter. The customer will be notified of the option to opt-out of the AMR equipped meter replacement and have a digital non-AMR equipped meter installed, by executing and returning an Application. Any such non-AMR equipped meter replacement is subject to the meter access provisions set forth above. If a fully executed Application is received within 30 days of the meter replacement letter issued by the Company the customer will not be subject to the meter change fee. If the customer elects to opt-out of the AMR equipped meter replacement after the replacement has occurred the customer will be subject to the one-time meter change fee.

A customer who does not notify the Company of his/her intention to opt-out of an AMR equipped meter replacement and refuses to allow the Company to install an AMR equipped meter will be deemed to have selected the AMR opt-out.

**Emergency Meter Replacement:** When the Company determines that an existing meter requires replacement on an emergency basis for such reasons including, but not limited to, damage resulting from an outage or storm, or a fault in the meter pan, such meter will be replaced with an AMR equipped meter unless the customer has previously executed and submitted an Application and complied with the meter access provisions set forth above.

**Re-installation of an AMR Meter:** Any customer who previously exercised the AMR equipped meter opt-out may request that an AMR equipped meter be installed, or re-installed, subject to the one-time meter change fee as set forth below.

### **Rates**

Meter Change Fee, as applicable

Gas Meter Only	\$89.00
Electric and Gas Meters	\$114.00

PSC NO: 12 GAS LEAF: 24.3  
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Issued in Compliance with Order in C.14-M-0196 dated October 20, 2017

**12.1 AUTOMATED METER RECORDING (“AMR”) OPT OUT** (Cont'd)

**Rates** (Cont'd)

Customers taking service under this Section will be subject to the rates, charges and terms of service contained in their applicable Service Classification under this Rate Schedule. The rates and charges under this Section are increased pursuant to General Information Section 28 to reflect the tax rates applicable within the municipality where the customer takes service.

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**12.1 AUTOMATED METER RECORDING (“AMR”) OPT OUT (Cont’d)**

**Application for AMR Opt-Out**

CENTRAL HUDSON GAS & ELECTRIC CORPORATION

APPLICATION/AGREEMENT TO OPT-OUT OF THE INSTALLATION OF AN AMR METER

Date \_\_\_\_\_, 20\_\_

THE UNDERSIGNED applicant ("Applicant") hereby makes application to, and enters into an agreement with, CENTRAL HUDSON GAS & ELECTRIC CORPORATION ("Company") to Opt-Out of the installation of an AMR meter at their service address located at \_\_\_\_\_  
\_\_\_\_\_. Applicant is Company customer taking service at \_\_\_\_\_  
\_\_\_\_\_. Customer is taking non-demand electric and/or natural gas service pursuant to Service Classification Nos. 1 or 2 under P.S.C. No. 15 – Electricity and Service Classification Nos. 1, 2, 6, 12 or 13 under P.S.C. No. 12 – Gas, as both of these tariffs may be modified or superseded as approved by the New York State Public Service Commission (“Commission”).

Applicant agrees to comply with the provisions of this Agreement and the Rules applicable thereto as set forth in the Company’s tariffs, publicly available at the Commission’s website at [www.dps.ny.gov](http://www.dps.ny.gov). In particular, Applicant requests that the Company not install, or, if already installed, remove an AMR meter at \_\_\_\_\_  
\_\_\_\_\_ and install a non-AMR electronic digital meter, or other non-AMR meter approved for installation for Applicant by the Commission. Applicant understands and agrees that the installation of a non-AMR meter may cause Applicant to incur costs for which Applicant alone is responsible. If the Applicant’s meter is located inside the premises of the service address, Applicant agrees that Applicant shall be solely responsible for all costs to move the existing inside meter to an outside location designated by Company. Applicant and Company agree that Company shall not install a non-AMR meter until an outside meter location has been established.

Applicant understands and agrees that the installation of a non-AMR meter causes the Company to incur incremental costs not associated with the installation of an AMR meter. The Commission has approved recovery of the incremental costs associated with the installation of a non-AMR meter through fees charged to Applicant. Applicant agrees that it will pay all approved fees associated with the installation of a non-AMR meter as the Commission may approve and amend the fees from time to time.

The fee schedule is:

Service	Fee	Frequency
Meter change fee, electric meter only	\$49.00	one time
Meter change fee, gas meter only	\$89.00	one time
Meter change fee, electric and gas meters	\$114.00	one time

Issued by: Anthony S. Campagiorni, Vice President, Poughkeepsie, New York

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 12/01/17  
Issued in Compliance with Order in C.14-M-0196 dated October 20, 2017

LEAF: 24.5  
REVISION: 1  
SUPERSEDING REVISION: 0

**12.1 AUTOMATED METER RECORDING (“AMR”) OPT OUT** (Cont’d)

**Application for AMR Opt-Out** (Cont’d)

The one-time fee(s) will appear on your first bill after the non-AMR meter(s) has(have) been installed at your premises.

If you later choose to have your AMR meter re-installed, a one-time re-installation fee will apply that is equal to the fee listed above for the AMR meter’s removal.

AMR Meter(s) Requested to be Replaced (check one or both boxes):  Electric  Gas

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

Customer Name: \_\_\_\_\_

10 Digit Account Number (XXXX-XXXX-XX): \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone (Primary): \_\_\_\_\_ Telephone (Secondary): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 07/01/21

LEAF: 25  
REVISION: 5  
SUPERSEDING REVISION: 4

### **13. BILLING FOR SERVICE SUPPLIED**

Meters of customers will ordinarily be read by the Company at intervals of two months. These meters may also be read by the customer in the intervening month and the reading reported to the Company by post cards, which will be furnished by the Company for that purpose at the customer's request.

Bills will generally be rendered each month, based on either (1) measured monthly usage, as measured by the Company through a meter read or as reported by the customer pursuant to the aforementioned procedure, or (2) an interim estimate of usage. Customers also taking service under General Information Section 38 – Net Metering for Customer Generators of PSC No: 15, may be billed for consumption during the two-month interval between meter readings, unless the customer reports meter readings pursuant to the aforementioned procedure or the Company obtains measured monthly usage.

When the meter reader is unable to gain access to the meter on any regular meter reading date an estimate of the reading at that time may be used in lieu of an actual reading.

A monthly billing period will be considered as 26-34 days, and a bill for any shorter or longer period shall be prorated based on a 30-day billing period.

The length of billing periods other than those between regular monthly and bimonthly meter readings shall be computed to the nearest tenth of a month determined as one-thirtieth of the number of days between the beginning and the end of such billing periods adjusted to eliminate any differences between thirty days and the actual number of days in any calendar month which ended within the billing period. In determining the charges for service supplied during such billing periods the monthly rates stated in the service classifications shall be prorated in proportion to the length of the period so computed. Regular bimonthly meter readings shall be prorated on a two month basis.

Whenever a rate change becomes effective during a billing period the superseded rate shall apply to the portion of the customer's usage prior to the effective date of the change and the new rate shall apply to the portion of the usage on and after that date. In determining the usages to which the superseded and new rates apply the total usage during the billing period shall be prorated in proportion to the length of the period before the effective date of the rate change and the length of the period on and after its effective date. In determining the charges for these usages the monthly rates stated in the service classifications shall be similarly prorated in proportion to the length of the periods in which the superseded and new rates apply.

#### **Special Meter Reading Fee**

Central Hudson will charge \$20 per account, per visit, for a meter reading performed on request on a date other than the customer's regularly scheduled meter reading date. Where a customer receives both electric and gas service, the Special Meter Reading Fee for only one service will apply. If the meter can be read without sending personnel to the customer's premises, no special meter reading fee will be assessed.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 05/01/2019  
Issued in Compliance with Order in C. 18-M-0679 dated April 22, 2019

LEAF: 26  
REVISION: 2  
SUPERSEDING REVISION: 1

#### **14. METER READING, ESTIMATED BILLS AND BACKBILLING**

##### A. Meter Reading - Nonresidential Customers

1. The Company will make a reading attempt to obtain an actual reading for every customer's account on the regularly scheduled basis.
2. A reading attempt requires that a meter reader visit the premises between 8:00 AM and 5:00 PM on a business day, and follow any routine access instructions.
3. Where circumstances beyond the Company's control prevent the Company from making a regularly scheduled reading attempt and where the two previous consecutive cycle bills were not based on an actual reading, the Company shall make a second similar follow-up reading attempt as soon as possible and within seven calendar days after the scheduled reading date.
4. Where 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 scheduled or follow-up reading attempt thereafter, the Company will, within seven calendar days after the last attempt, either make another reading attempt or an appointment with the customer to read the meter.
5. Unless a customer does not have access to the meter or the customer will be unable to obtain a reliable meter reading, the Company shall, at the time of any unsuccessful reading attempt, leave at the premises or mail to the customer a meter reading card for the non-demand meter.

##### B. Estimated Bills

###### 1. Meter Registration

Should any meter or measuring device 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 the Company to read a meter or measuring device, the usage of service by such customer may be estimated by the Company on the basis of available data and the customer billed accordingly.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 07/01/16  
Issued in Compliance with Order in C. 14-G-0319 dated June 17, 2015

LEAF: 27  
REVISION: 2  
SUPERSEDING REVISION: 1

#### **14. METER READING, ESTIMATED BILLS AND BACKBILLING (Cont'd)**

##### B. Estimated Bills (Cont'd)

##### 2. Estimated Billing

##### a. Residential

When the Company has rendered estimated bills to a residential customer for a period of four months, the Company shall take reasonable actions to obtain an actual meter reading. Such actions may include but are not limited to:

- (a) making an appointment with the customer and/or such other person, who controls access to the meter, for the reading at a time to include times other than during normal business hours; or
- (b) offering the customer and/or such other person, who controls access to the meter, the opportunity to phone in meter readings; or
- (c) providing to the customer and/or such other person, who controls access to the meter, cards on which he or she may record the reading and mail it to the Company.

Where the customer resides in a multiple dwelling (as defined in the Multiple Dwelling Law or Multiple Residences 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 customer and such other person who controls access to the meter.

If the Company's records do not contain the address of the person who controls access to the meter, the Company shall request that the customer furnish such information if available.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 07/01/16  
Issued in Compliance with Order in C. 14-G-0319 dated June 17, 2015

LEAF: 28  
REVISION: 4  
SUPERSEDING REVISION: 3

#### **14. METER READING, ESTIMATED BILLS AND BACKBILLING (Cont'd)**

##### B. Estimated Bills (Cont'd)

##### 2. Estimated Billing (Cont'd)

##### a. Residential (Cont'd)

If no actual reading is obtained after bills representing six months have been rendered, the Company shall send a notice to the customer and to the person who controls access to the meter, offering a special appointment for a meter reading both during and outside of business hours.

If the Company receives no response after bills representing eight months, the Company may send a notice advising the customer and/or such other person who controls access to the meter that if no appointment is made a charge not to exceed twenty-five dollars (\$25) will be added to the next bill rendered to the person who controls and refuses to provide access to meter but that no charge will be imposed if an appointment is arranged and kept.

If the person who controls access 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 not to exceed twenty-five dollars (\$25) to the next bill of the recipient of the notice. If the Company intends to obtain a court order to gain access to the meter, it shall inform the recipient of the notice by certified or registered letter. The letter shall inform the recipient 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. The letter shall state that the court costs and the costs of the meter relocation will be paid by the person who controls access to the meter.

PSC NO: 12 GAS LEAF: 28.1  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 1  
INITIAL EFFECTIVE DATE: 04/09/04 SUPERSEDING REVISION: 0

**14. METER READING, ESTIMATED BILLS AND BACKBILLING** (Cont'd)

B. Estimated Bills (Cont'd)

2. Estimated Billing (Cont'd)

a. Residential (Cont'd)

Where the Company has submitted an estimated bill or bills to a residential customer that understate the actual amount of money owed by such customer for the period when estimated bills were rendered by more than 50 percent or one hundred dollars (\$100), whichever is greater, the Company shall notify the customer in writing that he or she has the right to pay the difference between the estimated charges and the actual charges in regular monthly installments tailored to the customer's financial circumstances over a reasonable period.

If 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 to access all areas of the premises to relight pilot lights, the Company will lock the meter. The Company will leave written notification informing the customer how service can be restored, the Company will attempt to contact the customer, on no less than a weekly basis, until such service is restored. During the period November 1 to April 15, inclusive, court orders obtained under this section shall not be enforced against any residential gas-heating customer if such enforcement would result in the termination of service or in an unsafe condition.

A duly authorized agent of the Company may enter any residential dwelling supplied with service by the Company at all reasonable times for the purpose of reading the meter to ascertain the quantity of natural gas supplied, provided such agent exhibits a photo-identification badge and written authority.

For seasonal and/or short-term customers, an actual meter reading shall be taken upon termination of service.

..DID: 8998  
..TXT: PSC NO: 12 GAS LEAF: 29  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
STAMPS:  
RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

**14. METER READING, ESTIMATED BILLS AND BACKBILLING** (Cont'd)

B. Estimated Bills (Cont'd)

2. Estimated Billing (Cont'd)

b. Nonresidential

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

- (1) the Company has failed to obtain access to the meter(s);
- (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; provided, however, that estimated bills for this reason may be rendered no more than twice consecutively without the Company advising the customer in writing of specific circumstances and the customer's obligation to have the circumstances corrected;
- (3) the Company has good cause for believing that an actual or customer reading obtained is likely to be erroneous; provided, however, that estimated bills for this reason may be rendered no more than twice consecutively without the Company initiating corrective action before the rendering of the next cycle bill;
- (4) circumstances beyond the control of the Company prevented the meter reader from making a premises visit;
- (5) an actual reading was lost or destroyed; provided, however, that an estimated bill for this reason will be rendered not more than once without the Company initiating corrective action before the rendering of the next cycle bill;
- (6) an estimated reading has been prescribed or authorized by the Public Service Commission for a particular billing cycle;
- (7) an estimated reading is the approved billing method in accordance with the Company's tariff for the billing; or
- (8) an unmetered condition was in existence during the period.

For seasonal and/or short-term customers, an actual meter reading shall be taken upon termination of service.

..DID: 9000  
..TXT: PSC NO: 12 GAS LEAF: 30  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
STAMPS:  
RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

**14. METER READING, ESTIMATED BILLS AND BACKBILLING** (Cont'd)

B. Estimated Bills (Cont'd)

3. No Access Procedure - Nonresidential Customers

- a. The Company will begin providing no access notices as described in this subsection commencing with:
  - (1) the fourth consecutive monthly or second consecutive bimonthly bill estimate pursuant to Subparagraph 2.b.(1) or 2.b.(2) of this section;
  - (2) the tenth consecutive bill estimate pursuant to Subparagraph 2.b.(1) or 2.b.(2) of this section based on a customer reading.
- b. The no access notices and charges described in this subsection 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.
- c. The series of no access notices shall be as follows:
  - (1) The first notice shall advise the access controller that unless access to the customer's meter is provided on the next meter reading date or a special appointment to read the meter is made and kept by the access controller prior to that date, a no access charge will be added to the access controller's next bill and to every bill thereafter until access to the customer's meter is provided, but that no charge will be imposed if an appointment is arranged and kept. The notice 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 shall begin by stating that the Company's 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.

..DID: 9001  
..TXT: PSC NO: 12 GAS LEAF: 31  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
STAMPS:  
RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

**14. METER READING, ESTIMATED BILLS AND BACKBILLING** (Cont'd)

B. Estimated Bills (Cont'd)

3. No Access Procedure - Nonresidential Customers (Cont'd)

- (2) The second notice shall advise the access controller of the no access charge that has been added to the access controller's bill and that unless access to the customer's meter is provided on the next meter reading date or a special appointment to read the meter is made and kept by the access controller prior to that date, another charge will be added to the access controller's next bill. The notice shall further explain that if the access controller's service can be physically terminated without obtaining access, steps to terminate service will follow, and that in the event that the access controller's service cannot be physically terminated, steps to obtain a court 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.
- (3) 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, shall be accompanied by a final notice of termination for non-access. In any case where the access controller's service cannot be physically terminated without obtaining access, the notice shall advise the access controller that the Company is seeking to obtain a court order to gain access to the customer's meter.
- (4) A no access charge as provided for in the Company's tariff Section 11 shall not exceed \$100.00.
- (5) No more than \$100.00 per building or premises will be added to any single bill of the access controller even though more than one meter is located there.
- (6) The Company may, at its discretion, suspend temporarily the issuance of no access notices and/or penalties under this subsection if the access controller contacts the Company and provides a legitimate reason for postponing the provision of access; provided, however, that such suspension may not be utilized in the case of any account that is billed for demand charges and in no event for more than 90 calendar days.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 04/09/04

LEAF: 32  
REVISION: 2  
SUPERSEDING REVISION: 1

**14. METER READING, ESTIMATED BILLS AND BACKBILLING** (Cont'd)

C. Backbilling

1. Residential

- (a) The Company will not charge a residential customer for service rendered more than six months prior to the mailing of the first bill for service unless the failure of the Company to bill at an earlier time was not due to the neglect of the Company or was due to the culpable conduct of the customer. If the customer remains liable for any service and the delay in billing was not due to the culpable conduct of the customer, the Company will explain the reason for the late billing and will notify the customer in writing that payments may be made under an installment payment plan tailored to the customer's financial circumstances.
- (b) The Company will not adjust upward a bill previously rendered to a residential customer after twelve months from the time the service to which the adjustment pertains was provided unless:
- (1) failure to bill correctly was cause by the customer's culpable conduct;
  - (2) failure to bill correctly was not due to the neglect of the Company;
  - (3) such an adjustment is necessary to adjust a budget or levelized payment plan; or
  - (4) there was a dispute between the Company and the customer concerning charges for service during the twelve-month period.
- (C) If the Company issues a billing adjustment increase of \$100 or more pertaining to paragraphs (2), (3) or (4) of subsection (b) above, the Company will notify the customer in writing that the adjusted bill can be paid in regular monthly installments tailored to the customer's financial circumstances over a reasonable period. An adjustment to increase previously rendered bills more than twelve months after the time service was provided, pursuant to paragraphs (b) (2), (3), or (4) above, will be made within four months of the final resolution of the billing dispute.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 04/09/04

LEAF: 33  
REVISION: 1  
SUPERSEDING REVISION: 0

**14. METER READING, ESTIMATED BILLS AND BACKBILLING** (Cont'd)

C. Backbilling (Cont'd)

1. Residential (Cont'd)

- (d) If the Company adjusts any charge for service rendered twelve months or more prior to the date of issuance, the bill for such service will include a notice giving the reason for the billing adjustment.
- (e) The Company may not render a bill for previously unbilled service or adjust upward a bill previously rendered to a residential customer after the expiration of twenty-four (24) months from the time service to which a new billing or adjustment pertains was provided unless the culpable conduct of the customer caused or contributed to the failure of the Company to render a timely or accurate billing.

2. Nonresidential Accounts

a. Notice

- (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 reasons the Company did not limit the backbill under subsection b. of this section.
- (2) Every backbill will contain the applicable billing information as required by the Public Service Commission.
- (3) Every backbill covering more than a one month period, other than a catch-up backbill, will 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.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 04/09/04

LEAF: 34  
REVISION: 1  
SUPERSEDING REVISION: 0

**14. METER READING, ESTIMATED BILLS AND BACKBILLING** (Cont'd)

C. Backbilling (Cont'd)

2. Nonresidential Accounts (Cont'd)

a. Notice (Cont'd)

- (4) A backbill will be accompanied by an offer of a deferred payment agreement in accordance with Section 20. of this tariff, if applicable.

b. Limitations on Backbill Rendering

- (1) The Company shall not render a backbill more than six months after the Company actually became aware of the circumstance, error or condition that caused the underbilling, unless a court extends the time to render a backbill.
- (2) The Company will 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 12 months after the Company actually became aware of the circumstance, error or condition that caused the underbilling, and
- (a) the customer knew or reasonably should have known that the original billing or the first backbill was incorrect; or
- (b) new information shows that the first backbill was incorrect.
- (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.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 04/09/04

LEAF: 34.1  
REVISION: 0  
SUPERSEDING REVISION:

**14. METER READING, ESTIMATED BILLS AND BACKBILLING** (Cont'd)

C. Backbilling (Cont'd)

2. Nonresidential Accounts (Cont'd)

b. Limitations on Backbill Rendering (Cont'd)

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

c. Limitations on Backbilling Period

- (1) When the failure to bill at an earlier time was due to Company deficiency, the Company shall not bill a customer for service rendered more than 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.
- (2) The Company will 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.

..DID: 12037  
..TXT: PSC NO: 12 GAS LEAF: 35  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 1  
INITIAL EFFECTIVE DATE: 08/01/00 SUPERSEDING REVISION: 0  
STAMPS:  
RECEIVED: 05/23/00 STATUS: Effective EFFECTIVE: 08/01/00

#### 15. SHARED METERS

In accordance with 16 NYCRR Sections 11.30 through 11.32, and Section 52 of the Public Service Law, when a tenant's service meter also registers utility service used outside the tenant's dwelling and/or control, the tenant is not required to pay the charges for that service. The owner has three options when shared metering has been determined:

- a) Request the meter be placed in the owner's name
- b) Correct the condition
- c) If allowed by law and if certain conditions are met, enter into a mutually acceptable agreement.

Following 120 days after the determination that a shared meter exists, if the owner does nothing, then the account will be placed in the owner's name without their request. The Company will rebill for past service in accordance with Section 52 of Public Service Law. A Customer may request a copy of Section 52 of Public Service Law and 16 NYCRR Sections 11.30 through 11.32 from the Company.

PSC NO: 12 GAS LEAF: 36  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 3  
INITIAL EFFECTIVE DATE: 7/25/2022 SUPERSEDING REVISION: 2  
Issued in Compliance with Order in C. 22-M-0159 dated July 14, 2022

## **16. PAYMENT OF BILLS AND CHARGES FOR LATE PAYMENT**

### **A. General**

Bills are due when personally served or three days after mailing. If payment is not made before the date specified on the bill, which date shall be not less than 20 days from the due date, a late payment charge may be applied pursuant to 16 NYCRR Sections 11.15(a) and 13.10(a) which provide that utilities may impose late payment charges. Late payment charges will not be imposed on service to State agencies as provided for below. Application of late payment charges may be waived.

For residential customers, a late payment charge shall not be applied on the arrears portion of balances restructured under a current Deferred Payment Agreement executed in accordance with General Information Section 20.A.

The late payment charge at the rate of one and one-half percent (1 1/2%) per monthly billing period may be applied to all amounts previously billed, including arrears and unpaid late payment charges applied to previous bills, which have not been received by the Company on or before the date shown on the bill. Nonresidential customers may be assessed late payment charges on an amount billed for service that was previously unbilled because the service was being provided through tampered equipment, provided the Company can demonstrate that the condition began after the customer initiated service or that the customer actually knew or reasonably should have known that the original billing was incorrect.

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).

Notwithstanding the foregoing, the Company reserves the right to discontinue service in accordance with General Information, Section 18.

### **B. Credits and Reimbursement Following Widespread Prolonged Outages**

For the purposes of General Information 16.B the following definitions apply:

A “Widespread Prolonged Outage” is an 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.

“Proof of Loss” is defined as verifiable proof of perishable food and/or prescription medication spoilage that 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 of the perishable food and/or prescription medicine for which the Customer claims reimbursement. To verify spoilage, the Customer must provide Proof of Loss consisting of 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 Proof of Loss consisting of itemized receipts, itemized cash register receipts, itemized credit card receipts, or photographs of replacement goods that also indicate the price of the item, or other verifiable documentation of the market value of the item, or, in appropriate circumstances, an interview with the claimant.

“Small Business Customer”, specific to this Section 16 B, means a firm gas customer that has actual annual gas consumption that does not exceed 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.

“Reimbursement” means any type of monetary compensation, including but not limited to bill credit or check, with the form of compensation determined by the Company.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 7/25/2022  
Issued in Compliance with Order in C. 22-M-0159 dated July 14, 2022

LEAF: 36.1  
REVISION: 0  
SUPERSEDING REVISION:

## **16. PAYMENT OF BILLS AND CHARGES FOR LATE PAYMENT (Cont'd)**

### **B. Credits and Reimbursement Following Widespread Prolonged Outages (Cont'd)**

In the event of a Widespread Prolonged Outage, the Company will apply a credit to the account of any residential customer taking service under Service Classification Nos. 1 and 12 that the Company knows was out of service for a period exceeding 72 consecutive hours and, upon request, to the account of any customer that contacts the Company and credibly established to have experienced an outage of such duration. The bill credit applied to impacted customers' accounts shall be \$25 per each subsequent full 24-hour period of service outage experienced by the Customer that occurs following the initial 72 consecutive hour outage period that qualifies as a Widespread Prolonged Outage event. A residential customer that remains without gas service for more than 72 hours solely due to an issue with customer-owned equipment is not eligible for the above-mentioned \$25 bill credit.

Impacted residential and small business customers may also apply for reimbursement for loss and spoilage of food and/or medication due to lack of natural gas-powered refrigeration as follows:

- a) Residential customers are eligible for reimbursement of up to \$235 if the Customer applies for and provides an itemized list or up to \$540 if the customer provides Proof of Loss, for any food that spoils due to lack of natural gas-powered refrigeration during a natural gas service outage that qualifies as a Widespread Prolonged Outage event.
- b) Residential customers are also eligible for reimbursement of the actual costs of prescription medications that have been lost and spoiled due to lack of natural gas-powered refrigeration up to the amount of the actual loss.
- c) Small business customers are eligible for reimbursement of up to \$540 if the Customer applies for and provides an itemized list and Proof of Loss or any food that spoiled due to lack of natural gas-powered refrigeration during a natural gas service outage that qualifies as a Widespread Prolonged Outage event.

For purposes of reimbursement as described above, Customers must apply for and submit itemized list and/or Proof of Loss where applicable within 14 days after the 72-hour mark of a Widespread Prolonged Outage and the Company shall issue payment within 30 days of receipt of such submission unless the Company has petitioned the New York State Public Service Commission for a Waiver of the requirements of this Section pursuant to PSL Section 73. Impacted Customers with such application and submission shall provide documentation to determine the reimbursement amount including but not limited to itemized cash register receipts, itemized credit card receipts or photographs of replacement goods showing the price of the item.

In the event that a residential or small business customer experiences both a gas and electric outage for 72 consecutive hours, the customers would be entitled to a credit for the outage of each service.

If a customer cannot use gas appliances due to an electric outage while gas service remains available, then there is no gas outage and the provisions of this section do not apply.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 07/01/16  
Issued in Compliance with Order in C. 14-G-0319 dated June 17, 2015

LEAF: 37  
REVISION: 1  
SUPERSEDING REVISION: 0

## **17. CONSUMER DEPOSITS**

### **A. Deposit Requirements**

#### **1. Residential**

- a. The Company may require a consumer deposit from new seasonal or short-term residential customers.
- b. The Company may require a consumer deposit from residential customers as a condition of receiving utility service if such customers are delinquent in payment of their utility bills. A current customer is delinquent for the purpose of a deposit assessment if such customer:
  - (1) accumulates two consecutive months of arrears without making reasonable payment, defined as one-half of the total arrears, of such charges before the time that a late payment charge would become applicable, or fails to make a reasonable payment on a monthly bill within 25 days after the bill is due; provided that the Company requests such deposit within two months of such failure to pay; or
  - (2) had utility service terminated for nonpayment during the preceding six months.

Customers included in Subsection 1. above shall be provided a written notice, at least 20 days before the deposit is assessed, that the failure to make timely payment will permit the Company to require a deposit from such customer. If a deposit from a current residential customer who is delinquent by virtue of his or her failure to make a reasonable payment of arrears, is required, the Company shall permit such customer to pay the deposit in installments over a period not to exceed 12 months.

..DID: 8983  
..TXT: PSC NO: 12 GAS LEAF: 38  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
STAMPS:  
RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

**17. CONSUMER DEPOSITS** (Cont'd)

A. Deposit Requirements (Cont'd)

2. Nonresidential

- a. The Company may only require the payment of a security deposit from:
- (1) a new customer; or
  - (2) an existing customer;
    - (a) who is delinquent;
    - (b) 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;
    - (c) who has filed for reorganization or bankruptcy;
    - (d) who has been rendered a backbill within the last 12 months for previously unbilled charges for service that came through tampered equipment.
- b. The Company will offer an existing customer, from whom a deposit is required under (2)(a) or (b) of this subsection, the opportunity to pay the deposit in three installments, 50% down and two monthly payments of the balance.
- c. A request for a deposit or deposit increase shall be in writing and shall advise the customer:
- (1) why the deposit is being requested;
  - (2) how the amount of the deposit was calculated;

..DID: 8963  
..TXT: PSC NO: 12 GAS LEAF: 39  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
STAMPS:  
RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

**17. CONSUMER DEPOSITS** (Cont'd)

A. Deposit Requirements (Cont'd)

2. Nonresidential (Cont'd)

- (3) that the deposit is subject to a later upward or downward revision based on the customer's subsequent billing history;
  - (4) that the customer may request that the Company review the account in order to assure that the deposit is not excessive;
  - (5) the circumstances under which the deposit will be refunded;
  - (6) that the customer will receive annual notice of the interest credited to the account;
  - (7) about the available deposit alternatives; and
  - (8) that for an existing customer from whom the deposit is being requested because of delinquency or financial condition, the deposit may be paid in three installments.
- d. The Company will issue to every customer from whom a deposit is obtained, a receipt showing the date, the account number, the amount received, the form of the payment, and shall contain a notice explaining the manner in which interest will accrue and be paid and that the receipt is neither negotiable nor transferable.

B. Deposit Calculation

1. Residential

Deposits from new or current residential customers may not exceed two times the estimated average monthly bill for a calendar year and a deposit from nonresidential customers equal to the Company's estimate of the customer's bills for two calendar months except in the case of gas space heating customers where deposits may not exceed two times the estimated average monthly bill for the heating season for residential customers, to secure payment for services actually rendered, or for the rental of fixtures, instruments and facilities actually supplied.

..DID: 8965  
..TXT: PSC NO: 12 GAS LEAF: 40  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
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RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

**17. CONSUMER DEPOSITS** (Cont'd)

B. Deposit Calculation (Cont'd)

2. Nonresidential

The amount of a deposit will 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:

- a. In the case of an existing customer who has 12 months or more 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.
- b. In the case of a new customer or a customer with less than 12 months of billing history, the amount of the deposit shall be based on one or more of the following, as available:
  - (1) the billing history of the customer;
  - (2) information provided in the application by the customer about the expected load and use of service;
  - (3) information contained in a load study of the premises prepared by the Company; and
  - (4) the billing history of the previous customer, provided there have been no significant changes in the load.

C. Deposit Review - Nonresidential

The Company will at the first anniversary of the receipt of the deposit and at least once every two years 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 Subsection B of this section. This requirement does not limit the right of a Company to review a deposit at any time.

1. If a deposit review shows that the deposit held falls short of the amount that the Company may lawfully require by 25 percent or more, the Company may require the payment of a corresponding additional deposit amount from the customer.

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..TXT: PSC NO: 12 GAS LEAF: 41  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
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**17. CONSUMER DEPOSITS** (Cont'd)

C. Deposit Review - Nonresidential (Cont'd)

2. If a deposit review shows that the deposit held exceeds the amount that the Company may lawfully require by 25 percent or more, the Company shall refund the excess deposit to the customer in accordance with Subsection F of this section.

D. Deposit Alternatives

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.

E. Interest

The Company shall allow to each such depositor simple interest at a rate per annum prescribed by the Public Service Commission on the amount deposited. Interest to customers shall be paid upon the return of the deposit, or where the deposit has been held for a period of one year, the interest shall be credited to the customer on the first billing for Company service rendered after the end of such period.

F. Deposit Return

Each depositor, upon ceasing to be a customer, shall promptly receive a refund of such deposit and all interest thereon not theretofore refunded or credited, upon surrendering the deposit certificate (or submitting satisfactory proof of the right to receive the deposit) and upon payment of all bills for which such deposit is security. A residential customer shall promptly receive such refund of the deposit as stated herein by reason of non-delinquency for a one-year period from the payment of the deposit, while a nonresidential customer will promptly receive such refund of a deposit also as stated herein if the customer has not made late payments on two or more occasions within the previous twelve month period for three years. Thereafter, the Company may again require a deposit as stated herein for residential customers or in the event of one delinquency or shut-off within a three-year period for a nonresidential customer.

..DID: 8967  
..TXT: PSC NO: 12 GAS LEAF: 42  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
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RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

**17. CONSUMER DEPOSITS** (Cont'd)

- G. The Company shall not require any person it knows to be a recipient of public assistance, supplemental security income, or additional state payments to post a security deposit, nor shall it require or hold a deposit from any new or current residential customer it knows is 62 years of age or older unless such customer has had service terminated by the Company for nonpayment of bills within the preceding six months.
- H. The Company shall extend service to any new applicant for service who has initiated a complaint on a deposit requested by such Company and shall continue to supply service during the pendency of such complaint, provided that such applicant keep current on bills for service rendered and pay a reasonable amount as a deposit if the complaint challenges only the amount requested.

..DID: 8968  
..TXT: PSC NO: 12 GAS LEAF: 43  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
STAMPS:  
RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

### 18. DISCONTINUANCE OF SERVICE

#### A. Notice of Discontinuance - Time

The Company may discontinue the supply of gas for nonpayment of bills rendered for service or for failure to post a lawfully required deposit as follows:

##### 1. Residential

At least 15 days after written notice has been served personally upon the customer or mailed to the customer. This notice may not be issued until at least 20 days have elapsed from the date payment was due.

##### 2. Nonresidential

- (a) at least 5 days after final written discontinuance notice has been served personally upon the person supplied;
- (b) at least 8 days after mailing final written discontinuance notice in post-paid wrapper to the customer supplied, addressed to such person at premises where service is rendered; or alternate address.
- (c) at least 5 days after the person supplied has either signed for or refused a registered letter containing a final termination notice, addressed to such person at premises where service is rendered.

This notice may not be issued until at least 20 days have elapsed from the date payment was due.

If the person supplied in 1 or 2 above has specified to the Company in writing an alternate address for billing purposes, the notice shall be sent to such alternate address rather than to the premises where service is rendered.

..DID: 8969  
..TXT: PSC NO: 12 GAS LEAF: 44  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
STAMPS:  
RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

18. DISCONTINUANCE OF SERVICE (Cont'd)

B. Additional Conditions for Discontinuance - Nonresidential Customers

The Company may discontinue service to a nonresidential customer if it provides advance final notice of the termination for:

1. failure to pay any tariff charge due on the customer's account for which a written bill itemizing the charge has been sent, except for charges that reflect service used more than six years prior to the time the bill first containing these charges was rendered; or
2. failure to pay amounts due under a deferred payment agreement; or
3. failure to pay a security deposit; or
4. failure to provide reasonable access to the customer's premises for necessary or proper purposes in connection with rendering of service, including meter installation, reading or testing, or the maintenance, or removal, or securing, of the Company's property if the customer has not advised the utility that he does not and who does have control over access; or
5. failure to comply with a provision of the Company's tariff which permits the Company to refuse to supply or terminate service.

The Company may discontinue service to a nonresidential customer without providing advance notice of the discontinuance when it finds service being supplied through tampered equipment provided that the Company:

1. has evidence that the customer opened the account and used the service prior to the creation of the condition or that the customer knew, or reasonably should have known, that service was not being fully billed; and
2. has issued a written unmetered service bill pursuant to applicable billing provisions of the Public Service Commission; and

..DID: 8970  
..TXT: PSC NO: 12 GAS LEAF: 45  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
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**18. DISCONTINUANCE OF SERVICE** (Cont'd)

B. Additional Conditions for Discontinuance - Nonresidential Customers  
(Cont'd)

3. has made reasonable effort to provide to the person in charge of the premises 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; and
4. has not received the required payment.

C. Notice of Discontinuance - Format

Every notice indicating discontinuance of service will:

1. Clearly indicate in nontechnical language;
  - (a) the reason for service discontinuance,
  - (b) the total amount required to be paid indicating the amount for which the customer's account is either in arrears or the required deposit, if any, which must be paid by the customer, or both,
  - (c) a method whereby the customer may tender payment of the full sum due and owing, including any required deposit, to avoid the discontinuance of service,
  - (d) the availability of Company procedures for handling complaints prior to discontinuance, including the address and telephone number of the office of the Company the customer may contact in reference to his or her account, and
  - (e) the earliest date on which discontinuance may be attempted.

..DID: 8971  
..TXT: PSC NO: 12 GAS LEAF: 46  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
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RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

**18. DISCONTINUANCE OF SERVICE** (Cont'd)

C. Notice of Discontinuance - Format (Cont'd)

2. Have printed on the face thereof in a size type capable of attracting immediate attention, the following:

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

3. Include a summary to residential customers as prepared or approved by the Public Service Commission stating the protections available to them together with a notice that any customer eligible for such protections should contact the Company.
4. Nonresidential termination notices will, in addition to the above, include;
- (a) notice that Public Service Commission procedures are available for considering customer complaints when a customer is not satisfied with the Company's handling of the complaint, including the address and phone number to contact at the Commission,
  - (b) that payment of the charges by nonresidential customers with a check that is subsequently dishonored may result in immediate termination of service without further notice,
  - (c) that at the time the Company goes to a nonresidential customer's premises to terminate service, it may require payment to be made with cash, certified check, or money order, if the customer has, within the last 24 months, paid with a check that was dishonored,
  - (d) a final notice of discontinuance will not be sent and the Company will not discontinue service while a complaint is pending before the Company or the Public Service Commission for non-payment of the disputed charges or for any other reason that is the subject of the complaint, as provided by Section 19 of this tariff. Nothing in this Part bars the utility from sending such notice for non-payment of undisputed charges or for reasons not at issue in the complaint,

..DID: 8973  
..TXT: PSC NO: 12 GAS LEAF: 47  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
STAMPS:  
RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

**18. DISCONTINUANCE OF SERVICE** (Cont'd)

C. Notice of Discontinuance - Format (Cont'd)

- (e) the Company will not terminate service more than 60 days after issuance of the final termination notice, unless it has, during that time, issued a termination reminder notice that states the current arrears due. The Company will not terminate service more than 90 calendar days after issuance of the final termination notice unless it has, during that time, issued a termination reminder notice,
- (f) a final notice of termination may not be issued unless at least 20 calendar days have elapsed from the date payment was due, or the date given in a written notice to cure a tariff violation, or where reason for the notice is the failure to provide access except that a final notice of termination for non-payment may be issued or sent on or after the date payment was due in the following circumstances:
  - i. when any portion of the charge that the customer has failed to pay is for unmetered service that was being supplied through tampered equipment and for which the unmetered service bill has been issued in accordance with the provisions of the Public Service Commission;
  - ii. when the charge that the customer has failed to pay is the installment amount due in accordance with a deferred payment agreement.

D. Verification of Delinquent Account Prior to Discontinuance

The Company will not discontinue service for nonpayment of bills rendered or for failure to post a required deposit unless:

1. it has verified that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the required notice period; and
2. it has verified on the day discontinuance occurs that payment has not been posted to the customer's account as of the opening of business on that day, or has complied with procedures established for rapid posting of payments.

..DID: 8974  
..TXT: PSC NO: 12 GAS LEAF: 48  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
STAMPS:  
RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

**18. DISCONTINUANCE OF SERVICE** (Cont'd)

E. Payment at Time of Termination - Nonresidential Customers Only

1. If a nonresidential customer claims, at the time that termination for non-payment is to take place, that a payment has already been made and produces a written business record of payment, or claims that there is a complaint pending before the Company or the Public Service Commission with regard to the charges demanded, the Company's field representative shall make a reasonable effort to verify this information with a Company office and shall not terminate service for non-payment of any verified disputed amount.
2. If a nonresidential customer offers payment of the full amount that forms the basis for a scheduled termination at the time of termination, the Company shall accept such payment and not terminate service.
3. If a nonresidential customer signs a deferred payment agreement for the full amount due at the time of scheduled termination and offers payment of the required down payment at the time of termination, the Company shall accept such down payment and not terminate service. If the Company allows a nonresidential customer an extension of time to go to the Company's business office to sign a deferred payment agreement, and the customer agrees to do so and offers payment of the required down payment, the Company shall accept the down payment and not terminate service provided, however, that the Company may terminate service without further notice if the customer fails to sign the agreement within the specified time.
4. If a nonresidential customer has, within the last 24 months paid for service with a check that was dishonored, the Company has the right to accept only cash, certified check or money order as payment.
5. Whenever payment is made at the time of termination, the Company's field representative will provide a customer with a receipt showing the date, the account number, the amount received, the form of payment and the name or identification number of the Company representative.

..DID: 8975  
..TXT: PSC NO: 12 GAS LEAF: 49  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
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RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

**18. DISCONTINUANCE OF SERVICE** (Cont'd)

F. Rapid Posting of Payments in Response to Notices of Discontinuance

The Company shall take reasonable steps to establish procedures to insure that any payments made in response to notices of discontinuance, when the customer brings the fact that such a notice has been issued to the attention of the Company or its authorized collection agents, are either:

1. posted to the customer's account on the day payment is received;  
or
2. processed in some manner so that discontinuance will not occur.

G. Days and Times When Discontinuance of Service is Not Permitted

1. The Company shall not discontinue service to any person for non-payment of bills or for failure to post a required deposit on a Saturday, Sunday, public holiday, or day on which the main business of the Company is not open for business. For purposes of this section, the term "public holiday" refers to those holidays enumerated in the General Construction Law.
2. The Company shall not discontinue service to any residential customer for nonpayment of bills or for failure to post a required deposit on a Friday, or the day immediately preceding a day on which the main business office of the Company or the Public Service Commission is closed for business, or the day immediately preceding a public holiday. The Company will not terminate service to any residential customer during a two-week period encompassing Christmas and New Year's Day for non-payment of bills or for failure to post a required deposit. For purposes of this section, the term "public holiday" refers to those holidays enumerated in the General Construction Law. Residential disconnection shall be made only between the hours of 8:00 AM and 4:00 PM.
3. On days when termination may occur, the Company may terminate non-residential service between the hours of 8:00 AM and 6:00 PM, except that on days preceding the days listed in paragraph 1. of this subdivision, termination may only occur after 3:00 PM if the customer or any person in charge of the premises has been personally contacted and informed that termination is about to occur and the utility is prepared to accept a check for any payment required to avoid termination.

..DID: 8977  
..TXT: PSC NO: 12 GAS LEAF: 50  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
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STAMPS:  
RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

**18. DISCONTINUANCE OF SERVICE** (Cont'd)

H. Voluntary Third Party Notice Prior to Discontinuance of Service

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

I. Discontinuance of Service to Entire Multiple Dwellings

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

J. Discontinuance of Service to Two-Family Dwellings

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

K. Subsections C through G shall be applicable with respect to the discontinuance of service to entire multiple dwellings.

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

L. Emergency Discontinuance of Service

The Company may only suspend, curtail or disconnect service to a building, unit or piece of equipment without notice when an emergency may threaten the health or safety of a person, a surrounding area, the Company's generation, transmission and distribution system; when there is a need to make permanent or temporary repairs, changes or improvements in any part of the system or when there is a governmental order directing the Company to do so. A utility shall, to the extent reasonably feasible under the circumstances, provide advance notice to those whose service will be interrupted for any of the above reasons. The Company shall act promptly to assure restoration of service as soon as feasible. Service will be restored before it may be terminated for any other reason in accordance with an advance notice.

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COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
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LEAF: 51  
REVISION: 1  
SUPERSEDING REVISION: 0

### **18. DISCONTINUANCE OF SERVICE** (Cont'd)

M. Special Emergency Procedures

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

Copies of the Company's special procedures are on file with the Commission and are available to the public upon request at Company offices where application for service may be made.

N. Discontinuance of Service Where There is No Customer

The Company may suspend, curtail or disconnect service in all circumstances when there is no customer:

1. where service is being provided through tampered equipment service will be disconnected immediately without notice; or
2. where service is not provided through tampered equipment the Company will provide advance written notice to the applicant stating its intent to disconnect service either by posting 48 hours or by mailing at least five and not more than 30 days before disconnection, except where the Company can show where the user will require service for a period less than one week, in which case the Company will not provide advance written notice but will make a reasonable effort to advise the user before disconnection and to provide the user an opportunity to apply for service.

O. Compliance with Ordinances and Regulations

The Company may refuse or discontinue service if the customer fails to comply with any ordinances or regulations of the municipal or other duly constituted authorities pertaining to said service or to property of the customer used in connection therewith, or to supply proper certificate of compliance with such ordinances, regulations or requirements at his expense at the Company's request.

P. Residential Customer Right to Final Actual Read

Upon discontinuation of utility service the customer shall be notified of their right to an actual meter read. 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. The Company shall not be required to provide a physical meter reading during a holiday, non-work day or extremely difficult conditions, but shall instead provide such meter reading on the next workday. The Company will charge a Special Meter Reading fee, as specified in General Information Section 13, to obtain the actual meter read.

..DID: 8979  
..TXT: PSC NO: 12 GAS LEAF: 52  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
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STAMPS:  
RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

### 19. COMPLAINT PROCEDURES

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 the Public Service Commission rules contained in 16 NYCRR 11.20, 13.15 and 143. If a customer is unable to reach a satisfactory resolution of a dispute with the Company, the customer may complain orally or in writing to the Public Service Commission.

The Company will not discontinue service regarding a disputed bill or deposit while a complaint is pending before the Company or the Commission until it has complied with said Commission rules. If the Company's final response to a customer's complaint is wholly or partially in the Company's favor, the Company must inform the customer of the Commission's complaint handling procedures, including the Commission's address and telephone number.

Copies of the Company's complaint handling procedures and form of notice are on file with the Commission and are available to the public upon request at Company offices where application for service may be made.

..DID: 8980  
..TXT: PSC NO: 12 GAS LEAF: 53  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
STAMPS:  
RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

## 20. DEFERRED PAYMENT AGREEMENT

### A. Residential

#### 1. Eligibility

All residential customers and applicants are eligible for an agreement unless the customer has broken an existing payment agreement which required payment over a period at least as long as the standard agreement described below, or the Public Service Commission determines that the customer or applicant has the resources to pay the bill. The Company will offer any eligible residential customer or applicant a deferred payment agreement (or agreement) with specific terms as required by 16 NYCRR 11.10 which sets forth in detail the procedures summarized below. The agreement offer will be made in duplicate on the form set forth at the end of Section 20.A of this tariff.

#### 2. Written Offers

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

#### 3. Negotiating Agreements

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

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 09/01/11

LEAF: 54  
REVISION: 1  
SUPERSEDING REVISION: 0

## **20. DEFERRED PAYMENT AGREEMENT** (Cont'd)

### A. Residential (Cont'd)

#### 4. Terms of Agreement

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

- a. a downpayment 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 such amount;and
- b. monthly installments up to the cost of one-half of one month's average use or one-tenth of the balance, whichever is greater.

The copy of the written agreement must be signed by the customer and returned to the Company in order to be valid and enforceable. In the case of customers who are subject to a final notice of termination, the signed agreement must be returned to the Company by the day before the day on which termination may occur in order to avoid termination. If the agreement is not signed and returned as required, the Company will make telephone contact or personal contact to collect the arrears, negotiate a satisfactory payment agreement or terminate service.

#### 5. Renegotiating Agreements

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

#### 6. Broken Agreements

If a customer fails to make timely payment of installments in accordance with a payment agreement, the Company will send a reminder notice before sending a final notice of termination. If a customer fails to pay an installment by the 20th day after payment was due and has not negotiated a new agreement, the Company will demand full payment and send a final notice of termination in accordance with 16 NYCRR 11.4 and/or 11.4-a., 11.10 and Section 18 of this tariff.

PSC NO: 12 GAS  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
 INITIAL EFFECTIVE DATE: 07/01/21

LEAF: 55  
 REVISION: 2  
 SUPERSEDING REVISION: 1

## **20. DEFERRED PAYMENT AGREEMENT** (Cont'd)

### A. Residential (Cont'd)

#### CENTRAL HUDSON GAS & ELECTRIC CORPORATION RESIDENTIAL CUSTOMER PAYMENT AGREEMENT

CUSTOMER NAME  
 CUSTOMER ADDRESS  
 CITY, STATE, ZIP

Re: Deferred Payment Agreement  
 Account Number: XXXX-XXXX-XX-X

You have entered into a deferred payment agreement with Central Hudson. The terms of the agreement have been tailored to your financial circumstances. The terms include:

- Total balance owed as of MM/DD/YYYY: \$XXX.XX
- Number of payment installments to satisfy balance: XX
- Payments are to be made in installments as follows:

\$XX.XX Down Payment Due on MM/DD/YYYY  
 \$XX.XX plus the MONTH bill is due upon receipt  
 \$XX.XX plus the MONTH bill is due upon receipt  
 \$XX.XX plus the MONTH bill is due upon receipt  
 \$XX.XX plus the MONTH bill is due upon receipt  
 \$XX.XX plus the MONTH bill is due upon receipt  
 \$XX.XX plus the MONTH bill is due upon receipt  
 \$XX.XX plus the MONTH bill is due upon receipt  
 \$XX.XX plus the MONTH bill is due upon receipt  
 \$XX.XX plus the MONTH bill is due upon receipt  
 \$XX.XX plus the MONTH bill is due upon receipt  
 \$XX.XX plus the MONTH bill is due upon receipt

The remaining balance will be paid in installments of \$XX.XX upon receipt of the current bill each month.  
 The final installment of \$XX.XX is due upon receipt of your MONTH YEAR current bill.

All new bills must be paid in full upon receipt. If you cannot maintain your monthly installment amounts, the agreement will default and the full account balance will be due, and utility services will be at risk for disconnection.

To prevent a service disconnection, sign this agreement and remit the required down payment before MM/DD/YYYY. Keep one copy for your records. Return one copy signed to Central Hudson via:

- Email: [paperwork@cenhud.com](mailto:paperwork@cenhud.com); or
- Fax: (845) 486-5658; or
- Mail: Central Hudson Gas & Electric Co.  
 Attn: Customer Account Services  
 284 South Avenue  
 Poughkeepsie, NY 12601

Effective date postponed to 09/01/2021. See Supplement No. 61.

Issued by: Christopher M. Capone, Executive Vice President & CFO, Poughkeepsie, New York

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 07/01/21

LEAF: 56  
REVISION: 3  
SUPERSEDING REVISION: 2

**20. DEFERRED PAYMENT AGREEMENT** (Cont'd)

A. Residential (Cont'd)

**WHAT HAPPENS IF PAYMENTS ARE NOT MADE**

If you do not pay your installment amounts on the above dates and new bills upon receipt, this agreement will be considered broken and we will require you to pay the total amount owed on your account. The Company will send you a notice allowing you 15 days before service is turned off. If you are unable to pay the terms of this agreement, call us at (office phone no.).

**BUDGET BILLING**

Consider enrolling in the Budget Billing program, which offers consistent bills throughout the year. Under this program, your monthly payments remain steady and you avoid billing fluctuations. If you enroll, your account will be reviewed every six months to determine if the budget amount should be modified based on current usage.

( ) YES, I WOULD LIKE BUDGET BILLING

**ACCEPTANCE OF AGREEMENT**

I have read the rules on the back of this form. I understand and accept this agreement.

CUSTOMER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
COMPANY REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

**PAYMENT AGREEMENT RULES**

For questions regarding the deferred payment agreement, budget billing program or your account, email us at [www.CentralHudson.com](http://www.CentralHudson.com); or call (845) 452-2700 or (800) 527-2714 to speak with a representative. This agreement must be fair and must be based on your ability to pay. If you are unable to pay on these terms, you should not sign this agreement. If you do not sign and return this agreement and you do not contact our office to make arrangements for payment of your bill, collection activity will continue.

Effective date postponed to 09/01/2021. See Supplement No. 61.

Issued by: Christopher M. Capone, Executive Vice President & CFO, Poughkeepsie, New York

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 01/01/14

LEAF: 57  
REVISION: 2  
SUPERSEDING REVISION: 1

**20. DEFERRED PAYMENT AGREEMENT** (Cont'd)

A. **Residential** (Cont'd)

If you can show financial need, alternate terms will be arranged. Depending on your circumstances, a down payment may not be required and installments may be as low as \$10 per month. You will still be required to pay in full by the late charge date(s) all bills for service rendered after this agreement. If this agreement requires monthly installments exceeding \$10 per month, it can be changed if your ability to pay deteriorates for reasons you cannot control. If a change is needed, please call Central Hudson. Proof of your financial status may be required.

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

If further help is needed, you may call the New York State Public Service Commission at 1-800-342-3377, 8:30 am to 4:30 pm, Monday through Friday.

..DID: 9039  
..TXT: PSC NO: 12 GAS LEAF: 58  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
STAMPS:  
RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

**20. DEFERRED PAYMENT AGREEMENT** (Cont'd)

B. Nonresidential

1. The Company will provide a written notice offering a deferred payment agreement in accordance with this section to an eligible customer at the following times:
  - a. not less than five calendar days before the date of a scheduled termination for non-payment of arrears, as indicated on a final termination notice, or eight calendar days if mailed, provided the customer has been a customer for at least six months and the arrears on which the outstanding termination notice is based exceeds two months average billing; and
  - b. when it renders a backbill, which exceeds the cost of twice the customer's average monthly usage or \$100.00, whichever is greater; provided, however, that the Company will not be required to offer an agreement when the customer knew, or reasonably should have known, that the original billing was incorrect.

If the Company and customer agree to terms of a deferred payment agreement in a telephone conversation, the Company will send the customer two fully completed copies of the agreement, signed by the Company for the customer to sign and return.

2. Eligibility

- a. Any customer is eligible for a deferred payment agreement except the following:
  - (1) a customer who owes any amount under a prior deferred payment agreement;
  - (2) a customer who failed to make timely payments under a prior deferred payment agreement in effect during the previous 12 months;
  - (3) a customer that is a publicly held company, or a subsidiary thereof;
  - (4) a seasonal, short term or temporary customer;
  - (5) a customer who, during the previous 12 months had a combined total consumption for all its accounts with the Company in excess of 4,000 Ccf.;

..DID: 9040  
..TXT: PSC NO: 12 GAS LEAF: 59  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
STAMPS:  
RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

**20. DEFERRED PAYMENT AGREEMENT** (Cont'd)

B. Nonresidential (Cont'd)

2. Eligibility (Cont'd)

- (6) a customer of any two services (gas or electric) who is ineligible under any provision for a deferred payment agreement in this tariff;
- (7) 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 Public Service Commission's complaint procedures.

- b. The Commission or it's authorized designee may order the Company to offer a deferred payment agreement in accordance with this section to a customer whom it finds this section intended to protect, when an agreement is necessary for a fair and equitable resolution of an individual complaint.

3. Terms of Agreement

- a. A deferred payment agreement shall obligate the customer to make timely payments of all current charges.
- b. A deferred payment agreement offered pursuant to Section 1.a. of this section, may require the customer:
  - (1) to make a down payment of up to 30 percent of the arrears on which an outstanding termination notice is based, or the cost of twice the customer's average monthly usage, whichever is greater, plus the full amount of any charges billed after the issuance of the termination notice which are in arrears at the time the agreement is entered into; or
  - (2) in the event a field visit to physically terminate service has been made, to make a down payment of up to 50 percent of the arrears on which an outstanding termination notice is based or the cost of four times the customer's average monthly usage, whichever is greater, plus the full amount of any charges billed after the issuance of the termination notice which are in arrears at the time the agreement is entered into; and

..DID: 9042  
..TXT: PSC NO: 12 GAS LEAF: 60  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
STAMPS:  
RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

**20. DEFERRED PAYMENT AGREEMENT** (Cont'd)

B. Nonresidential (Cont'd)

3. Terms of Agreement (Cont'd)

- (3) to pay the balance in monthly installments of up to the cost of the customer's average monthly usage or one-sixth of the balance, whichever is greater; and
  - (4) to pay late payment charges during the period of the agreement; and
  - (5) to pay a security deposit in three installments, 50 percent down and two monthly payments of the balance, if previously requested in accordance with Section 17.A.2. of this tariff.
- c. A deferred payment agreement offered pursuant to Section 1.b. of this section, may require the customer to pay the outstanding charges in monthly installments of up to the cost of one-half of the customer's average monthly usage or one twenty-fourth of such charges, whichever is greater.
- d. A deferred payment agreement may provide for a greater or lesser down payment, a longer or shorter period of time, and payment on any schedule, if mutually agreed upon by the parties.

C. Broken Agreements

- 1. 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.
- 2. Except as provided in paragraph 1 of this subsection, if a customer fails to comply with the terms of a deferred payment agreement, the Company may demand full payment of the total outstanding charges and send a final termination notice in accordance with subparagraph 18.C.4.(f)(ii) of this tariff.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 01/01/14

LEAF: 61  
REVISION: 2  
SUPERSEDING REVISION: 1

## **21. RECONNECTION OF SERVICE**

Where a customer's service is discontinued for nonpayment of bills, the Company reserves the right to refuse to furnish service to:

- A. Residential customers at the same or any other location until:
1. The Company receives the full amount of arrears and/or security deposit and/or tariff charges that were billed for which service was terminated and the lawful reconnection charge; or
  2. the Company and the customer reach agreement on a deferred payment plan and the payment of a down payment, if required, under that plan; or
  3. The Commission or its designee so directs; or
  4. The Company receives a commitment of a direct payment or written guarantee of payment from the social services official of the social services district in which the customer resides; or
  5. The Company has notice that a serious impairment to health or safety is likely to result if service is not reconnected. Doubts as to whether reconnection of service is required for health or safety reasons shall be resolved in favor of reconnection.
- B. Nonresidential customers at the same or any other location until receipt by the Company of all tariff charges, the lawful reconnection charge and any other charges, fees or penalties due, legal fees, court costs, and disbursements, if applicable, and either:
1. the full amount of arrears and/or a security deposit for which service was terminated, and any other tariff charges billed after the issuance of the termination notice which are in arrears at the time reconnection is requested; or
  2. the signing of a deferred payment agreement in accordance with Section 20 of this tariff for the amounts set forth in subparagraph 1 of this paragraph, and the receipt of a downpayment, if required under the agreement.

..DID: 9044  
..TXT: PSC NO: 12 GAS LEAF: 62  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
STAMPS:  
RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

**21. RECONNECTION OF SERVICE** (Cont'd)

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

In addition, the Company will reconnect service within 24 hours of a nonresidential customer's request for reconnection, when service was:

1. terminated solely for failure to provide access provided the customer has allowed access and has made a reasonable arrangement for future access; or
2. terminated solely for a violation of the tariff 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; or
3. terminated for two or more independent reasons when the customer has satisfied all conditions for reconnection. The reconnection will be accomplished within the time period applicable to the last condition satisfied; or
4. at the direction of the Commission or its designee, which direction may occur only where the termination was in error, or the customer has filed a complaint with the Commission and has either paid in full the undisputed amount or has entered into a deferred payment agreement and has paid the required down payment.

PSC NO: 12 GAS  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
 INITIAL EFFECTIVE DATE: 10/01/20  
 Issued in Compliance with Order in C. 17-G-0460 dated June 11, 2020

LEAF: 63  
 REVISION: 7  
 SUPERSEDING REVISION: 6

## **22. RECONNECTION CHARGE**

Whenever service is restored to the same customer at the same meter location within twelve months after discontinuance of service, the Company will make a charge as follows:

	Effective July 1, 2018	Effective July 1, 2019	Effective October 1, 2020
Normal Business Hours	\$35	\$50	\$60
Normal Business Hours with Gas Mechanic Crew	\$140	\$180	\$220
Other Hours	\$70	\$100	\$120
Other Hours with Gas Mechanic Crew	\$200	\$260	\$310

Normal business hours shall be defined as the hours from 8:00 a.m. to 4:30 p.m., on days the main business office of the Company is open for business. Where a customer receives both electric and gas service, the Reconnection Charge for only one service will apply in the event of the simultaneous reconnection of both gas and electric service.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 06/01/11

LEAF: 64  
REVISION: 2  
SUPERSEDING REVISION: 1

### **23. DISHONORED PAYMENTS**

Should the Company receive a negotiable instrument from an applicant or customer in payment of any bill, charge or deposit due, and such instrument be subsequently dishonored or be uncollectible for any reason, the Company shall charge the applicant or customer an amount equal to the lesser of; a) a handling charge of \$5.00 plus any amounts the Company was required to pay its bank or third parties for handling such instrument or b) \$20.00 per such instrument.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 12/01/23  
Issued in Compliance with Order in C.20-M-0082 dated October 13, 2023

LEAF: 65  
REVISION: 3  
SUPERSEDING REVISION: 2

#### **24. NON-LIABILITY OF COMPANY**

The 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 the Company's structures, equipment, pipes, appliances or devices on the customer's premises except injuries or damages resulting from the negligence of the Company.

The Company will endeavor at all times to provide a regular and uninterrupted supply of service (except where the terms and conditions of a particular service classification provide otherwise), but should it interrupt the supply of service for the purpose of making repairs or improvements in any part of its system, or in case the supply of service shall be interrupted or irregular or defective or fail from cause beyond its control (including without limiting, the generality of the foregoing, executive, judicial or administrative rules or orders issued from time to time by federal, state and/or applicable municipal agencies, officers, commission boards or bodies having jurisdiction) or because of the ordinary negligence of the Company, its officers, employees, contractors, servants or agents, the Company will not be liable for injuries or damages, whether direct or consequential, resulting from such interruption or failure of supply or services, except as required by law.

Without limiting the generality of the foregoing, the Company may, without liability therefore, interrupt, reduce or impair service to any customer or customers in the event of emergency threatening the health or safety of a person, a surrounding area, the Company's generation, transportation, transmission or distribution systems, the integrity of its system or any other systems with which it is directly or indirectly interconnected if, in its sole judgment, such action will prevent, alleviate or reduce the emergency condition for the period of time as the Company deems necessary.

Pursuant to the Commission's *Order Addressing Integrated Energy Data Resource Matters* issued and effective October 13, 2023 in Case 20-M-0082, Central Hudson 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 Central Hudson transfers data to the IEDR platform, Central Hudson is not liable for any improper access or sharing of the Data Sets.

Consistent with the Commission's policies regarding data ownership, this data is owned by the customer, not Central Hudson.

..DID: 9049  
..TXT: PSC NO: 12 GAS LEAF: 66  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
STAMPS:  
RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

### **25. UNUSUAL CONDITIONS**

Where the Company cannot be assured that the business to be served will be permanent or where unusual expenditures are necessary to supply service because of the location, size, or character of the applicant's or customer's installation, facilities will be constructed only when applicant or customer makes an adequate contribution toward the cost of such facilities, or guarantees continued payment of bills for gas service, or makes other satisfactory arrangements which would be sufficient to warrant the Company to undertake the investment and expense involved.

..DID: 9050  
..TXT: PSC NO: 12 GAS LEAF: 67  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
STAMPS:  
RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

## **26. REDISTRIBUTION OR RESALE**

Gas service will not be supplied under any service classification of this rate schedule for resale, remetering (or submetering) or other redistribution to residential premises, or for resale, remetering (or submetering) or other redistribution to nonresidential premises connected or reconnected after the effective date of this provision, except that any customer may furnish gas for use of his tenants provided that the customer shall not resell, make specific charge for, or remeter (or submeter except as provided in the paragraph below) or measure any of the gas so redistributed or furnished.

Landlords of industrial and commercial properties, which do not have residential tenants, may file a petition and application to the New York State Public Service Commission requesting permission to submeter gas usage to their tenants. 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.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 11/1/2023  
Issued in Compliance with Order in C. 17-G-0460 dated June 14, 2018

LEAF: 68  
REVISION: 31  
SUPERSEDING REVISION: 30

## **27. ADJUSTMENT OF RATES IN ACCORDANCE WITH CHANGES IN THE COST OF GAS**

### Factor of Adjustment

The Average Cost of Gas applicable to Service Classification Nos. 1 and 2 shall be increased each month by a factor of 1.0037 to reflect system line losses.

In accordance with the New York State Public Service Commission's Opinion and Order in Case No. 90-G-0673, the factor of adjustment to adjust the cost of gas for lost and unaccounted for gas will be determined in each Company rate case. Pursuant to the Order in Case No. 14-G-0319 and as continued in Case No. 20-G-0370, the factor of adjustment will exclude line pack and conversion values and will be calculated as the five-year average for the twelve months ending August 31<sup>st</sup> of each year and updated annually to become effective with the first billing batch of November. Annual negative values when calculating the five-year average will be set to zero. Actual performance against the factor of adjustment will be determined utilizing a dead band of two standard deviations, limited to  $\pm 0.5\%$ , with the minimum for the bottom of the dead band set at 1.0000.

### Gas Supply Charge

The Gas Supply Charge is designed to collect the gas expense incurred by the Company to serve customers taking service under Service Classification Nos. 1 and 2. The Gas Supply Charge will be applied to all Ccf usage during the billing period pursuant to the effective date of the Gas Supply Charge. Gas Supply Charges will be prorated based on the number of days each Gas Supply Charge is in effect during a customer's billing period.

The Gas Supply Charge statement shall be filed not less than three days prior to the date on which it is proposed to become effective, except that a new statement may be filed on one day's notice to become effective not more than five days after the effective date of the initial statement if the replacement of cost estimates in the initial statement with actual figures results in a change in either the Average Demand Cost of Gas or the Average Commodity Cost of Gas of more than five percent.

The Gas Supply Charge shall be equal to the sum of the Average Demand Cost of Gas and the Average Commodity Cost of Gas as computed herein, multiplied by the Factor of Adjustment and adjusted for the Annual Reconciliation of Gas Expense, Gas Supplier Refunds, the Interruptible Sales Credit, the Capacity Release Credit, the Incremental Capacity Cost and all other adjustments as approved by the New York State Public Service Commission.

- (1) The Average Demand Cost of Gas shall be computed by applying the fixed rates and charges of the transporters, storage providers, and suppliers to the billing determinants associated with pipeline capacity, and supplier reservation charges, and dividing by, the weather normalized quantities of gas taken for delivery to the Company's own sales customers during the twelve calendar months immediately preceding the computation date. These costs will be further adjusted by reducing the demand costs by the weighted average cost of the capacity, peaking service, and storage services assigned to core transportation customers. Finally, these costs shall be increased by the allowance for bad debt related to the demand costs.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 02/01/13

LEAF: 69  
REVISION: 9  
SUPERSEDING REVISION: 8

**27. ADJUSTMENT OF RATES IN ACCORDANCE WITH CHANGES IN THE COST OF GAS** (Cont'd)

Gas Supply Charge (Cont'd)

- (2) The Average Commodity Cost of Gas shall be computed by applying the variable rates and charges of the transporters, storage providers, and suppliers to the billing determinants associated with transportation, storage supplies and gas supply for the forecasted weather normalized quantities of gas to be taken for delivery to the Company's own sales customers during the month in which the Gas Supply Charge will be in effect. These costs shall be further adjusted by;
- a) including the allowance for bad debt related to commodity costs and;
  - b) including the carrying costs on material and supply inventories and;
  - c) including the cost associated with risk management programs and;
  - d) adding at zero cost the quantities received for, but not delivered to, transportation customers and;
  - e) reducing the commodity costs by the revenue produced from delivery penalties billed to the Retail Suppliers, and;
  - f) increasing the commodity costs by the replacement cost of fuel paid to non-core customers, Retail Suppliers and/or Direct Customers for gas supplies which were diverted to meet the needs of core customers, as described in General Information Section 31.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 08/02/07

LEAF: 70  
REVISION: 5  
SUPERSEDING REVISION: 4

**27. ADJUSTMENT OF RATES IN ACCORDANCE WITH CHANGES IN THE COST OF GAS** (Cont'd)

Refund Provision

In the event that the rates and charges of a gas supplier are retroactively reduced and the Company receives a refund of excess charges paid to the supplier during the period to which the retroactive reduction is applicable, the Company will allocate the refund, including interest, to firm service classifications and Company use, based on the relative volumes purchased during the months that the supplier rates subject to refund were in effect.

Any refund \$10,000 or more shall be returned to customers over a succeeding twelve month period. The rate of refund will be determined by dividing the total refund received by the quantity of gas estimated to be sold during the refund period. A lump sum distribution of the refund allocations will be made to Company use.

Any over or under collection at the end of the refund period will be included in the Company's next Annual Surcharge or Refund Calculation following the conclusion of the refund period.

If the Company receives a refund that cannot be related to a specific time period and is less than \$10,000, or any other refund of less than \$10,000 the amount of such refund will be included in the next Annual Surcharge or Refund Calculation. The disposition of any refund received that is applicable to periods prior to the effectiveness of the Company's Gas Supply Charge will be determined pursuant to Section 113(2) of the Public Service Law.

Each supplier refund shall accrue interest while held by the Company at the rate prescribed by the Public Service Commission. Interest will be computed prior to refunding by the Company and will be based on the estimated unrefunded balance during the period from the date of receipt of the refund until refunding to customers is complete.

Where exceptional circumstances warrant, the Company may petition the Public Service Commission for waiver of the above refund provision.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 07/01/18  
Issued in Compliance with Order in C. 17-G-0460 dated June 14, 2018

LEAF: 71  
REVISION: 10  
SUPERSEDING REVISION: 8

## **27. ADJUSTMENT OF RATES IN ACCORDANCE WITH CHANGES IN THE COST OF GAS** (Cont'd)

### Annual Reconciliation of Gas Expense

Surcharges, including interest, or refunds, including interest, to recover gas cost under-collections or refund gas cost over-collections will be determined for the twelve (12) months ended August 31 of each year, filed with the Public Service Commission prior to October 15 and made effective at the beginning of the January billing cycle of each year.

The surcharge or refund applicable to Service Classification Nos. 1 and 2 will be computed by taking the sum of:

- (1) the applicable cost of gas determined by multiplying the average cost of firm gas during the period by the factor of adjustment, multiplying that result by the actual firm sales during this same period;
- (2) the previous years applicable under-collection, if any, with interest to the extent not recovered; subtracting therefrom the sum of;
- (3) the applicable base cost of gas determined by multiplying the base cost of gas times the total quantity of gas purchased, determined by multiplying actual firm sales during the period by the factor of adjustment;
- (4) the applicable gas cost adjustment revenue for the period, net of supplier refund credits and adjusted to include revenues collected through the Balancing Service Charge as described in General Information Section 43, and also adjusted to eliminate (a) the effect of any adjustments relating to interruptible sales and sales to Company owned electric generating facilities, (b) any miscellaneous charges or credits, and (c) the revenue tax effect;
- (5) the previous years applicable over-collection, if any, with interest to the extent not refunded;
- (6) any over refunding or under refunding of gas supplier refunds that were finalized during the twelve months ended August 31;
- (7) the applicable allocation of Interruptible Profit pursuant to General Information Section 42.D;
- (8) divided by the quantities of gas to be sold by the Company to its firm customers during the surcharge/refund period.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 12/01/20

LEAF: 72  
REVISION: 13  
SUPERSEDING REVISION: 12

**27. ADJUSTMENT OF RATES IN ACCORDANCE WITH CHANGES IN THE COST OF GAS** (Cont'd)

Annual Surcharge or Refund (Cont'd)

Interim refunds or surcharges during the 12-month period ended August 31 will be permitted for the purpose of preventing large over-collection or under-collection balances from accruing at August 31. The methodology used to determine the amount of over-collection or under-collection and the method of refund or surcharge will be determined by the Company and filed with the Commission.

Capacity Release Credit

Eighty five percent (85%) of the credits received from upstream pipelines resulting from upstream capacity assignments and streaming transactions will be credited to customers taking service under Service Classification Nos. 1, 2, 6, 12 and 13.

Incremental Capacity Cost

By Commission Order in Case 14-G-0062, the Company will continue to recover, through the GSC and Transportation Demand Adjustment (TDA) mechanisms, the incremental cost resulting from the difference between the amount paid by the Company for the transportation of gas through the United States Military Academy and the amount included in the Company's approved revenue requirement.

PSC NO: 12 GAS  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
 INITIAL EFFECTIVE DATE: 07/01/10

LEAF: 73  
 REVISION: 10  
 SUPERSEDING REVISION: 9

## **27. ADJUSTMENT OF RATES IN ACCORDANCE WITH CHANGES IN THE COST OF GAS** (Cont'd)

### Weather Normalization Adjustment

A Weather Normalization Adjustment shall be effective for all heating customers taking service under Service Classification Nos. 1, 2, 6, 12, and 13. The Weather Normalization Adjustment will be applied to total gas usage during the period October 1 through May 31 of each year.

#### (1) Definitions

- a) PBR or pure base rate is the tail block delivery charge set forth in Service Classification Nos. 1 and 12 or 2, 6 and 13, as applicable.
- b) BD or billing days is the actual number of days for which service is being billed spanning the period October 1 through May 31.
- c) HDD or heating degree days are the difference between 65 degrees F and the average outdoor dry bulb temperature for a day based on readings made every hour on the hour throughout the day. HDD are always zero when the average temperature is above 65 degrees F.
- d) NHDD or normal heating degree days shall be based on the most recent 10-calendar year average.
- e) AHDD or actual heating degree days are the actual difference between 65 degrees F and the average outdoor dry bulb temperature for a particular day or days based on readings made every hour on the hour throughout the day. AHDD are always zero when that average temperature is above 65 degrees F.
- f) HDDF or heating degree day factor is the estimated number of Ccf per customer needed to provide space heating for each degree of a degree day based on the average usage by customers to which this adjustment applies. The HDDF shall be determined separately for Service Classification Nos. 1 and 12 combined and Service Classification Nos. 2, 6 and 13 combined.
- g) BL or base load per billing day is the estimated number of Ccf per customer used per day for non-heating purposes based on average customers to which this adjustment applies. BL shall be determined separately for Service Classification Nos. 1 and 12 combined and Service Classification Nos. 2, 6 and 13 combined.

The HDDF and BL so determined will be stated in whole 0.0001 Ccf per HDD and whole 0.01 Ccf per customer, respectively. On or before August 31, a statement showing the HDDF and BL will be filed with the Public Service Commission for implementation in the October 1 start date of each year's Weather Normalization Adjustment.

#### (2) Determination of the Weather Normalization Adjustment

The Weather Normalization Adjustment shall be calculated using the following formula rounding to the nearest \$0.00001 per Ccf:

$$\text{Weather Normalization Adjustment} = \frac{(\text{NHDD} - \text{AHDD}) * \text{HDDF} * \text{PBR}}{(\text{BL} * \text{BD}) + (\text{HDDF} * \text{AHDD})}$$

#### (3) Operation of the Weather Normalization Adjustment

The weather adjustment will be made by adding to or subtracting from a customer's bill the amount determined by multiplying the customer's total consumption during the billing period by the weather adjustment factor. The Company shall file a schedule of total Weather Normalization Adjustments by billing cycle and service classification group with the Public Service Commission within ten working days following the end of a billing month.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
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LEAF: 74  
REVISION: 5  
SUPERSEDING REVISION: 4

**27. ADJUSTMENT OF RATES IN ACCORDANCE WITH CHANGES IN THE COST OF GAS** (Cont'd)

Gas Supplier Transition Costs

Commencing May 1, 1996, the Gas Supply Charge applicable to Service Classification Nos. 1 and 2 shall reflect a surcharge calculated in accordance with the New York State Public Service Commission's Opinion and Order in Case No. 93-G-0932. The Transition Cost surcharge is designed to collect, subject to refund, the transition costs currently being billed to the Company by interstate pipeline suppliers. The Transition Cost surcharge will be reconciled for the twelve-month period ended April 30 of each year.

..DID: 19004  
..TXT: PSC NO: 12 GAS LEAF: 74.1  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 1  
INITIAL EFFECTIVE DATE: 06/01/02 SUPERSEDING REVISION: 0  
STAMPS:  
EFFECTIVE under authority of PSC 02-G-0525SP1 made 05/22/02  
RECEIVED: 05/01/02 STATUS: Effective EFFECTIVE: 05/24/02

**27. ADJUSTMENT OF RATES IN ACCORDANCE WITH CHANGES IN THE COST OF GAS** (Cont'd)

Gas Research & Development Surcharge

Effective April 23, 2000 the Gas Cost Adjustment applicable to core sales customers will include a surcharge designed to establish a funding mechanism to support research and development programs. The funding mechanism will replace the Federal Energy Regulatory Commission surcharge used to support gas R&D conducted by the Gas Research Institute. The amount to be collected through this surcharge will mirror the decrement in the FERC surcharge each year through 2004 and will be capped at \$0.00174 per CCF, thereafter.

EFFECTIVE under authority of PSC 02-G-0525SP1 made 05/22/02

Issued by: Arthur R. Upright, Senior Vice President, Poughkeepsie, New York

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 07/01/21

LEAF: 75  
REVISION: 14  
SUPERSEDING REVISION: 12

## **28. INCREASE IN RATES APPLICABLE IN MUNICIPALITY WHERE SERVICE IS SUPPLIED**

- A. The rates and charges for service under all Service Classifications, including, but not limited to, Gas Cost Adjustment, Merchant Function Charge, System Benefits Charge, Gas Bill Credit, Weather Normalization Adjustment, Revenue Decoupling Mechanism Adjustment, Miscellaneous Charge and minimum charge, shall be increased to reflect the aggregate percentage rate of taxes imposed on the Company's revenues pursuant to Section 186-a of the Tax Law as amended by Chapter 63 of the Laws of 2000, Section 20-b of the General City Law, Section 5-530 of the Village Law, Section 188 of the Tax Law as authorized by Commission Order in Case 27611 dated July 5, 1990, and in Case 91-M-0366, dated May 15, 1992, and Article 23 of the Tax Law as established by Chapter 25 of the Laws of 2009. The total of all rates and charges will be multiplied by a factor determined as the quantity of the weighted applicable tax rate divided by one minus the quantity of the applicable tax rate.

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

- B. The rates and charges for service under all Service Classifications, including Gas Cost Adjustment, Merchant Function Charge, System Benefits Charge, Gas Bill Credit, Weather Normalization Adjustment, Revenue Decoupling Mechanism Adjustment, Miscellaneous Charge and minimum charge, applicable in the counties of Dutchess, Orange and Putnam shall be increased to recover the tax expense imposed by the temporary Metropolitan Transportation Authority Business Tax Surcharge, pursuant to Section 186-c of the Tax Law as amended by Chapter 63 of the Laws of 2000. The additional surcharge shall be set forth on the statement described in Section 28.A.

A revised surcharge will be filed for each year the Metropolitan Transportation Authority Business Tax Surcharge is applicable. The actual business tax surcharge expense shall be reconciled with revenues produced during each twelve month period and an adjustment will be made, if necessary, in the last two months of each twelve month period.

..DID: 9062  
..TXT: PSC NO: 12 GAS LEAF: 76  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
STAMPS:  
RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

**28. INCREASE IN RATES APPLICABLE IN MUNICIPALITY WHERE SERVICE IS SUPPLIED**

(Cont'd)

- C. In accordance with Section 189 of the Tax Law, a tax will be imposed on any customer who imports or causes to be imported into New York State gas services which have been purchased outside of New York State. The tax on gas importers will be applied to all gas received by the Company on behalf of the customer importing the gas service and will be separately stated on the Company's billing.

..DID: 9063  
..TXT: PSC NO: 12 GAS LEAF: 77  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
STAMPS:  
RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

### **29. ATTACHMENT OF NEW CUSTOMERS AND SUPPLY OF ADDITIONAL FIRM GAS**

Effective July 10, 1989 and continuing thereafter until modified by the Company, additional firm gas volumes will be provided to new and existing customers in accordance with the following terms and conditions.

- (A) Application for new or increased gas service must be made in accordance with General Information, Section 30.
- (B) Applicants for gas service for space heating purposes in residential single or multifamily dwellings must comply with the minimum insulation standards set forth in General Information, Section 32.
- (C) Notwithstanding the foregoing provisions of this Section 29, the Company, with the permission of the Public Service Commission, may refuse to approve additional applications for new or additional firm gas service, and/or institute penalty charges, pursuant to Opinion No. 77-2 of that Commission, applicable to usage in excess of usage limitations established in accordance with Paragraphs (D) and (E) below.
- (D) Firm gas customers, other than one and two family homes and other domestic customers which are individually metered, with annual consumption of 1,200 Mcf. or more shall be subject to annual and monthly usage limitations determined as:
  - 1) The limits in existence on May 1, 1979, or if none,
  - 2) Based on the first subsequent calendar year in which consumption reaches 1,200 Mcf. either
    - a) 120% of the annual and maximum monthly consumption if annual consumption is from 1,200 Mcf. to 12,000 Mcf. or
    - b) 100% of the annual consumption and 120% of the maximum monthly consumption if annual consumption is 12,000 Mcf. or greater, or
  - 3) In any event such greater volumes permitted by approved applications made in accordance with General Information, Section 30.

..DID: 9064  
..TXT: PSC NO: 12 GAS LEAF: 78  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
STAMPS:  
RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

**29. ATTACHMENT OF NEW CUSTOMERS AND SUPPLY OF ADDITIONAL FIRM GAS** (Cont'd)

- (E) Natural Gas is permitted for outdoor lighting. The lighting fixture must employ a mantle that enables the gas to be converted to useful lighting. The use of natural gas for open flame lighting is prohibited whether the flame is open to the atmosphere or enclosed within a covering.
- (F) Firm gas will be provided for emergency generation provided that;
  - (1) Only sufficient emergency electric generation capacity shall be installed to provide the minimum needs for safety and health.
  - (2) The customer pay all costs associated with the installation including, if necessary, all costs for system reinforcement, mains and service lateral.
  - (3) An annual usage limitation will be established equal to the sum of the existing annual limitation for other uses plus an estimated annual allowance to permit one-half hour of testing each week and use during verifiable power outages.

..DID: 9065  
..TXT: PSC NO: 12 GAS LEAF: 79  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
STAMPS:  
RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

### **30. APPLICATION FOR GAS SERVICE**

An application for gas service in the form prescribed in this Section must be executed by any existing or prospective customer whose proposed new or additional use of gas will require:

1. Extension of a main or installation of a service and/or a meter.
2. Reinforcement of a main or service replacement of a meter with one of larger capacity.
3. Re-establishment of service at a location where the service previously rendered was terminated by the customer more than one year prior to the date on which service is to be resumed.
4. Supply to such customer of additional gas service in excess of 500,000 cubic feet in any twelve (12) month period.

A separate application must be made for each location at which such gas service is requested. Applications for gas service shall specify the total annual, maximum monthly and maximum daily volumes of gas required by the applicant; except that applications for gas service to single-family residences may specify only the total annual volume of gas required. Applications for gas service shall remain in effect for a period not to exceed one year after acceptance by the Company. In the event that an applicant fails to take service in the amount requested within one year after acceptance of his application by the Company such application will be deemed to have been abandoned.

..DID: 9067  
..TXT: PSC NO: 12 GAS LEAF: 80  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
STAMPS:  
RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

**30. APPLICATION FOR GAS SERVICE (Cont'd)**

CENTRAL HUDSON GAS & ELECTRIC CORPORATION

Application for New or Additional Gas Service

Applicant Name: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Date Service Required: \_\_\_\_\_  
Service Location: \_\_\_\_\_  
\_\_\_\_\_ New Gas Service; \_\_\_\_\_ Existing  
Service, Gas Meter Req.;  
\_\_\_\_\_ Existing Customer

Additional Maximum Daily Quantity Required \_\_\_\_\_ MCF/Day  
Additional Maximum Monthly Quantity Required \_\_\_\_\_ MCF/Month  
Additional Total Annual Quantity Required \_\_\_\_\_ MCF/Year

Type Use: (Check One or More)

\_\_\_ Space Heating \_\_\_ Cooking \_\_\_ Clothes Drying \_\_\_ Industrial Process  
\_\_\_ Water Heating \_\_\_ Ind./Comm. Boiler Fuel \_\_\_ Emer. Elec. Gen. \_\_\_ Other

Classification:

- 1. \_\_\_ Single-Family Dwelling \_\_\_ Multiple Dwelling (1 to 3 Units)
- 2. \_\_\_ Multiple Dwelling (4 or More Units)
- 3. \_\_\_ Commercial \_\_\_ Industrial \_\_\_ Public Authority

Service supplied under this application will be taken and paid for by the undersigned in accordance with the rules and regulations, and at the rates, contained in Company's tariffs and schedules as filed from time to time with the Public Service Commission of the State of New York.

This application shall not be binding upon the Central Hudson Gas & Electric Corporation until accepted by it through an authorized representative, and shall not be modified or affected by any promise, agreement or representation by any agent or employee of Central Hudson made before or after signing, unless incorporated in writing herein before acceptance by Company. This application shall remain in effect for a period not to exceed one year after acceptance by the Central Hudson Gas & Electric Corporation.

Accepted by Company: \_\_\_\_\_ Received by Company: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

Company's Representative: \_\_\_\_\_  
Applicant's Signature: \_\_\_\_\_

PSC NO: 12 GAS	LEAF: 81
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION	REVISION: 1
INITIAL EFFECTIVE DATE: 08/02/07	SUPERSEDING REVISION: 0

**30. APPLICATION FOR GAS SERVICE** (Cont'd)

Reserved for future use.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 01/01/14

LEAF: 82  
REVISION: 3  
SUPERSEDING REVISION: 2

### **31. CURTAILMENT OF GAS SERVICE**

The Company shall only implement a curtailment as a last resort. Economic considerations shall not be the basis for a curtailment. Mutual aid, contractual and other non-curtailment supply management tools, Operational Flow Orders, interruption of contractually-interruptible load, and supply acquisition shall be utilized before the Company declares a curtailment. As circumstances permit, the Company shall initially seek voluntary curtailments to alleviate an emergency situation. In the event of a force majeure, loss of capacity on the Company's system or a loss of upstream gas supply(s) and/or loss of upstream interstate pipeline capacity, the Company shall initiate the following curtailment procedure. Curtailments shall be limited in scope and duration as necessary to alleviate an emergency and shall be localized to the extent possible.

#### A. Order of Curtailment

1. ELECTRIC GENERATION. NOTE: If in the sole judgment of the Company a need for the electric generation exists, the Company would endeavor to maintain adequate gas supply to the electric generation facilities.
2. Interruptible transport (S.C. No. 9) and firm transport (S.C. No. 11) without customer-owned supplies.
3. Interruptible service requirements (S.C. No. 8).  
  
Category 1 - No. 6 Oil, 1.5% Sulfur Content or Higher  
Category 2 - No. 6 Oil, Less than 1.5% Sulfur Content and No. 4 Oil  
Category 3 - All Others
4. Requirements of the Company's general office and of customers with installed dual-fuel capability.
5. Firm industrial and commercial requirements for boiler fuel for space heating, air conditioning, electric generation and other non-process purposes where the total annual requirements are 100,000 Ccf. or greater.
6. Firm industrial and commercial requirements for boiler fuel for space heating, air conditioning, electric generation and other non-process purposes where the total annual requirements are between 12,000 Ccf. and 99,999 Ccf. inclusive.
7. Firm industrial and commercial requirements for processes for which there are technically feasible alternate fuels and for space heating (other than boiler fuel) where the total annual requirements are 100,000 Ccf. or greater.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 01/01/14

LEAF: 83  
REVISION: 2  
SUPERSEDING REVISION: 1

### **31. CURTAILMENT OF GAS SERVICE** (Cont'd)

#### A. Order of Curtailment (Cont'd)

8. Firm industrial and commercial requirements for processes for which there are technically feasible alternate fuels and for space heating (other than boiler fuel) where the total annual requirements are between 12,000 Ccf. and 99,999 Ccf., inclusive.
9. Process and feedstock requirements for which there are no technically feasible alternate fuels where the total annual requirements are 12,000 Ccf. or greater.
10. Plant protection requirements for customers curtailed in Priorities 5 through 9 above.
11. Firm industrial and commercial requirements where the total annual requirements are less than 12,000 Ccf.
12. Interruptible transport (S.C. No. 9) and firm transport (S.C. No. 11) with customer-owned supplies.
13. Firm residential requirements including the requirements of apartment houses, prisons, dormitories, nursing homes, hospitals and residential hotels.

#### B. Definitions

1. Technically feasible alternate fuel facilities are equipment that can be modified to use an alternate fuel, without substantial replacement of existing equipment or a change to a different process, and all boiler applications.
2. Plant protection requirements are the minimum volumes of gas necessary to prevent danger to personnel, physical damage to facilities and destruction of material in process in order that operations may be shut down in an orderly and safe manner.
3. For purposes of the Company's curtailment of gas service procedure, firm commercial and industrial customers are those taking service under Service Classification Nos. 2, 6, 13 or 15. Firm residential customers are those taking service under Service Classification Nos. 1, 12 or 16.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 08/01/12  
Issued in compliance with Order in Case 11-G-0543 dated May 23, 2012

LEAF: 84  
REVISION: 3  
SUPERSEDING REVISION: 2

### **31. CURTAILMENT OF GAS SERVICE** (Cont'd)

#### **C. Method of Curtailment**

1. Curtailment will proceed through the priorities starting with Priority 1, and will require curtailment of consumption by the affected customer after not less than two hours notice by telephone or otherwise. The Company will notify customers when curtailment of consumption is no longer required.
2. Curtailment within each priority shall be made on a pro rata basis except that curtailment of firm residential requirements will be by individual customers in descending order based on volume of gas used.
3. When necessary to meet high-priority customer demand, Central Hudson will acquire gas intended for lower priority customers at the citygate. Retail suppliers/direct customers whose gas is diverted by Central Hudson will be required to continue making nominations of gas throughout the curtailment period up to their maximum delivery obligation as directed by Central Hudson, unless qualified upstream force majeure interruptions or curtailments prevent retail suppliers/direct customers from securing or delivering such supplies. During a curtailment period, Central Hudson shall make all reasonable efforts to inform non-responding retail suppliers/direct customers that required actions are not being taken. Lack of such notice shall not relieve any retail supplier/direct customer of its obligations.
4. The Company reserves the right to curtail services outside the order listed in order to protect the efficient operation of the system.
5. Failure of the Company to adhere to one or more of the curtailment criteria is not a basis for Retail Suppliers or Direct Customers not to comply with requirements of the curtailment, but may provide the basis for a complaint to the Commission regarding the Company's behavior.

#### **D. Notification of Curtailment**

1. The Company will notify the Director of the Office of Electric, Gas and Water of the New York State Department of Public Service and representatives of the New York State Energy Research and Development Authority and Empire State Petroleum Association when a curtailment is declared and when the situation returns to normal.
2. Notification will be provided to Retail Suppliers and curtailed customers periodically during the curtailment period.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 10/25/17

LEAF: 85  
REVISION: 5  
SUPERSEDING REVISION: 4

### **31. CURTAILMENT OF GAS SERVICE** (Cont'd)

#### **E. Compensation**

1. If a non-core customer (S.C. No. 8 or 9) has been directed to curtail consumption, by telephone or otherwise, and refuses to comply with the directed reductions, the customer may be subject to an additional penalty charge of \$2.50 per Ccf of unauthorized usage.
2. In the event it is necessary to divert gas from non-core customers (S.C. No. 8 or 9) to supply the needs of core customers (S.C. Nos. 1, 2, 6, 11, 12, 13, 15 and 16), compensation to non-core customers, or their designated retail supplier, will be at the market value of the diverted gas on the day(s) the gas was diverted. The market value of the diverted gas shall be equal to the "Midpoint" rate of the higher of "Algonquin, city-gates." and "Iroquois, zone 2" receipt points as published in Platt's Gas Daily in the table "Daily Price Survey" under the Citygates heading. When gas is diverted to serve firm sales customers, the payments made by the Company will be recovered through the Gas Supply Charge as described in General Information Section 27. When gas is diverted to serve a customer operating under a firm transportation service, that firm transportation customer will reimburse the Company for its payments to the non-core customer.
3. In the event it is necessary to divert gas from lower priority core customers to supply the needs of higher priority core customers, Central Hudson will compensate the direct customer(s) or the customers' retail supplier(s) at the market value of the diverted gas on the day(s) the gas was diverted. The market value of the diverted gas shall be equal to the "Midpoint" rate of the higher of "Algonquin, city-gates." and "Iroquois, zone 2" receipt points as published in Platt's Gas Daily in the table "Daily Price Survey" under the Citygates heading. If it can be demonstrated by the retail supplier/direct customer that a contract calls for a higher price, Central Hudson will reimburse the retail supplier/direct customer at the contract price. Any such payments made by Central Hudson will be recovered through the Gas Supply Charge as described in General Information Section 27.

..DID: 9074  
..TXT: PSC NO: 12 GAS LEAF: 86  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
STAMPS:  
RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

## 32. MINIMUM INSULATION STANDARDS FOR THE PROVISION OF GAS & ELECTRIC SERVICE

### A. Definitions

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

### B. Minimum Standards for New Dwellings

#### 1. Applicability and Compliance

- a. 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 and electric service unless these dwellings comply with the New York State Energy Conservation Construction Code. Compliance with this Code will be satisfied under any of the following circumstances:
  - i) A building permit is obtained for the dwelling from a building code authority or similar authority empowered by local law to issue building permits; or,
  - ii) an affirmation is given by the contractor or builder on a certificate of compliance, in the form prescribed below, that the construction of the dwelling will comply with the Energy Conservation Construction Code within 30 days after occupancy; or
  - iii) a modification or variance from the requirements of the Energy Conservation Construction Code is issued by the State Board of Review as constituted pursuant to the Executive Law.

..DID: 9075  
..TXT: PSC NO: 12 GAS LEAF: 87  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
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STAMPS:  
RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

**32. MINIMUM INSULATION STANDARDS FOR THE PROVISION OF GAS & ELECTRIC SERVICE**  
(Cont'd)

B. Minimum Standards for New Dwellings (Cont'd)

1. Applicability and Compliance (Cont'd)

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

2. Waivers

For any dwelling subject to the requirements of Section B.1.b. above a waiver from these requirements may be granted by:

- a. 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 calculations shall be certified by a licensed engineer or architect.
- b. 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 charges) will be greater than seven times the anticipated annual savings to be obtained, (based on the present cost of fuel currently used in the dwelling).
- c. The Public Service Commission for just cause, in unusual circumstances, if the applicant for gas or electric service has been denied a waiver pursuant to Section B.2.a. or b. above.

A copy of each variance granted or denied by the Company shall be made available to the Commission, and each applicant denied a variance shall be promptly informed by the Company of the right to appeal to the Commission.

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**32. MINIMUM INSULATION STANDARDS FOR THE PROVISION OF GAS & ELECTRIC SERVICE**  
(Cont'd)

B. Minimum Standards for New Dwellings (Cont'd)

3. Certificate of Compliance

- a. A Certificate of Compliance, in the form prescribed below, shall be used in all areas where no local authority exists, to assure compliance with the insulation requirements of the Energy Conservation Construction Code.
- b. Each Certificate of Compliance shall be signed by the builder or contractor and the owner shall receive a copy of such certificate.

4. Compliance Procedures

- a. 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 Section B.1. above, 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 when applicable) of the building.
- b. Whenever the Company finds, as a result of such inspection or notification by the local building code authority, more than one outstanding complaint against any particular 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 and electric service to any construction site of that contractor or builder until all existing violations are corrected. The Company shall undertake random inspections of the 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.

5. Penalties for Non-compliance

- a. In the event the Company finds that any dwelling fails to comply with Sections B.1.a. or b. above, the Company shall impose a 25 percent surcharge on any bill for electric and gas service to the customer until such violations are corrected.

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..TXT: PSC NO: 12 GAS LEAF: 89  
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**32. MINIMUM INSULATION STANDARDS FOR THE PROVISION OF GAS & ELECTRIC SERVICE**  
(Cont'd)

B. Minimum Standards for New Dwellings (Cont'd)

5. Penalties for Non-compliance (Cont'd)

- b. The effective date of the surcharge rate shall be:
- i) Immediately after notice, in the event the owner is directly responsible for the non-compliance.
  - ii) 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 90 days.
- c. In the event the owner is not billed for the provision of electric or gas service, no surcharges will be applied to the bills of the non-owner occupants of the dwelling. Instead, 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 electric and gas bills for the dwelling 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.

Furthermore, if the owner is an occupant of the dwelling, but is not billed for any electric or gas service, the surcharge will be imposed on the bill for electric and gas service to the unit occupied by the owner.

C. Minimum Standards for Existing Dwellings Converting to Gas or Electric Space Heat

1. Applicability and Conditions

An existing dwelling will not be supplied gas or electric service for the purpose of converting to gas or electric space heat unless:

- a. The roof/ceiling has at least six inches of insulation or insulation with an R value of 19 or greater,

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..TXT: PSC NO: 12 GAS LEAF: 90  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
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**32. MINIMUM INSULATION STANDARDS FOR THE PROVISION OF GAS & ELECTRIC SERVICE**  
(Cont'd)

C. Minimum Standards for Existing Dwellings Converting to Gas or Electric Space Heat (Cont'd)

1. Applicability and Conditions (Cont'd)

- b. the dwelling has storm windows, or thermal windows with multiple glazing, and
- c. the entrances have storm doors or thermal doors.

2. Waivers

- a. The Company may waive the requirements in Section C.1. above where:
  - i) 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 interest charges) will be greater than seven times the anticipated annual savings to be obtained (based on the present cost of the fuel currently used in the building).
  - ii) The dwelling is an historical building, or
  - iii) 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 Section C.1. above. Such a heat loss calculation must be certified by a licensed architect or engineer.
- b. In the case of a dwelling having a flat roof, or having four or more stories and converting to gas service in a temperature controlled service classification, 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.

..DID: 9080  
..TXT: PSC NO: 12 GAS LEAF: 91  
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**32. MINIMUM INSULATION STANDARDS FOR THE PROVISION OF GAS & ELECTRIC SERVICE**  
(Cont'd)

C. Minimum Standards for Existing Dwellings Converting to Gas or Electric Space Heat (Cont'd)

2. Waivers (Cont'd)

- c. 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 weatherstripped. This certification shall be made in writing to the Commission. A storm window will not be required on any window opening onto a fire escape.
- d. Copies of waivers granted or denied by the Company shall be made available to the Commission. Applicants denied waivers shall be informed of their right to appeal that denial to the Commission.
- e. The Commission may grant a waiver of the requirements of Section C.1. above for just cause after an applicant for electric or gas service has been denied a waiver by the Company.

3. Certificate of Compliance

- a. A dwelling's compliance with Section C.1. above shall be certified, in the form prescribed below, either by (i) the owner, (ii) a contractor of the owner's choice who has inspected the building, or (iii) a Company representative who has inspected the building at the owner's request.
- b. 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. Penalties for Non-compliance

- a. The Company shall impose a 25 percent surcharge on any bill for electric and gas service to any dwelling which has been converted to gas heat, or any dwelling which has been converted to electric space heat and which does not comply with the standards set forth in Section C.1.

..DID: 9082  
..TXT: PSC NO: 12 GAS LEAF: 92  
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**32. MINIMUM INSULATION STANDARDS FOR THE PROVISION OF GAS & ELECTRIC SERVICE**  
(Cont'd)

C. Minimum Standards for Existing Dwellings Converting to Gas or Electric Space Heat (Cont'd)

4. Penalties for Non-compliance (Cont'd)

b. The effective date of the surcharge rate shall be:

- i) Immediately after notice, in the event the owner is directly responsible for the non-compliance.
- ii) 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 90 days.

c. In the event the owner is not billed for the provision of electric or gas service, no surcharges will be applied to the bills of the non-owner occupants of the dwelling. Instead, 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 electric and gas bills for the dwelling 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.

Furthermore, if the owner is an occupant of the dwelling, but is not billed for any electric or gas service, the surcharge will be imposed on the bill for electric and gas service to the unit occupied by the owner.

..DID: 9083  
..TXT: PSC NO: 12 GAS LEAF: 93  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
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RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

**32. MINIMUM INSULATION STANDARDS FOR THE PROVISION OF GAS & ELECTRIC SERVICE**  
(Cont'd)

CERTIFICATE OF COMPLIANCE WITH INSULATION STANDARDS  
FOR ELECTRIC OR GAS SERVICE TO NEW RESIDENTIAL CONSTRUCTION

The undersigned certifies that the

\_\_\_\_\_ 1 or 2 family residence \_\_\_\_\_ multi-family  
residence

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

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

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

It is understood that electric and/or gas service will, depending on the applicable circumstances, not be connected, be subject to a 25 percent surcharge on the bills for electric and gas service until all violations are eliminated, or be disconnected, if, upon inspection the structure is found not to be in compliance with the conditions set forth above.

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

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

..DID: 9084  
..TXT: PSC NO: 12 GAS LEAF: 94  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
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RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

**32. MINIMUM INSULATION STANDARDS FOR THE PROVISION OF GAS & ELECTRIC SERVICE**  
(Cont'd)

CERTIFICATE OF COMPLIANCE WITH INSULATION STANDARDS  
FOR DWELLING CONVERTING TO GAS OR ELECTRIC SPACE HEAT

One of the following certificates shall be completed and signed:

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

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

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

Address

2. I have inspected the building at \_\_\_\_\_ (Location) \_\_\_\_\_ owned by \_\_\_\_\_ (Owner) \_\_\_\_\_ and certify that it meets the requirements of the Minimum Insulation Standards for Dwellings Converting to Gas or Electric 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 Central Hudson  
Representative

..DID: 9085  
..TXT: PSC NO: 12 GAS LEAF: 95  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
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RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

### 33. INCREMENTAL PRICING

In addition to the applicable tariff rates and charges including gas cost adjustment, the Company will bill a surcharge on industrial gas that is not exempt from incremental pricing under regulations of the Federal Energy Regulatory Commission (18 CFR 282) adopted pursuant to the Natural Gas Policy Act of 1978. Such surcharge will be up to the applicable alternate fuel price ceiling, excluding applicable revenue taxes, as published monthly by the Energy Information Administration. The surcharge shall be reduced by an amount equal to the product of the non-exempt sales and the unit rate of all supplier refunds included in the current gas cost adjustment related to gas purchased prior to December 31, 1979. Such surcharges shall be accounted for separately by the Company and shall be credited to all gas customers as a reduction in the commodity cost of gas as set forth in General Information, Section 27.

The level of exempt usage at a non-exempt facility shall be determined in accordance with the rules and regulations of the Federal Energy Regulatory Commission. The cost of submeters, if required, shall be borne by the end-user.

..DID: 9086  
..TXT: PSC NO: 12 GAS LEAF: 96  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
STAMPS:  
RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

#### 34. REFUND OF OVERPAYMENT

A customer overpayment is a payment by the customer in excess of the correct charge for gas service supplied to the customer which was caused by erroneous billing by the Company.

The Company shall provide interest on customer overpayments in accordance with 16 NYCRR 277.

The rate of interest on 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. 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 is refunded.

Refunds to customers after August 24, 1992, shall be made according to the provisions of this section. The Company will not be required to pay interest on customer overpayments that are refunded to customers within 30 days after such overpayment is received by the Company.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 02/01/13

LEAF: 97  
REVISION: 4  
SUPERSEDING REVISION: 3

**35. FORM OF SERVICE AGREEMENT APPLICABLE TO AGGREGATED AND INTERRUPTIBLE  
GAS TRANSPORTATION (SERVICE CLASSIFICATION No. 9)**

AGREEMENT made and entered into for interruptible gas transportation by and between Central Hudson Gas & Electric Corporation, (herein called the Company) and Customer Buying Group (herein called the Customer).

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree that the Company will transport gas up to the Customer's MDQ, for qualified customers, and the Customer will deliver to the Company natural gas for such transportation during the term hereof.

The Customer agrees that service supplied under this Agreement will be taken and paid for by the undersigned in accordance with the rules and regulations, and at the rates contained in the Company's tariffs and schedules as filed from time to time with the Public Service Commission of the State of New York. The name, account number, pre-determined monthly and daily contract quantities, name of Retail Supplier and authorization for each party to this agreement will also be included as an attachment to this service agreement.

If extension or reinforcement of distribution main facilities is required for transportation service, Customer agrees to prepay to the Company the total costs of such additional facilities. All customers opting for service under this service classification on and after September 1, 2004 are required to agree to have automated meter recording equipment furnished and installed by the Company at the Customer's expense. The Customer agrees to prepay to the Company the costs of the automated meter recording equipment. The Customer shall furnish an electrical supply and phone line necessary for the operation of the equipment, in an area which is acceptable to the Company.

Effective March 1, 2006, all customers taking service under this service classification prior to September 1, 2004 are required to have automated meter recording equipment furnished and installed by the Company at the Company's expense. In addition, the Customer shall furnish an electrical supply and phone line necessary for the operation of the equipment, in an area which is acceptable to the Company.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 02/01/13

LEAF: 98  
REVISION: 1  
SUPERSEDING REVISION: 0

**35. FORM OF SERVICE AGREEMENT APPLICABLE TO AGGREGATED AND INTERRUPTIBLE GAS TRANSPORTATION (SERVICE CLASSIFICATION No. 9) (Cont'd)**

DELIVERIES: Beginning on the date on which deliveries of gas are commenced hereunder and thereafter for the remaining term of this Agreement, the Company agrees to receive from the Customer for transportation and the Customer agrees to tender for transportation up to the following quantities of natural gas per month:

		(MCF)
Maximum Daily Quantity (MDQ)	January	_____
	February	_____
	March	_____
	April	_____
	May	_____
	June	_____
	July	_____
	August	_____
	September	_____
	October	_____
	November	_____
	December	_____

The Customer agrees to notify the Company, in writing, of the Customer's daily and monthly transport quantity for a given month on or before the date indicated on the Company's Calendar of Gas Transportation Scheduling as defined in General Information, Section 2. The Customer will also indicate the Retail Supplier which will be supplying the natural gas.

The Company agrees to redeliver to Customer and Customer agrees to accept delivery of above quantities less volumes allocated to compensate the Company for system line losses as defined in General Information, Section 27.

RATES: The Customer agrees to pay the Company the rates and charges provided by Service Classification No. 9, contained in the Company's effective gas tariffs or any effective superseding rate schedule.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 02/01/13

LEAF: 99  
REVISION: 2  
SUPERSEDING REVISION: 1

**35. FORM OF SERVICE AGREEMENT APPLICABLE TO AGGREGATED AND INTERRUPTIBLE  
GAS TRANSPORTATION (SERVICE CLASSIFICATION No. 9) (Cont'd)**

TERM OF AGREEMENT: For customers operating under the monthly rate option, service shall be requested each month for the next calendar month. Service shall be rendered until the Company's facilities are not adequate to provide the service. For customers operating under the seasonal rate option, the term of service shall commence either May 1 or November 1 and will continue until the end of the corresponding seasonal rate period and thereafter until cancelled by written notice by either the Company or the Customer thirty days prior to the beginning of the subsequent seasonal rate period. Customers must elect to take service under the seasonal rate option prior to the start of the seasonal period.

Seasonal Rate Citygate Delivery Location \_\_\_\_\_

Balancing Option (Daily/Monthly) \_\_\_\_\_

ACCEPTED: \_\_\_\_\_  
CUSTOMER

\_\_\_\_\_

ADDRESS

BY \_\_\_\_\_

DATED \_\_\_\_\_

ACCEPTED:

CENTRAL HUDSON GAS & ELECTRIC CORPORATION

BY \_\_\_\_\_

DATED \_\_\_\_\_

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 02/01/13

LEAF: 99.1  
REVISION: 1  
SUPERSEDING REVISION: 0

**35. FORM OF SERVICE AGREEMENT APPLICABLE TO AGGREGATED AND INTERRUPTIBLE  
GAS TRANSPORTATION (SERVICE CLASSIFICATION NO. 9) (Cont'd)**

ATTACHMENT A

Customer \_\_\_\_\_

Retail Supplier \_\_\_\_\_

Balancing Option (Daily/Monthly) \_\_\_\_\_

Balancing Option Term: November 1, \_\_\_\_\_ April 30, \_\_\_\_\_, inclusive

or

May 1, \_\_\_\_\_ October 31, \_\_\_\_\_, inclusive

ACCEPTED: \_\_\_\_\_  
CUSTOMER

\_\_\_\_\_  
ADDRESS

BY \_\_\_\_\_

DATED \_\_\_\_\_

ACCEPTED:

CENTRAL HUDSON GAS & ELECTRIC CORPORATION

BY \_\_\_\_\_

DATED \_\_\_\_\_

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 02/01/13

LEAF: 100  
REVISION: 4  
SUPERSEDING REVISION: 3

**36. RESERVED FOR FUTURE USE**

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 02/01/13

LEAF: 101  
REVISION: 1  
SUPERSEDING REVISION: 0

**36. RESERVED FOR FUTURE USE**

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 02/01/13

LEAF: 102  
REVISION: 2  
SUPERSEDING REVISION: 1

**36. RESERVED FOR FUTURE USE**

Received: 11/21/2013

Status: EFFECTIVE  
Effective Date: 01/01/2014

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 01/01/14

LEAF: 102.1  
REVISION: 2  
SUPERSEDING REVISION: 1

**36. RESERVED FOR FUTURE USE**

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 04/01/17  
Issued in Compliance with Order in C.14-M-0565 dated February 17, 2017

LEAF: 103  
REVISION: 3  
SUPERSEDING REVISION: 1

### **37. LEVELIZED PAYMENT BILLING**

#### A. Residential

Residential customers may be billed in accordance with the following budget plan upon request:

The customer's annual billing will be estimated at the applicable unit prices for estimated usage in the preceding 12 months. The customer will be "budget" billed each month for 12 months an amount equal to one-twelfth of such estimated annual billing.

During the budget year the customers actual usage will be billed regularly under the applicable service classification. If at the end of the 12 months the amount of the budget billing is less than that corresponding to the amount resulting from the regular billing under the applicable service classification of the customer's actual usage, then the customer shall pay the deficiency. If the amount of the budget billing is greater than such regular billing, the Company will apply the excess as credit against future bills.

In order to minimize the amount of over or under payment to be adjusted on the customer's twelfth (final) bill of the budget year, the Company will, at the end of six months, review the budget balance and, based upon known and/or projected rates, adjustments, and usage, reestimate the remaining bills. The Company will also review the budget balance if basic rates, adjustments, or usage changes occur at other times during the budget year. Either of these reviews can result in mandatory revisions to the stipulated monthly budget payment.

If the customer should fail to make the stipulated monthly budget payment on or before the past due date indicated on the bill, this budget may be cancelled and the customer billed in accordance with the applicable service classification. Bills paid after the past due date will be subject to a late payment charge.

The actual bill for customers will be computed in accordance with the applicable service classification. The late payment charge for residential customers will be calculated at the rate of one and one-half percent (1 ½%) per month on all amounts not paid by the past due date indicated on the bill.

In the event of cancellation of the budget plan or the discontinuance of service, any deficiency will then become due, or if there is an excess, that amount will be refunded by the Company.

The monthly budget installment amount for customers enrolled in Central Hudson's "Enhanced Powerful Opportunities" low-income program (EPOP), approved by the Commission in its Order in Case 05-G-0935 issued and effective March 22, 2007, will be reduced to provide a discounted bill according to the terms of the EPOP. Additionally, customers enrolled in EPOP will be eligible for an arrears forgiveness credit and an incentive award payment which will be administered in accordance with the terms of EPOP. The EPOP will continue to be offered to customers until the end of the 2016/2017 HEAP season, on or about April 15, 2017. Customers who have been accepted into EPOP as of this date will continue to receive the arrears forgiveness credit until they complete the program or are removed from the program. These customers will no longer be provided a discounted bill or an incentive award payment through the EPOP Program, effective with the 2017/2018 HEAP season, on or about November 15, 2017.

..DID: 9021  
..TXT: PSC NO: 12 GAS LEAF: 104  
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INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
STAMPS:  
RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

37. LEVELIZED PAYMENT BILLING (Cont'd)

B. Nonresidential

1. Eligibility

The Company will offer a levelized payment plan to all nonresidential customers except:

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

2. Removal from Levelized Payment Plan

- a. A customer may request that the Company remove the customer from the levelized payment plan and reinstate regular billing at any time, in which case the Company may immediately render a final levelized settlement bill, prior to the time of the next cycle bill that is rendered more than ten business days after the request.
- b. The Company may only remove a customer from it's levelized payment plan if the customer becomes ineligible under subdivision A of this section, provided that the Company has given the customer an opportunity to become current in payment, if delinquency is the cause of the customer's ineligibility, provided further that such opportunity need only be given once in any 12 month period.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 07/01/15  
Issued in Compliance with Order in C. 14-G-0319 dated June 17, 2015

LEAF: 105  
REVISION: 2  
SUPERSEDING REVISION: 1

### **38. SERVICE GUARANTEE**

The Company guarantees to keep service appointments made at the customer's request. If the Company does not keep an appointment within the timeframe agreed upon, a credit will be applied to the customer's next bill. The credit will be \$20.00.

Service guarantees do not apply to appointments made for the same day the customer requests service or if events beyond the Company's control, such as severe weather, prevent the Company from performing as planned.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 12/1/20

LEAF: 106  
REVISION: 2  
SUPERSEDING REVISION: 1

Not in Use.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 01/01/14

LEAF: 107  
REVISION: 1  
SUPERSEDING REVISION: 0

**39. FORM OF SERVICE AGREEMENT APPLICABLE TO UPSTREAM CAPACITY ASSIGNMENT**

AGREEMENT made and entered into for the assignment of upstream pipeline capacity between Central Hudson Gas & Electric Corporation, (herein called the Company) and \_\_\_\_\_ (herein called the assignee).

WITNESSETH: The parties hereto agree that the assignment of transportation capacity shall be offered at the sole discretion of the Company, when sufficient capacity is available within the requirements of specific upstream pipeline(s) policies and procedures and the valid requirements of governmental and regulatory authorities having jurisdiction over such transactions and, further, subject to the provision of the Company's Capacity Assignment Program.

The assignee agrees that service supplied under this agreement is granted based on the conditions set forth in the Company's Gas Tariff - Service Classification No. 10 and will be taken and paid for by the undersigned in accordance with these rules and regulations.

Assignee

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Dated \_\_\_\_\_

Accepted

Central Hudson Gas & Electric Corporation

By \_\_\_\_\_

Dated \_\_\_\_\_

PSC NO: 12 GAS  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
 INITIAL EFFECTIVE DATE: 08/15/2015  
 Issued in Compliance with Order in C. 14-G-0319 dated June 17, 2015

LEAF: 108  
 REVISION: 4  
 SUPERSEDING REVISION: 3

#### **40. FORM OF TRANSPORTATION SERVICE AGREEMENT (SERVICE CLASSIFICATION NO. 11)**

AGREEMENT made and entered into for firm gas transportation service by and between Central Hudson Gas & Electric Corporation, (herein called the Company) and \_\_\_\_\_ (herein called the Customer).

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree that Company will transport for Customer and Customer will furnish to Company natural gas (not less than 75,000 Mcf. annually) for such transportation during the term hereof.

The Customer agrees that service supplied under this Agreement will be taken and paid for by the undersigned in accordance with the rules and regulations, and at the rates contained in the Company's tariffs and schedules as filed from time to time with the Public Service Commission of the State of New York.

If extension or reinforcement of distribution main facilities is required for transportation service, Customer agrees to prepay to the Company the total costs of such additional facilities. All customers taking service under this service classification are required to have automated meter recording equipment furnished and installed by the Company at the Customer's expense. The Customer agrees to prepay to the Company the cost of the automated meter recording equipment. The Customer shall furnish an electrical supply and a phone line necessary for the operation of the equipment, in an area which is acceptable to the Company.

DELIVERIES: Beginning on the date on which deliveries of gas are commenced hereunder and thereafter for the remaining term of this Agreement, Company agrees to receive from Customer for transportation and Customer agrees to tender for transportation up to the following quantities of natural gas:

Maximum Daily Quantity (MDQ) \_\_\_\_\_ Mcf.

The Customer agrees to notify the Company, in writing, of Customer's daily and monthly transport quantity for each month and the delivering pipeline, on or before the date indicated on the Company's Calendar of Gas Transportation Scheduling as defined in General Information, Section 2.

#### SC 11 EG:

Customers taking service under SC11EG will be required to make an annual MDQ election pursuant to the provisions of the TERM section of this service classification. During an annual term customers will be allowed to exceed the MDQ four times, but not by more than ten percent on each occasion, without an increase to the customer's MDQ. If the MDQ is exceeded five times in an annual term the MDQ will be reset based on the average of the five exceedances and will remain in place for the remainder of the annual term, with the new MDQ subject to the same reset provisions. The Company shall not be obligated to receive during any single hour more than 1/24 of the MDQ. In the event that a customer would like to exceed its MDQ by more than ten percent on a given day, but in no event by more than thirty-three percent, the customer shall make such request to the Company not less than seventy-two hours prior to such day with such request subject to approval by the Company in its sole discretion. The Company may revoke any such approval provided at any time when the Company believes, in its sole judgment, that such revocation is required to protect the operational integrity of the gas system. All deliveries in excess of the MDQ will be subject to the rates of this Service Classification.

#### All other Customers:

During the period November 1 through March 31, the MDQ, as set forth on a customer's service agreement, will be reset each time a customer's usage exceeds the MDQ on five separate days. The average of the five highest demands will establish the new MDQ which will be effective on the first day of the next calendar month. If a customer's usage exceeds the MDQ in effect on November 1 on five or more separate days during the period November 1 through March 31, the average of the five highest demands will establish the new MDQ which will be effective April 1.

Issued by: Michael L. Mosher, Vice President, Poughkeepsie, New York

..DID: 9027  
..TXT: PSC NO: 12 GAS LEAF: 109  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
STAMPS:  
RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

**40. FORM OF TRANSPORTATION SERVICE AGREEMENT (SERVICE CLASSIFICATION NO. 11)**  
(Cont'd)

The Customer agrees to provide natural gas supplies to the Company to compensate for system line losses as defined in General Information, Section 27.

RATES: Customer agrees to pay Company the rates and charges provided by Service Classification No. 11, contained in the Company's effective gas tariffs or any effective superseding rate schedule.

TERM OF AGREEMENT: Transportation service shall commence \_\_\_\_\_  
and continue for a period of one year. All terms will be renewed annually unless three months prior written notification of termination or change has been provided by Company or Customer.

ACCEPTED:

\_\_\_\_\_  
CUSTOMER

\_\_\_\_\_  
ADDRESS

BY

\_\_\_\_\_

DATED

\_\_\_\_\_

ACCEPTED:

CENTRAL HUDSON GAS & ELECTRIC CORPORATION

BY \_\_\_\_\_

DATED \_\_\_\_\_

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 04/01/07  
Issued in compliance with Order in C.05-G-0935 dated July 24, 2006

LEAF: 109.1

REVISION: 0

SUPERSEDING REVISION:

**40. FORM OF TRANSPORTATION SERVICE AGREEMENT (SERVICE CLASSIFICATION NO. 11)**  
(Cont'd)

ATTACHMENT A

Customer \_\_\_\_\_

Retail Supplier \_\_\_\_\_

Balancing Option (Daily/Monthly) \_\_\_\_\_

Balancing Option Term: November 1, \_\_\_\_\_ April 30, \_\_\_\_\_, inclusive

or

May 1, \_\_\_\_\_ October 31, \_\_\_\_\_, inclusive

ACCEPTED: \_\_\_\_\_  
CUSTOMER

\_\_\_\_\_

ADDRESS

\_\_\_\_\_

DATED \_\_\_\_\_

RECEIVED:

CENTRAL HUDSON GAS & ELECTRIC CORPORATION

BY \_\_\_\_\_

DATED \_\_\_\_\_

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 12/1/20

LEAF: 110  
REVISION: 4  
SUPERSEDING REVISION: 3

#### **41. RETAIL ACCESS PROGRAM**

Central Hudson's Gas Retail Access Program complies with the Uniform Business Practices as defined by the New York State Public Service Commission's Order in Case 98-M-1343 issued and effective November 21, 2003, and as may be modified from time to time by the Commission. The Commission's Uniform Business Practices are incorporated in the Company's tariffs and referenced as Addendum - UBP of the Company's gas tariff. The following information defines Company policies related to the Retail Access Program that are not specifically addressed by the Uniform Business Practices.

##### **A. CUSTOMER ELIGIBILITY**

To be eligible for service under Central Hudson's Retail Access Program (Service Classification Nos. 6, 12 and 13) the customer must:

- (a) meet the eligibility criteria set forth in one of the above tariffs; and,
- (b) assist and allow the collection of data and information necessary to evaluate the program; and,
- (c) agree to subscribe to the services of only one Retail Supplier at a time per meter.

Customers whose annual consumption is greater than 35,000 Ccf may act as his own Retail Supplier (Direct Customer) to obtain natural gas supplies from third party suppliers and to have those supplies delivered to the appropriate interconnection points on Central Hudson's system subject to the applicable terms and conditions of Central Hudson's Retail Access Program.

##### **B. CUSTOMER ENROLLMENT**

Customer enrollments or switching suppliers will be effective on the first day of the month. The final day a Retail Supplier may enroll a customer in the Company's Retail Access Program is as indicated on the Company's Calendar of Gas Transportation Schedule. The Calendar is available on the Company's website at [www.CentralHudson.com](http://www.CentralHudson.com).

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 04/01/12

LEAF: 111  
REVISION: 9  
SUPERSEDING REVISION: 8

#### **41. RETAIL ACCESS PROGRAM** (Cont'd)

##### C. VERIFICATION OF ACCOUNTS

Ten (10) calendar days prior to the first day of the month, Central Hudson will provide the Retail Supplier a listing of the Retail Supplier's customers to be served during the month.

##### D. DELIVERABILITY DEMAND DETERMINANTS

Customers taking service under Service Classification Nos. 6, 12 or 13 will be assigned deliverability demand determinants representing the estimated allocation of Peaking Service, Storage Service, Storage Space and Pipeline Capacity which will be needed to meet the customers' estimated peak day delivery requirements. All demand determinants are customer specific and are estimated by Central Hudson. Retail Suppliers can request a specific customer's demand determinants from Central Hudson's Director of Retail Choice Programs. Demand determinants for customers being served by Retail Suppliers will be available by the date indicated on the Company's Calendar of Gas Transportation Scheduling, as defined in General Information Section 2.

The charges related to certain deliverability demand determinants will be calculated each month by Central Hudson for each Customer. Central Hudson will summarize each Retail Suppliers' deliverability demand determinant charges by customer account and will provide the appropriate customer summary to each Retail Supplier providing service to customers operating under Service Classification Nos. 6, 12 or 13. The summary of the customers' deliverability demand determinant charges will be available to the Retail Suppliers on the Company's web site by the date indicated on the Company's Calendar of Gas Transportation Scheduling, as defined in General Information Section 2.

###### (a) Peaking Service Surcharge

Each retail access customer is assigned a peaking service demand determinant equal to the percentage of the Company's system gas requirements for a design day that are served by peaking service. The peaking service rate will be equivalent to the per unit cost of peaking services under contract to Central Hudson.

###### (b) Storage Service

Each retail access customer will be assigned a storage service demand determinant no greater than the Company's system gas requirements for a design day that are served by pipeline storage service. If a customer's peak day requirements warrant an assignment in excess of the storage service amount as described above, the customer will be assigned an Incremental Daily Contract Quantity (IDCQ) determinant equal to the requirements in excess of the storage service limitation.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 04/01/12

LEAF: 112  
REVISION: 9  
SUPERSEDING REVISION: 8

#### **41. RETAIL ACCESS PROGRAM** (Cont'd)

##### **D. DELIVERABILITY DEMAND DETERMINANTS** (Cont'd)

(c) **Storage Space**

The storage space billing determinant represents the amount of space the Company has estimated would be needed to store the customer's excess deliveries if 1/365 of the customer's normalized annual consumption of gas were to be delivered every day of the year.

(d) **Capacity Release**

Each retail access customer is assigned a Capacity Release determinant equal to the Total Contract Quantity (TCQ) as calculated by Central Hudson for each customer. The TCQ includes the Daily Contract Quantity (DCQ), calculated as if 1/365 of the customer's normalized annual consumption of gas were to be delivered every day of the year, and any applicable IDCQ.

The percentage of the Company's system gas requirements for a design day that is served by peaking service and the storage service limitation will be included in the Statement of Firm Transportation Rates as described in General Information Section 27. If there is a change in the percentage of the Company's system requirement that is met through peaking service and the storage service limitation, the new percentage will be effective the following April 1.

##### **E. REQUIREMENTS OF RETAIL SUPPLIERS**

- (a) Retail Suppliers must have signed and delivered a Supplier Operating Agreement with the Company.
- (b) Retail Suppliers must have authority to act as the customer's agent and attorney-in-fact for the purpose of scheduling, balancing and settlement.
- (c) Retail Suppliers must plan to meet the full natural gas supply requirements of the customer. In the event there is a material change or an anticipated substantial increase in the natural gas supply requirement of a customer or customers, Retail Suppliers will notify the Company of such change prior to such change or increase and will cooperate with the Company, as reasonably required by the Company, to accommodate such change or increase.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 05/01/2019

LEAF: 113  
REVISION: 6  
SUPERSEDING REVISION: 5

#### **41. RETAIL ACCESS PROGRAM** (Cont'd)

##### **E. REQUIREMENTS OF RETAIL SUPPLIERS** (Cont'd)

- (d) Retail Suppliers must notify the Company of any material change in the information submitted to the Commission for the Retail Supplier's eligibility determination.
- (e) A Retail Supplier may begin serving customers when his aggregated customers' estimated usage has reached the minimum annual requirements for a customer buying group, 50,000 CCF.

##### **F. METERING**

- (a) Central Hudson will perform meter readings according to established reading cycles and current practices, and provide relevant meter reading information and interim estimated readings, to customers and Retail Suppliers;
- (b) If an eligible customer or Retail Supplier requests Central Hudson to provide a meter reading on a day other than normally scheduled (special meter reading), the Company will assess the requestor a fee as specified in General Information Section 13. The request must be made in advance of the read date in accordance with the UBP;
- (c) Customers that choose to take part in retail access programs may continue to use the same metering equipment that is in place at the time of their application for retail access. Such customers, however, may request the installation of a different Commission-approved meter, with the cost of such meter and installation to be borne by the customer and with Central Hudson retaining sole control of the meter and responsibility for the installation, maintenance and compliance with Commission regulations. Customers electing to have such meters installed will be billed, for retail access purposes, based on the data collected from those meters. The Company will own such meters.
- (d) A schedule of meter upgrade charges will be provided or referenced in the tariff. Additional metering information, consistent with Public Service Commission Opinion No. 97-13, is available from Central Hudson upon request.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 10/01/22  
Issued in Compliance with Order in C. 20-G-0429 dated November 18, 2021

LEAF: 114  
REVISION: 7  
SUPERSEDING REVISION: 6

#### **41. RETAIL ACCESS PROGRAM** (Cont'd)

##### **G. NATURAL GAS SUPPLY REQUIREMENT**

Prior to the beginning of the month Central Hudson will provide the Retail Supplier (1) the Daily Contract Quantity Forecast ( $DCQ_{forecast}$ ), expressed in Ccf, for each customer taking service from the Retail Supplier, (2) the Aggregated Daily Contract Quantity Forecast ( $ADCQ_{forecast}$ ) expressed in dekatherms, equal to the sum of the  $DCQ_{forecast}$  for all aggregation customers being served by the Retail Supplier multiplied by the factor of adjustment and converted from Ccf to Dth using the twelve month system average BTU conversion factor, (3) the Incremental Daily Contract Quantity (IDCQ) expressed in dekatherms, and (4) the Total Contract Quantity (TCQ) expressed in dekatherms, representing the amount of pipeline capacity required to serve the peak day requirements of the Retail Supplier's aggregated pool of customers. This information will be available by the date specified on Central Hudson's Calendar of Natural Gas Transportation Scheduling, as defined in General Information Section 2. The Retail Supplier will provide a natural gas nomination to Central Hudson by the date specified on Central Hudson's Calendar of Natural Gas Transportation Scheduling.

The Retail Supplier must deliver to Central Hudson on each day of the month, at predetermined interconnection points, the  $ADCQ_{forecast}$ . In the event of a period of peak weather conditions, or other system emergencies, Central Hudson may increase the volume of natural gas to be delivered, by the IDCQ, up to the TCQ. Alternatively, Central Hudson may decrease the volume of natural gas to be delivered via a percentage decrement applied to the forecasted daily nomination ( $ADCQ_{forecast}$  – Daily WBS). Retail Suppliers will be given twenty-four (24) hour notice of the need to increase or decrease deliveries.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 11/01/12  
Issued in compliance with Order in C.11-G-0697 dated March 19, 2012

LEAF: 115  
REVISION: 9  
SUPERSEDING REVISION: 8

#### **41. RETAIL ACCESS PROGRAM** (Cont'd)

##### G. NATURAL GAS SUPPLY REQUIREMENT

###### Capacity Assignment

Where upstream capacity is available for assignment, the Company will determine the specific upstream capacity to be released to the Retail Supplier and will release that capacity, in minimum increments of 1 dekatherm, at the Company's Weighted Average Cost of Capacity ("WACOC") in accordance with the Company's Gas Transportation Operating Procedures, and in accordance with the terms and conditions of the interstate pipeline's FERC gas tariff and the rules and regulations of the FERC. The Company will calculate a capacity release rate to be effective each April 1<sup>st</sup> for the 12 month period ending March 31<sup>st</sup> equal to the weighted average cost of capacity that the Company has contracted for under each pipeline's gas tariff filed with FERC and/or as negotiated with the pipeline, excluding capacity to deliver gas withdrawn from storage. However, the initial WACOC rate shall be calculated to become effective November 1, 2012. If in any month the actual WACOC should differ from the calculated WACOC by more than five percent (5%), the Company will recalculate the capacity release rate applied to Retail Supplier capacity releases for the remainder of the 12-month period ending March 31, effective with the first day of the following month. The WACOC will be made available on the Company's Statement of Firm Gas Transportation Rates. The Retail Supplier shall be directly billed by the pipeline(s) for such capacity and will be responsible for paying the pipeline(s) for such charges.

Once the capacity is released, Central Hudson is not responsible for any actions by the Retail Supplier. The capacity is resalable by the Retail Supplier subject to the provisions contained in the upstream pipeline rules and regulations, and is subject to recall by Central Hudson under the following conditions: (1) when required to preserve the integrity of the system, (2) the customer returns to Central Hudson as a core sales service customer, (3) the customer leaves the system or the meter is locked, or (4) the Retail Supplier serving the customer defaults on delivery obligations. A Retail Supplier will be considered to be in default when the predetermined delivery requirements have ceased for a forty-eight (48) hour period.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 01/01/14

LEAF: 116  
REVISION: 10  
SUPERSEDING REVISION: 9

**41. RETAIL ACCESS PROGRAM** (Cont'd)

G. **NATURAL GAS SUPPLY REQUIREMENT** (Cont'd)

If a Retail Supplier declines to take assignment of the capacity held by the Company, the Company shall provide firm sales service to the Retail Supplier's customers commencing on November 1 and the Retail Supplier shall be prohibited from serving such customers for a period of one year.

In addition to any and all remedies the Company may have in law and/or equity, if a Retail Supplier fails to maintain firm, non-recallable, primary delivery point capacity, the Retail Supplier will be liable to the Company for an amount equal to \$50 times the daily volume in dekatherms of the difference between the capacity released by the Company to the Retail Supplier and the actual firm, non-recallable, primary delivery point capacity maintained by the Retail Supplier under the Company's Retail Access Program.

PSC NO: 12 GAS  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
 INITIAL EFFECTIVE DATE: 07/01/15  
 Issued in Compliance with Order in C. 14-G-0319 dated June 17, 2015

LEAF: 117  
 REVISION: 6  
 SUPERSEDING REVISION: 5

#### **41. RETAIL ACCESS PROGRAM** (Cont'd)

##### G. NATURAL GAS SUPPLY REQUIREMENT (Cont'd)

Central Hudson shall in no way be liable for any errors in the calculation of the customer's delivery requirements, nor be responsible for any additional gas costs incurred by the Retail Supplier due to an error in the calculation of the delivery requirements.

##### Winter Bundled Sales (WBS) Service

Effective with the twelve months beginning April 1, 2012 and for each succeeding twelve month period, Retail Suppliers are required to take Winter Bundled Sales Service.

Retail Suppliers will be provided with storage space demand determinants for each customer in their pool. The aggregated total of the storage space for all customers in a Retail Supplier's pool, measured in dekatherms, will be called the Winter Bundled Sales Volume (WBSV). The Retail Supplier is required to purchase the WBSV from the Company during the period November - March (winter period) in accordance with the provisions set forth below.

During the winter period, the ADCQ for each Retail Supplier will be reduced by a monthly allocation of WBSV based on the schedule set forth below:

<u>Month</u>	Amount Delivered As a % of <u>WBSV</u>
November	10%
December	20
January	25
February	25
March	20

The WBS gas delivered by the Company to a Retail Supplier's customers shall be defined as WBSV divided by the factor of adjustment contained in General Information Section 27, and will be considered the first gas through the meter each day of the winter period.

The Retail Supplier shall purchase the WBSV at a price, to be published on the Company's website during the period November – March of each year and in the Statement of Firm Gas Transportation Rates on a one month lag during the period –December - April of each year, using the methodology described below:

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 07/01/15  
Issued in Compliance with Order in C. 14-G-0319 dated June 17, 2015

LEAF: 117.1  
REVISION: 6  
SUPERSEDING REVISION: 5

**41. RETAIL ACCESS PROGRAM** (Cont'd)

G. NATURAL GAS SUPPLY REQUIREMENT (Cont'd)

Winter Bundled Sales (WBS) Service

- (a) The commodity component of the WBS price, which will be revised each month, shall reflect the Company's actual weighted average cost of storage ("WACOS") for the preceding month.
- (b) The above commodity cost will be adjusted to include storage charges, firm transportation charges, including fuel, from Canadian and US Index points (50% "Dawn Ontario" and 50% "Dominion Transmission Inc. – Appalachia") to the Company's market area storage, and from the market area storage to the Company's city gates, and carrying charges on the cost of gas in storage.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 01/01/14

LEAF: 117.2  
REVISION: 1  
SUPERSEDING REVISION: 0

**41. RETAIL ACCESS PROGRAM** (Cont'd)

G. NATURAL GAS SUPPLY REQUIREMENT (Cont'd)

Weather Normalization Adjustment

A Weather Normalization Adjustment, as defined in General Information, Section 27, shall be effective for all Service Classification Nos. 6, 12 and 13 heating customers and shall be applied to total gas usage during the period October 1 through May 31 of each year.

The Weather Normalization Adjustment shall be included in the Statement of Firm Gas Transportation Rates during the period October – May of each year.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 10/01/22  
Issued in Compliance with Order C. 20-G-0429 dated November 18, 2021

LEAF: 118  
REVISION: 14  
SUPERSEDING REVISION: 13

#### **41. RETAIL ACCESS PROGRAM (Cont'd)**

##### **H. BALANCING AND SETTLEMENT**

The Retail Supplier must deliver to Central Hudson on each day of the month, at predetermined interconnection points, the  $ADCQ_{forecast}$ , plus any applicable IDCQ, and minus any applicable decremental volumes as provided in General Information, Section 41.G. Daily deliveries in excess of 102 percent of the  $ADCQ_{forecast}$ , plus any applicable IDCQ and minus any applicable decremental volumes, will be purchased by Central Hudson at a weighted average of the Midpoint rate of Tennessee Zone 4 300 Leg, Millennium East, Iroquois Zone 2, and Algonquin City gates as published in Platt's Gas Daily in the table "Daily Price Survey" under the Citygate heading, plus the Company's weighted average cost of transportation and fuel losses. The winter weighting (November – March) and the summer weighting (April-October) of the Midpoint rates can be found in the Company's Gas Transportation Operating Manual and may be updated on an annual basis. The Company's gas purchases for the twelve months ended March 31 of each year will be reviewed prior to the start of the winter season. If the annual evaluation indicates a variation of any individual pipeline's weighting of plus or minus 10%, the weights of all pipelines would be updated effective November 1.

In the event that the daily deliveries are less than 98 percent of the  $ADCQ_{forecast}$ , plus any applicable IDCQ, the Retail Supplier will purchase from Central Hudson the incremental gas required to increase the deliveries to 98 percent of the  $ADCQ_{forecast}$ , plus any applicable IDCQ and minus any applicable decremental volumes, at a weighted average of the Midpoint rate of Tennessee Zone 4 300 Leg, Millennium East, Iroquois Zone 2, and Algonquin City gates as published in Platt's Gas Daily in the table "Daily Price Survey" under the Citygate heading plus the Company's weighted average cost of transportation and fuel losses plus a charge of ten (\$10) dollars per dekatherm. The winter weighting (November – March) and the summer weighting (April-October) of the Midpoint rates can be found in the Company's Gas Transportation Operating Manual and may be updated on an annual basis. The Company's gas purchases for the twelve months ended March 31 of each year will be reviewed prior to the start of the winter season. If the annual evaluation indicates a variation of any individual pipeline's weighting of plus or minus 10%, the weights of all pipelines would be updated effective November 1. In the event that an excess delivery occurs during a period in which Central Hudson has issued an operational flow order the Retail Supplier will be assessed all penalties incurred by Central Hudson which resulted from the excess delivery. In the event that the under-delivery occurs during a period in which Central Hudson has issued an operational flow order, the Retail Supplier will purchase from Central Hudson the incremental gas required to increase the deliveries to 98 percent of the  $ADCQ_{forecast}$ , plus any applicable IDCQ and minus any applicable decremental volumes, at a weighted average of the Midpoint rate of Tennessee Zone 4 300 Leg, Millennium East, Iroquois Zone 2, and Algonquin City gates as posted in Platt's Gas Daily, for the applicable day, plus the Company's weighted average cost of transportation and fuel losses, plus a charge of twenty-five (\$25) dollars per dekatherm.

##### **Monthly Cash Out**

Within 15 days after the end of each month, the Company will estimate customer consumption using actual degree days as measured at the Dutchess County Airport and the same heat and non-heat factors that were used to provide the  $ADCQ_{forecast}$  to arrive at an estimate of the amount of gas consumed by the aggregated group of customers each month. This calculated value will be multiplied by the factor of adjustment and converted from Ccf to Dth using the 12 month system average BTU conversion factor and will be called the Aggregated Monthly Contract Quantity ( $AMCQ_{actual}$ ). The monthly cash out quantity for each Retail Supplier's pool will then be equal to the difference between the  $AMCQ_{forecast}$ , plus any applicable IDCQ, minus the  $AMCQ_{actual}$ . Any resulting difference will be cashed out at the following index prices:

PSC NO: 12 GAS LEAF: 118.1  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 10  
INITIAL EFFECTIVE DATE: 10/1/2022 SUPERSEDING REVISION: 9  
Issued in Compliance with Order C. 20-G-0429 dated November 18, 2021

#### **41. RETAIL ACCESS PROGRAM** (Cont'd)

##### H. BALANCING AND SETTLEMENT (Cont'd)

###### Monthly Cash Out (Cont'd)

The monthly cash out prices will be as follows:

For both over and under deliveries the Index Price used to determine the applicable rate shall be equal to the monthly average of a weighted average of the Midpoint rate of Tennessee Zone 4 300 Leg, Millennium East, Iroquois Zone 2, and Algonquin City gates as published in Platt's Gas Daily in the table "Daily Price Survey" under the Citygate heading, plus the Company's weighted average cost of transportation and fuel losses. The winter weighting (November – March) and the summer weighting (April-October) of the Midpoint rates can be found in the Company's Gas Transportation Operating Manual and may be updated on an annual basis. The Company's gas purchases for the twelve months ended March 31 of each year will be reviewed prior to the start of the winter season. If the annual evaluation indicates a variation of any individual pipeline's weighting of plus or minus 10%, the weights of all pipelines would be updated effective November 1.

###### Single Cash Out Process

Central Hudson will continue to reconcile the gas supplies delivered and the natural gas consumed by customers taking service under Service Classification Nos. 6, 12 and 13. However, a revised cash-out process for the Retail Access program will be implemented effective April 2017, to cash-out, in any given month, those accounts with valid meter readings during the month.

At the end of the period, the Company will determine the over- or under-delivery, or net imbalance, for each Retail Supplier based on the Retail Supplier's customers' actual billed usage for the period. The sum of each Retail Supplier's customers' consumption will be multiplied by the factor of adjustment, converted from Ccf to Dth and compared to the Retail Supplier's total pool deliveries, inclusive of confirmed nominations, any daily and monthly imbalances, if applicable, and any WBSV. The Company will release this imbalance determination, and supporting detail, twenty-one (21) days after the end of each period.

Any resulting difference will be cashed out at the index prices shown above.

###### Semi-Annual Reconciliation/Cash Out

Central Hudson will reconcile the gas supplies delivered and the natural gas consumed by customers taking service under Service Classification Nos. 6, 12 and 13 twice per year; once for the seven months ending October 31 (Summer) and once for the five months ending March 31 (Winter).

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 07/01/16  
Issued in Compliance with Order in C.14-G-0319 dated June 17, 2015

LEAF: 118.2  
REVISION: 2  
SUPERSEDING REVISION: 1

#### **41. RETAIL ACCESS PROGRAM** (Cont'd)

##### H. **BALANCING AND SETTLEMENT**

###### **Semi-Annual Reconciliation/Cash Out (Cont'd)**

At the end of the Summer and Winter periods, the Company will determine the over- or under-delivery, or net imbalance, for each Retail Supplier based on the Retail Supplier's customers' actual usage for the period. The sum of each Retail Supplier's customers' consumption will be multiplied by the factor of adjustment, converted from Ccf to Dth and compared to the Retail Supplier's total pool deliveries, inclusive of confirmed nominations, any daily and monthly imbalances, if applicable, and any WBSV. The Company will release this imbalance determination, and supporting detail, twenty-one (21) days after the end of each period.

A Retail Supplier may exchange a period-end imbalance with another Retail Supplier serving Service Classification Nos. 6, 12 and 13. Imbalance position and contact information for each Retail Supplier will be available after the end of the month on the Company's Gas Tracking System. Such exchanges of imbalances shall be accomplished upon notification to the Company of the exchange by the applicable Retail Supplier on or before the fifth business day after the release of imbalance determinations by the Company.

The net effect of all imbalance exchanges must improve a Retail Supplier's relative imbalance position. In no event will the Company process exchanges that result in a larger negative position for a Retail Supplier.

Central Hudson will purchase net over-deliveries in either the Summer or Winter seasonal cash out at the average of the individual months' cash out prices for over-deliveries in the applicable season. Central Hudson will charge for net under-deliveries in either the Summer or Winter seasonal cash out at the average of the individual months' cash out prices for under-deliveries in the applicable season.

Subsequent to a final Semi-Annual Reconciliation for the period November 2016 through March 2017, effective April 2017, the Semi-Annual Reconciliation will no longer be applicable.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 04/01/12

LEAF: 119  
REVISION: 5  
SUPERSEDING REVISION: 4

#### **41. RETAIL ACCESS PROGRAM** (Cont'd)

##### **I. BILLING OF RETAIL SUPPLIER**

Central Hudson will issue invoices to Retail Suppliers/Direct Customers once per month for imbalances, extraordinary customer data requests, special meter reading charges, adjustments to prior invoices, natural gas supplies provided by Central Hudson through the Winter Bundled Sales (WBS) Service, the costs associated with a Retail Supplier initiated suspension of a consolidated bill customer's delivery service, other retail tariff services provided at the request of the Retail Supplier/Direct Customers, deliverability demand determinant charges and other rates and charges approved by the Public Service Commission and set forth in Central Hudson's tariff, including, but not limited to, transportation or distribution rates, miscellaneous surcharges and taxes.

Central Hudson will provide (at no charge, twice, within twelve months) up to twenty-four consecutive months of historical usage and billing information per meter to a requestor who provides written authorization from the customer with an account number. Central Hudson will charge a fee of fifteen (\$15) dollars, payable in advance, to the requestor for each twelve (12) month block (or fraction thereof) of data beyond the most recent 24-month period; and, fifteen (\$15) dollars for each repeat request after the second for the same data in the most recent twelve months. If specifically requested and accompanied by written customer authorization, Central Hudson will reveal (at no charge, twice, within twelve months) whether or not the customer made late payments and/or involuntarily was disconnected during the past 24-months (i.e., credit information). Central Hudson will charge a fee of fifteen (\$15) dollars, payable in advance, to the requestor for credit information beyond the most recent 24-month period. Information not identified above will be supplied, if available, for fifteen (\$15) dollars per request.

Central Hudson will bill customers for service requested directly by them unless their Retail Supplier requests to be billed those charges.

Late payment charges will be applied at 1.5% per month. Late payment charges are applicable to all overdue billed amounts, including arrears and unpaid late payment charges and to under billings, as determined through the Dispute Resolution Section, herein. Interest on the latter is only payable when associated with a finding of deficiency on the part of the party holding the funds determined to be due the other party.

PSC NO: 12 GAS LEAF: 120  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 1  
INITIAL EFFECTIVE DATE: 02/19/04 SUPERSEDING REVISION: 0  
Issued in Compliance with Order in C. 98-M-1343 Dated December 19, 2003

**41. RETAIL ACCESS PROGRAM** (Cont'd)

I. BILLING OF RETAIL SUPPLIER (Cont'd)

Central Hudson and Retail Suppliers/Direct Customers may mutually develop customized billing and collection arrangements.

J. INCREASE IN RATES AND CHARGES

The rates and charges applicable to Retail Suppliers are increased pursuant to General Information, Section 28 to reflect the applicable tax rate.

K. RETAIL SUPPLIER CUSTOMER DEPOSITS AND PREPAYMENTS

Retail Suppliers are required to provide Central Hudson evidence of creditworthiness before the Retail Supplier may request customer deposits or prepayments from its customers. Satisfactory evidence is a sufficient bond rating from an independent rating agency for either the Retail Supplier or its parent, if the parent agrees to act as guarantor for the Retail Supplier.

Retail Suppliers may accept prepayments from its customers if the Retail Supplier provides Central Hudson with evidence that it has a minimum rating of "BBB" from S&P, "Baa 2" from Moody's or "BBB" from Fitch. Retail Suppliers are allowed to accept deposits from its customers if the Retail Supplier provides Central Hudson with evidence that it has a minimum rating of "BBB" from S&P, "Baa 2" from Moody's or "BBB" from Fitch or the Retail Supplier has a letter of credit or an escrow account with a financial institution with at least an "A" credit rating.

The required evidence of creditworthiness must be provided to Central Hudson on August 1, 2002 and on August 1 of each subsequent year.

Customer deposits will only be permitted in accordance with Public Service Law and HEFPA rules.

PSC NO: 12 GAS  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
 INITIAL EFFECTIVE DATE: 12/01/21  
 Issued in Compliance with Order in C. 20-G-0429 dated November 18, 2021

LEAF: 121  
 REVISION: 14  
 SUPERSEDING REVISION: 13

#### **41. RETAIL ACCESS PROGRAM** (Cont'd)

##### **L. CUSTOMER BILLING OPTIONS**

Customers who are participating in the Company's Retail Access program may choose to receive separate bills from Central Hudson and their Retail Supplier or may choose to receive a single-bill which contains the charges from both Central Hudson and their Retail Supplier. The Company's billing options will be in accordance with the consolidated billing and payment processing practices under the Utility Rate Ready format as specified in the Commission's Order in Case 99-M-0631, Appendix A, issued and effective May 18, 2001, and as may be modified from time to time by the Commission, and as described in the Company's Consolidated Bill - Billing Services Agreement. A copy of the Billing Services Agreement is available on the Company's website at [www.CentralHudson.com](http://www.CentralHudson.com).

Central Hudson will charge Retail Suppliers \$0.74 per bill to provide consolidated billing services. If there is one Retail Supplier for electric and or area light service and another Retail Supplier for gas service, the Company will charge each Retail Supplier one-half of the applicable charge for consolidated billing services. The same Retail Supplier must service both the electric and area light service.

Example of Consolidated Billing Charges:	Scenario #1	Scenario #2	Scenario #3
	Electric- Full Service Gas- Retail Supplier	Electric and/or Area Light-Retail Supplier Gas- Full Service	Electric and/ or Area Light- Retail Supplier Gas- Retail Supplier
Central Hudson Electric Full Service	\$ -		
Central Hudson Gas Full Service		\$ -	
Retail Supplier for Electric and/or Area Lights		\$ 0.98	\$ 0.49
Retail Supplier for Gas	\$ 0.74		\$ 0.37
<b>Total Charges</b>	<b>\$ 0.74</b>	<b>\$ 0.98</b>	<b>\$ 0.86</b>

Customers choosing to receive a consolidated bill will receive a \$0.74 billing services credit from Central Hudson.

PSC NO: 12 GAS LEAF: 122  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 2  
INITIAL EFFECTIVE DATE: 11/22/04 SUPERSEDING REVISION: 1  
Issued in Compliance with Order in C. 03-M-0117 Dated October 25, 2004

**41. RETAIL ACCESS PROGRAM** (Cont'd)

M. RETAIL SUPPLIER INITIATED SUSPENSION OF DELIVERY SERVICE

A Retail Supplier may initiate the suspension of delivery service to a consolidated bill customer.

To initiate the suspension of a Customer's delivery service a Retail Supplier must terminate commodity service to the Customer in compliance with HEFPA rules and send the appropriate request for suspension to Central Hudson and a notice of suspension to the Customer. Central Hudson will adhere to the same HEFPA rules followed for terminations of service initiated by Central Hudson.

A Retail Supplier has one year from the date of the termination of the Customer's commodity service to request the suspension of the Customer's delivery service. If the Customer is receiving commodity service from another Retail Supplier at the time of the delivery service suspension request, Central Hudson will notify the current Retail Supplier of the pending suspension and the date supply service is to be curtailed.

Central Hudson will charge the Retail Supplier \$21 for each completed suspension of a Customer's service. In the event a gas mechanic crew is required to perform the service suspension the charge will be \$100.00. The charge to the Retail Supplier will be reduced by 50 percent in the event the Customer's delivery service is shut off because the Customer is in arrears to both Central Hudson and the Retail Supplier.

Central Hudson does not intend to serve as the collection agent for the Retail Supplier but will collect from Customers the amount owed to avoid suspension, if possible, at the time of suspension. If payment is not made at the time of suspension, Central Hudson will advise the Customer to contact the Retail Supplier to make payment arrangements to end the suspension.

The Retail Supplier initiated delivery service suspension to a residential customer will end upon the occurrence of any of the following conditions:

- (a) receipt by the Retail Supplier of the full amount of the arrears for which service was terminated;
- (b) agreement between the Retail Supplier and the Customer on a deferred payment plan and the payment down payment, if required, under that plan;
- (c) upon the direction of the Commission or its designee;
- (d) upon the receipt by the Retail Supplier of a commitment of a direct payment or written guarantee in accordance with Social Service Law;

Issued by: Arthur R. Upright, Senior Vice President, Poughkeepsie, New York

PSC NO: 12 GAS LEAF: 123  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 2  
INITIAL EFFECTIVE DATE: 02/19/04 SUPERSEDING REVISION: 1  
Issued in Compliance with Order in C. 98-M-1343 Dated December 19, 2003

**41. RETAIL ACCESS PROGRAM** (Cont'd)

M. RETAIL SUPPLIER INITIATED SUSPENSION OF DELIVERY SERVICE (Cont'd)

- (e) where notice has been received that serious impairment to health or safety is likely to result if service is not reconnected;
- (f) upon the expiration of one year after such termination of commodity supply; or;
- (g) the Customer pays the Retail Supplier the lesser of the amounts the Customer would have paid Central Hudson for bundled service during the applicable time period or the amount due to the Retail Supplier for commodity service plus any amount due to Central Hudson for delivery service.

If a Retail Supplier has initiated the suspension of delivery service to a residential consolidated bill customer, Central Hudson will determine the amount the Customer must pay to end the Retail Supplier-initiated suspension of delivery service, as discussed in General Information Section 41.M(g) above, by calculating the ratio of the Company's Bundled Service Bill to the Total Retail Access Service Bill, and applying this ratio to the amount the Retail Supplier has requested to end the delivery service suspension request. If the ratio of Company to Retail Access billed amounts is greater than or equal to one (1), the Customer would be required to pay the entire amount the Retail Supplier had requested to end the delivery service suspension request. If the ratio of Company to Retail Access billed amounts is less than one (1), the ratio of the billed amounts would be applied to the amount requested by the Retail Supplier, reducing the amount the Customer must pay to end the delivery service suspension.

The billed amounts under the Company's Bundled Service and Retail Access Service used in this calculation will be based on the total amount charged during the period the Retail Supplier provided natural gas commodity service to the Customer under Utility Rate Ready Consolidated Billing, but is not to exceed twelve months. The Company's Bundled Service Bill includes the Company's charges for delivery service plus the applicable natural gas expense, and applicable taxes. The Retail Access Service Bill includes the Company's delivery service plus the Retail Supplier's charges for commodity service plus the applicable charges for Upstream Pipeline Billing Determinants, and applicable taxes.

The Retail Supplier initiated delivery service suspension to a non-residential customer will end upon the occurrence of any of the following conditions:

- (a) receipt by the Retail Supplier of the full amount of the arrears for which service was terminated; or,
- (b) agreement between the Retail Supplier and the Customer on a deferred payment plan and the payment down payment, if required, under that plan.

Issued by: Arthur R. Upright, Senior Vice President, Poughkeepsie, New York

PSC NO: 12 GAS LEAF: 124  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 4  
INITIAL EFFECTIVE DATE: 02/19/04 SUPERSEDING REVISION: 3  
Issued in Compliance with Order in C. 98-M-1343 Dated December 19, 2003

**41. RETAIL ACCESS PROGRAM** (Cont'd)

M. RETAIL SUPPLIER INITIATED SUSPENSION OF DELIVERY SERVICE (Cont'd)

At the request of the Retail Supplier, and for a fee of \$10 per calculation, Central Hudson will calculate the charges the Customer would have been assessed by Central Hudson for bundled service during an applicable time period.

The Customer will be assessed a reconnection charge by Central Hudson as defined in General Information Section 22.

PSC NO: 12 GAS LEAF: 124.1  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 11  
INITIAL EFFECTIVE DATE: 7/18/09 SUPERSEDING REVISION: 10  
Issued in Compliance with Order in C.08-G-0888 dated June 22, 2009

**41. RETAIL ACCESS PROGRAM** (Cont'd)

N. **PURCHASE OF ACCOUNTS RECEIVABLE**

If Central Hudson is providing a consolidated bill billing service to a Retail Supplier, Central Hudson will purchase the Retail Supplier's full customer receivable, excluding amounts due from customers to the Retail Supplier originating from service provided by the Retail Supplier prior to the commencement of a consolidated billing arrangement with the Company. The receivable will be based on the billed charges for gas supply service. The terms of the purchase of the receivables are discussed below and are as defined in the Company's Billing Service Agreement.

- (a) The receivable balances will be purchased "without recourse";
- (b) the receivable balance will be purchased by Central Hudson at a discount. The discount rate will be filed annually with the New York State Public Service Commission, on a Statement apart from this Schedule, on or before February 15 to become effective with the first billing batch of April. The annual discount rate will be the sum of (a) the average of the Company's most recent three calendar years net write-offs; (b) an allowance to reflect the carrying cost of funds which will be equal to 1/12<sup>th</sup> o the currently approved customer deposit rate in effect at the time of the update; and (c) 0.55 percent for other administrative costs,
- (c) payment for the purchased balances will be made semimonthly by Central Hudson, on the next billing day following the fifth and fifteenth billing batches;
- (d) payment will be made by electronic funds transfer to an account specified by the Retail Supplier, or by Central Hudson check drawn on the Company's account at a local bank, and;
- (e) other amounts due from the Retail Supplier may be deducted from Central Hudson's bimonthly payment, or billed directly to the Retail Supplier.

PSC NO: 12 GAS

LEAF: 124.2

COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION

REVISION: 7

INITIAL EFFECTIVE DATE: 04/01/14

SUPERSEDING REVISION: 6

Issued in Compliance with Order in Case 12-M-0476 Dated February 25, 2014

**41. RETAIL ACCESS PROGRAM** (Cont'd)

O. Not in use.

PSC NO: 12 GAS

LEAF: 125

COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION

REVISION: 5

INITIAL EFFECTIVE DATE: 04/01/14

SUPERSEDING REVISION: 4

Issued in Compliance with Order in Case 12-M-0476 Dated February 25, 2014

**41. RETAIL ACCESS PROGRAM** (Cont'd)

O. Not in use

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 12/01/20

LEAF: 125.1  
REVISION: 4  
SUPERSEDING REVISION: 3

**41. RETAIL ACCESS PROGRAM** (Cont'd)

P. Not in use.

PSC NO: 12 GAS LEAF: 126  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 20  
INITIAL EFFECTIVE DATE: 02/01/2023 SUPERSEDING REVISION: 19  
Issued in Compliance with Order in 14-M-0565, et al dated January 19, 2023

## **42. OTHER CHARGES AND ADJUSTMENTS**

### A. HEAP Bill Credit Program/Low Income Bill Discount Program

#### HEAP Bill Credit Program

Each residential customer who received a HEAP benefit for their Central Hudson bill starting with the 2012/2013 HEAP Plan Year will receive a credit each month applied to their Central Hudson account. A HEAP credit will continue for 12 consecutive months, or until the customer becomes eligible for the Low-Income Bill Discount Program. Pursuant to the Order in Case 12-M-0192 issued and effective June 26, 2013, bill credit levels for eligible single and dual service HEAP program participants shall apply as follows. The monthly credit for gas only heating customers shall be \$17.50 per month. The monthly credit for gas only non-heating customers shall be \$5.50 per month. For customers taking both electric and gas service from the Company, the monthly credits shall be \$23.00 and \$11.00 for heating and non-heating customers respectively.

#### Low Income Bill Discount Program

Eligibility and enrollment into this program will be applicable to low-income customers receiving HEAP assistance for either their Central Hudson electric and/or gas service or other fuel types. In addition, beginning September 1, 2021 eligibility and enrollment in this program will be applicable to customers who can provide documentation of proof of their enrollment in the federal Lifeline program and/or programs associated with the federal Lifeline program. The low-income bill discount monthly credits that will be provided to customers under this program will be filed with the Public Service Commission annually on the Statement of Low-Income Bill Discount Monthly Credits (LIC) by November 1 to become effective December 1.

#### Electric and Gas Bill Relief Program

1. Phase 1 Arrears Reduction Program:  
Pursuant to the June 16, 2022 Order in Case 20-M-0266 qualifying low-income customers with past due balances will receive a one-time bill credit to forgive eligible arrears balances. Customer eligible as of December 31, 2022 will receive the one-time bill credit.
2. Phase 2 Arrears Reduction Program:  
Pursuant to the January 19, 2023 Order in Case 20-M-0266 qualifying residential or small commercial customers, who did not receive relief under the Phase 1 program, with outstanding balances associated with bills for service through May 1, 2022, will receive a one-time bill credit to forgive eligible arrears balances.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 09/18/17

LEAF: 126.0.1  
REVISION: 0  
SUPERSEDING REVISION:

## **42. OTHER CHARGES AND ADJUSTMENTS** (Cont'd)

### Low Income Bill Discount Program (Cont'd)

Central Hudson will provide bill discounts by tiered income level beginning with the 2017/2018 HEAP season beginning on or about November 15, 2017.

Customers receiving HEAP assistance for other fuel types for the 2017/2018 HEAP season beginning on or about November 15, 2017 may self-identify into the program by providing Central Hudson with documentation that they are receiving HEAP assistance for another fuel type. Central Hudson will utilize automatic enrollment to the extent lists are provided by the State Office of Temporary and Disability Assistance (OTDA), which Central Hudson can use to identify and automatically enroll customers receiving HEAP assistance for other fuel types beginning with the 2017/2018 HEAP season on or about November 15, 2017.

All customers enrolled in the Low Income Bill Discount Program will receive the applicable discount for 12 consecutive months.

Beginning on or about November 15, 2017, Central Hudson will automatically enroll customers in Levelized Payment Billing (budget billing) as described in General Information Section No. 37. Customers will be able to opt-out of budget billing by contacting the Company.

### Reconnection Fees

For customers participating in the Enhanced Powerful Opportunity Program or the HEAP Bill Credit Program, service reconnection fees will be waived, with a limit of one time per customer. Waivers will be granted in compliance with the funding terms established in the June 26, 2013 Order in Case 12-M-0192. Central Hudson may grant waivers to individual customers more than once during this period, on a case-by-case basis and for good cause shown.

Effective with the 2017/2018 HEAP season, on or about November 15, 2017, service reconnection fees for customers enrolled in the Low Income Bill Discount Program will be waived, subject to a limit of one time per customer in a twelve month period. Central Hudson may grant waivers to individual customers more than once in a twelve month period, on a case-by-case basis for good cause shown.

PSC NO: 12 GAS LEAF: 126.1  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 23  
 INITIAL EFFECTIVE DATE: 12/01/21 SUPERSEDING REVISION: 21  
 Issued in Compliance with Order in C. 20-G-0429 dated November 18, 2021

## **42. OTHER CHARGES AND ADJUSTMENTS** (Cont'd)

### **B. Merchant Function Charge (MFC)**

The Merchant Function Charge (MFC) is a charge designed to reflect the costs the Company incurs associated with the procurement and provision of natural gas supplies. The MFC includes cost-based components of commodity-related procurement, commodity-related credit and collections, commodity-related call center costs, commodity-related advertising and promotions, and related Administrative and General (A&G) expenses and rate base items allocated to each of the aforementioned components.

#### **MFC Groups**

MFC 1 - Service Classification Nos. 1, 12 and 16  
 MFC 2 - Service Classification Nos. 2, 6 13 and 15

#### **MFC Tiers**

Each MFC group will be sub-divided into a MFC Administration Charge and a MFC Supply Charge as follows:

The MFC Administration Charge will include a commodity-related credit and collections component and 50% of commodity-related call center costs, plus A&G and rate base items associated with each component.

The MFC Supply Charge will include commodity-related procurement, 50% of the commodity-related call center costs, commodity-related advertising and promotions, and related A&G expenses and rate base items allocated to each component.

These charges so determined shall be allocated pursuant to the provisions approved by the Public Service Commission in its Order in Case 09-G-0589 issued and effective June 18, 2010 and as continued in its Order in Case 14-G-0319 issued and effective June 17, 2015, Order in Case 17-G-0460 issued and effective June 14, 2018 and Order in Case 20-G-0429 issued and effective November 18, 2021

#### **MFC Applicability**

Customers purchasing their natural gas supplies from Central Hudson will be billed by the Company for the MFC Administration Charge and the MFC Supply Charge.

Customers purchasing their natural gas supplies from a Retail Supplier that is participating in the Company's Purchase of Accounts Receivables Program (POR), as described in General Information Section 41, will be billed by Central Hudson for the MFC Administration Charge only.

Customers purchasing their natural gas supplies from a Retail Supplier that is not participating in the Company's POR Program will not be billed by Central Hudson for the MFC Administration Charge or the MFC Supply Charge.

#### **Base MFCs**

The base MFC Administration Charges are as follows (\$/Ccf):

	Applicable to <u>S.C. No.</u>	Effective <u>December 1, 2021</u>	Effective <u>July 1, 2022</u>	Effective <u>July 1, 2023</u>
MFC-1	1, 12 & 16	\$0.00555	\$0.00545	\$0.00533
MFC-2	2, 6, 13 & 15	\$0.00553	\$0.00529	\$0.00513

PSC NO: 12 GAS LEAF: 126.2  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 11  
 INITIAL EFFECTIVE DATE: 12/01/21 SUPERSEDING REVISION: 9  
 Issued in Compliance with Order in C. 20-G-0429 dated November 18, 2021

#### **42. OTHER CHARGES AND ADJUSTMENTS** (Cont'd)

##### B. Merchant Function Charge (MFC) (Cont'd)

##### **Base MFCs (Cont'd)**

The base MFC Supply Charges are as follows (\$/Ccf):

	Applicable to S.C. No.	Effective December 1, 2021	Effective July 1, 2022	Effective July 1, 2023
MFC-1	1, 12 & 16	\$0.01257	\$0.01234	\$0.01208
MFC-2	2, 6, 13 & 15	\$0.01253	\$0.01198	\$0.01163

These base MFCs will remain in effect until changed by order of the Public Service Commission.

##### **MFC Revenue Reconciliation**

On a monthly basis, monthly actual billed MFC revenue, by MFC group, will be compared to the monthly MFC revenue targets for each rate year as set forth in Case 20-G-0429, with any monthly over or under billed MFC revenue deferred for refund to or recovery from full service customers. MFC revenue targets for the months of July through November 2021 will be adjusted by the amounts so determined to be refunded or recovered through the Make Whole provision as described in General Information Section 42.

On a monthly basis, interest at the Commission's rate for other customer provided capital will be calculated on the average of the current and prior month's cumulative MFC revenue excess/shortfall (net of state and federal income tax benefits).

For each twelve month period ended June 30, any over or under recovery including actual and estimated interest will be divided by estimated sales by MFC group over the refund or recovery period to develop a reconciliation factor to be effective for the twelve months beginning September 1. This factor will be designated as the Transition Adjustment and will be applicable to full service customers. Any over or under recoveries of any such gas MFC reconciliations will be addressed in a subsequent reconciliation period.

##### **MFC Statement**

Not less than fifteen days prior to a proposed change in the MFC Revenue Reconciliation Transition Adjustment, the Company will file a statement with the Public Service Commission. The statement will show all of the applicable MFC rates by component by MFC group. Such statement shall be made available to the public on the Company's website at [www.CentralHudson.com](http://www.CentralHudson.com)

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 07/01/18  
Issued in Compliance with Order in C. 17-G-0460 dated June 14, 2018

LEAF: 127  
REVISION: 9  
SUPERSEDING REVISION: 8

#### **42. OTHER CHARGES AND ADJUSTMENTS (Cont'd)**

The following charges and adjustments shall be applied prior to the application of the tax rates applicable within the municipality where the customer takes service, pursuant to General Information Section 42.

C. System Benefits Charge (SBC)

The System Benefits Charge (SBC) is designed to recover the costs associated with clean energy activities conducted by the New York State Energy Research and Development Authority (NYSERDA) and will be applied to the total measured quantities (Ccf) for all customers taking service under Service Classification Nos. 1, 2, 6, 11, 12, 13, 15, and 16 under this Schedule. The SBC Surcharge factor will be determined annually and stated in whole \$0.00001 amounts per cubic foot, and will be the same for all applicable Service Classifications.

The Clean Energy Fund (CEF) surcharge component of the SBC collects funds associated with NYSESRDA-run Energy Efficiency Portfolio Standard (EEPS) activities as previously approved in prior Commission proceedings. In addition to annual authorizations, a reconciliation of SBC recoveries (eleven months actual, one month forecast), with the target amount as well as any over or under collections associated with Company run programs for the period prior to 2016, will be submitted by the Company to the Public Service Commission on or before December 15 of each year. However, the first such reconciliation will be performed for calendar year 2009 and will include a reconciliation for the three months ending December 2008. Any over or under recoveries will be included in the development of the following year's SBC rate.

Not less than fifteen days prior to a proposed change in the SBC, a statement showing the SBC and the effective date will be filed with the Public Service Commission apart from this Schedule.

For billing purposes, the SBC line item on customer bills will include the CEF surcharge as described above.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 12/1/20

LEAF: 128  
REVISION: 8  
SUPERSEDING REVISION: 7

**42. OTHER CHARGES AND ADJUSTMENTS (Cont'd)**

D. Transportation Demand Adjustment

In addition to the Monthly Rate, customers taking service under Service Classification No. 6, 12 & 13 will be charged a rate per Ccf equal to the sum of the pipeline credits, the Capacity Release Credit, the Interruptible Sales Credit, the incremental capacity cost and the Gas Research and Development Surcharge as defined in General Information Section 27.

PSC NO: 12 GAS LEAF: 128.1  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 5  
INITIAL EFFECTIVE DATE: 12/01/21 SUPERSEDING REVISION: 4  
Issued in Compliance with Order in C. 20-G-0429 dated November 18, 2021

#### **42. OTHER CHARGES AND ADJUSTMENTS (Cont'd)**

D. Interruptible Refund/Surcharge

Interruptible Profit will be defined as the net of fuel and revenue tax revenue received from customers operating under Service Classification Nos. 8, 9, and 14, excluding monthly customer charges billed under Service Classification No. 9.

An Interruptible Profit base rate revenue imputation of \$3.2 million will be effective for each twelve-month period ending June 30<sup>th</sup>. Any variance between the actual total Interruptible Profit and the base rate revenue imputation for each twelve-month period ending June 30<sup>th</sup> will be shared 90%/10% between eligible customers and the Company, respectively.

Ninety percent of the actual annual excess or shortfall of Interruptible Profit, as compared to the imputation level, will be refunded or surcharged to customers taking service under Service Classification Nos. 1, 2, 6, 11, 12, and 13. Any such refund or surcharge amounts will be allocated to each service class in proportion to its contribution to overall annual gas delivery revenue for each twelve-month period ending June 30<sup>th</sup>. The Company will determine the Interruptible Profit on a monthly basis as compared to 1/12 of the imputation level and refund or surcharge accordingly.

Refund or surcharge factors will be developed for Service Classification Nos. 1, 2, 6, 12, and 13, combined, and for Service Classification No. 11, by dividing any such allocated refund or surcharge amount by the forecasted deliveries of each service class group to create a uniform factor per Ccf by group. The refund or surcharge factor developed for the Service Classification Nos. 1, 2, 6, 12, and 13 group will continue to be addressed through the Gas Cost Adjustment Mechanism as detailed in General Information Section No. 27. The refund or surcharge factor developed for Service Classification No. 11 will be addressed through the Miscellaneous Charge described in General Information Section 42.G. A reconciliation of the actual annual excess or shortfall of Interruptible Profit, as compared to actual amounts refunded or surcharged for each twelve-month period ending June 30<sup>th</sup> will be performed, with any variations addressed through the Gas Cost Adjustment Mechanism as detailed in General Information Section No. 27 or through the Miscellaneous Charge described in General Information Section 42.G, as applicable.

PSC NO: 12 GAS LEAF: 129  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 12  
INITIAL EFFECTIVE DATE: 07/20/22 SUPERSEDING REVISION: 11

## **42. OTHER CHARGES AND ADJUSTMENTS (Cont'd)**

### **E. Revenue Decoupling Mechanism (RDM) Adjustment**

Pursuant to the Commission's Order in Case 08-G-0888 issued and effective June 22, 2009, as amended and superseded by the Order in Case 20-G-0429 issued and effective November 18, 2021, actual gas deliveries for certain customer classes are subject to reconciliation through an RDM Adjustment. The RDM Adjustment is applicable to Service Classification Nos. 1, 2, 6, 12 and 13. Effective July 1, 2021 the RDM Adjustment will be expanded to include Service Classification No. 11 (Transmission, Distribution and Distribution Large Mains). The RDM is not applicable to Service Classification Nos. 8, 9, 11 (electric generators), 14, 15 and 16.

#### **1. Definitions**

- a. **Delivery Revenue Targets** by month for each service classification will be based on delivery revenue targets for the Rate Years ending June 30, 2022, June 30, 2023, and June 30, 2024 as set forth in Case 20-G-0429 except that delivery revenue targets for the months of July through November 2021 will be adjusted by the amounts so determined to be refunded or recovered through the Make Whole provision as described in General Information Section 42. Delivery revenue target for Service Classification Nos. 1 and 12 will be combined and Service Classification Nos. 2, 6, 11 and 13 combined. Rate Year ending June 30, 2024 delivery revenue targets so determined in the aforementioned Case, shall remain in effect until otherwise changed by the Commission. Delivery revenue targets will be adjusted monthly to account for certain changes in demand associated with SC 11 customers as described below.
- b. **Actual Delivery Revenue** is defined as the sum of monthly total billed revenue derived from customer charges, base rate volumetric charges, Maximum Daily Quantity (MDQ) charges and Gas Bill Credit adjusted by the Weather Normalization Adjustment described in General Information Section 27. The Actual Delivery Revenue in the first month of each rate year will be adjusted upward to reverse the effect of proration between old and new rates in actual revenue. For purposes of reversing the effect of proration between old and new rates, the first month of the rate year for the Rate Year ending June 30, 2022 shall be December 2021. Actual delivery revenue will be adjusted monthly to account for certain changes in demand associated with SC 11 customers as described below.
- c. **Semi-Annual RDM Periods** are defined as the six months ending December 31, 2015 and June 30, 2016 and each succeeding six-month period thereafter.
- d. **RDM Adjustment Period** is defined as the six months beginning February 1 or the six months beginning August 1 immediately following each Semi-Annual RDM Period.

#### **2. Determination of RDM Adjustment**

Except as described further below for Service Classification No. 11, for each service classification group, the Company will compare, on a monthly basis, the difference between Actual Delivery Revenue and corresponding Delivery Revenue Target. If the monthly Actual Delivery Revenue exceeds the Delivery Revenue Target, the delivery revenue excess will be accrued for refund to customers at the end of the Semi-Annual RDM Period. Likewise, if the monthly Actual Delivery Revenue is less than the Delivery Revenue Target, the delivery revenue shortfall will be accrued for recovery from customers at the end of the Semi-Annual RDM Period. For purposes of determining semi-annual RDM Adjustment factors, effective February 1, 2022 revenue excess/ shortfalls for S.C. Nos. 2, 6, 11 and 13 will be combined to determine a single RDM Adjustment factor applicable to all classes assessed on a per-Ccf basis and effective August 1, 2022 revenue excess/shortfalls for S.C. Nos. 2, 6, 11 and 13 may be combined for purposes of determining the RDM Adjustment factors with the S.C. 11 factors limited to 2.5% of the adjusted S.C. 11 target for the preceding 6 months.

PSC NO: 12 GAS LEAF: 129.1  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 8  
INITIAL EFFECTIVE DATE: 12/01/21 SUPERSEDING REVISION: 5  
Issued in Compliance with Order in C.20-G-0429 dated November 18, 2021

## **42. OTHER CHARGES AND ADJUSTMENTS (Cont'd)**

### **E. Revenue Decoupling Mechanism (RDM) Adjustment (Cont'd)**

On a monthly basis, interest at the Commission's rate for other customer provided capital will be calculated on the average of the current and prior month's cumulative delivery revenue excess/shortfall (net of state and federal income tax benefits).

At the end of an Semi-Annual RDM Period total delivery revenue excess/shortfalls, and associated interest, for each service classification group will be refunded/surcharged to customers through service classification group-specific RDM Adjustments applicable during a corresponding RDM Adjustment Period. The RDM Adjustment for each applicable service classification group shall be determined by dividing the amount to be refunded/surcharged to customers in that service classification group by estimated Ccf to customers in that service classification group over the RDM Adjustment Period. RDM Adjustments shall be rounded to the nearest \$0.00001 per Ccf and applied to all billed Ccf deliveries.

Following each RDM Adjustment Period, any difference between amounts required to be refunded or surcharged to customers in each service classification group and amounts actually refunded or surcharged will be refunded or surcharged to customers in that service classification group, with interest, over a subsequent RDM Adjustment period, or as determined by the Commission if no RDM is in effect.

If for any reason, a service classification included in the RDM no longer has customers, the Company will consult with Commission Staff.

### **3. Determination of Service Classification No 11 RDM Adjustment**

The reconciliation of Service Classification No. 11 delivery revenue targets and actual delivery revenue will be determined as follows:

- a. The RDM will exclude from reconciliations revenue losses/gains associated with the loss/gain of any SC 11 customers;
- b. The RDM will exclude from reconciliations revenue losses/gains associated with the significant decline/increase in gas demand of any SC 11 customers. For purposes hereof, "significant decline/increase" is defined as a reduction/increase of 40% or more in a customer's MDQ as compared to the forecast presented in Appendix K of the Joint Proposal in Case 20-G-0429. A customer will be excluded from RDM reconciliation if the MDQ varied by 40% or more over the course of the 6-month RDM reconciliation period;
- c. A 5% deadband will be established around adjusted monthly SC 11 RDM targets within which no monthly reconciliations will be made;
- d. Monthly SC 11 RDM revenue excess/shortfalls outside the 5% deadband shall be limited to 2.5% of the adjusted SC 11 target. Monthly amounts in excess of the 2.5% cap are eligible to be carried over to a subsequent month during the term of the rate plan to the extent the carry over does not exceed the 2.5% cap in that month.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 09/01/22

LEAF: 129.2  
REVISION: 9  
SUPERSEDING REVISION: 8

## **42. OTHER CHARGES AND ADJUSTMENTS (Cont'd)**

### **E. Revenue Decoupling Mechanism (RDM) Adjustment (Cont'd)**

#### **4. Statement of RDM Adjustments**

Not less than ten (10) days prior to a proposed change in the RDM Adjustments, a Statement showing each factor by service classification group and the effective date will be filed with the Public Service Commission.

For billing purposes, the RDM Adjustment for Service Classification No. 11 will be included in the Miscellaneous Charge, a separate line item on customer bills.

### **F. Gas Bill Credit**

The Gas Bill Credit (GBC) is designed to return to customers the gas regulatory liability remaining after the offset of the various gas deferred balances as of June 30, 2021 pursuant to the Order in Case 20-G-0429, issued and effective November 18, 2021. A refund of \$0.8 million will be returned to customers over the twelve months ending June 30, 2022, a refund of \$3.2 million will be returned to customers over the twelve months ending June 30, 2023 and a refund of \$5.6 million will be returned to customers over the twelve months ending June 30, 2024. The GBC will be developed on a service classification or sub-classification basis from the forecasted billing units for the twelve months ended June 30, 2022, June 30, 2023 and June 30, 2024. The bill credit will be allocated to each service class in proportion to class responsibility for the overall delivery rate increase.

The GBC so determined shall be applied as a per Ccf credit, as applicable, to the energy deliveries on the bills of all customers taking service under Service Classification Nos. 1, 2, 6, 11, 12, 13, 15 and 16. Customers taking service under Service Classification Nos. 15 and 16 will receive the credit applicable to their Parent Service Classification.

The GBC will be stated in whole \$0.00001 per Ccf. Not less than fifteen days prior to a proposed change in the GBC, a statement showing the GBC and the effective date will be filed with the Public Service Commission apart from this Schedule.

### **G. Gas Miscellaneous Charge (MISC)**

Pursuant to Order in Case 17-G-0460 dated June 14, 2018, a new Gas Miscellaneous Charge mechanism and bill line item will be implemented to address the recovery and refund of new initiatives including interruptible refunds or surcharges applicable to Service Classification No. 11 customers addressed in General Information Section 42.D, amounts addressed through the Gas Rate Adjustment Mechanism as described in General Information Section 42.I, gas Earnings Adjustment Mechanism incentives as described in General Information Section 42.H and Non-Pipe Alternative as described in General Information Section 42.J.

The MISC will be stated in whole \$0.00001 per Ccf. Not less than fifteen days prior to a proposed change in the EAM, RAM, or NPA and not less than three days prior to a proposed change in the SC 11 allocation of Interruptible Imputation, a statement showing the MISC and the effective date will be filed with the Public Service Commission apart from this Schedule.

PSC NO: 12 GAS LEAF: 129.3  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 2  
INITIAL EFFECTIVE DATE: 12/01/21 SUPERSEDING REVISION: 1  
Issued in Compliance with Order in C. 20-G-0429 dated November 18, 2021

## **42. OTHER CHARGES AND ADJUSTMENTS (Cont'd)**

### **H. Earnings Adjustment Mechanism ("EAM")**

Pursuant to Order in Case 17-G-0460 dated June 14, 2018 and as modified in its Order in Case 20-G-0429 issued and effective November 18, 2021, the Company will implement an EAM factor designed to recover incentives associated with Gas EAM's. Recovery will be over annual 12-month periods commencing with the first billing batch of September 2022, except that factors designed to recover 2020 incentives pursuant to Case 17-E-0459 are effective with the first billing batch of July 2021 through the last billing batch of June 2022. Recovery will be on a Ccf basis with rates determined for each service classification based on the aggregate results of the following allocation methodologies divided by the forecast of Ccf over the respective recovery period, and applied to all deliveries on the bills of all customers served under SCs 1, 2, 6, 11, 12, 13, 15 and 16:

- (a) Energy Efficiency and Combined Energy Efficiency LMI (Gas) EAMs allocated on the basis of forecasted Ccf over the recovery period; and,
- (b) Peak Reduction EAM allocated using the winter peak demand allocator.

Recoveries (11 months actual, one month forecast) will be reconciled to allocable costs for each 12-month recovery period ending August, with any over or under recoveries included in the development of succeeding EAM Factors. Reconciliation amounts related to the one month forecast will be included in the next subsequent rates determination.

The EAM factor will be stated in whole \$0.00001 per Ccf. For billing purposes, the MISC line item on customer bills will include the EAM factor as described above. Not less than fifteen days prior to a proposed change in the EAM factor, a statement showing the EAM factor and the effective date will be filed with the Public Service Commission apart from this Schedule.

### **I. Rate Adjustment Mechanism ("RAM")**

Pursuant to Order in Case 17-G-0460 dated June 14, 2018 and as modified in its Order in Case 20-G-0429 issued and effective November 18, 2021, the RAM factor is designed to refund or recover the identified balances and carrying charges of the Commission approved Rate Adjustment Mechanism. Such identified amounts will be recovered from all customers taking service under Service Classification Nos. 1, 2, 6, 11, 12, 13, 15 and 16.

Cost recovery will be determined:

1. on an annual basis to be effective with the first billing batch of July each year, commencing July 2019;
2. separately for Service Classification Nos. 1, 12 and 16; 2, 6, 13 and 15; 11 – DLM; 11 – Transmission; and 11 – Distribution;
3. balances to be recovered or returned will be identified in the Company's RAM Compliance filing submitted on March 31, such that a factor to be in effect from July to the subsequent June, based on billing batch;
4. on a Ccf basis for all service classifications and sub-classifications;
5. for each service classification or sub-classification based on a delivery service revenue allocation, excluding any applicable surcharges;

PSC NO: 12 GAS  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
 INITIAL EFFECTIVE DATE: 12/01/21  
 Issued in Compliance with Order in C. 20-G-0429 dated November 18, 2021

LEAF: 129.3.1  
 REVISION: 0  
 SUPERSEDING REVISION:

## **42. OTHER CHARGES AND ADJUSTMENTS (Cont'd)**

### **I. Rate Adjustment Mechanism ("RAM") (Cont'd)**

6. with the rate per Ccf determined by dividing allocable costs by estimated billed Ccf deliveries over the collection period; and, by reconciling recoveries (eleven months actual, one month forecast) with allocable costs for each twelve month recovery period ending June, with any over or under recoveries included in the development of succeeding rates. Reconciliation amounts related to the one month forecast will be included in a subsequent rates determination.

The RAM factor will be stated in whole \$0.00001 per Ccf. For billing purposes, the MISC line item on customer bills will include the RAM factor as described above. Not less than fifteen days prior to a proposed change in the RAM factor, a statement showing the RAM factor and the effective date will be filed with the Public Service Commission apart from this Schedule.

### **J. Make Whole**

Pursuant to the Commission's Order in Case 20-G-0429 issued and effective November 18, 2021, the Make Whole factor is designed to refund or recover the difference in revenue and associated carrying charges resulting from the extension of the suspension period in Case 20-G-0429. Such identified amounts as described below will be refunded to or recovered from all customers taking service under Service Classification Nos. 1, 2, 6, 11, 12 and 13.

Cost recovery will be determined:

1. by taking the difference between:
  - a. sales revenues billed over the period July 1, 2021 through October 31, 2021 and an estimate of sales revenues billed for the month of November 2021.
  - b. sales revenues the Company would have billed at new rates over the period July 1, 2021 through November 30, 2021.
2. over a 7-month period effective December 1, 2021 through June 30, 2022;
3. for each service classification or sub-classifications;
4. on a Ccf basis for customers taking service under Service Classification Nos. 1, 2, 6, 11 (Distribution, Transmission and DLM), 12 and 13 and on a MDQ basis for Service Classification No. 11- Electric Generator (EG);
5. with the rate per Ccf determined by dividing applicable costs by estimated billed Ccf deliveries over the collection period for Service Classification Nos. 1, 2, 6, 11 (Distribution, Transmission and DLM), 12 and 13. The rate for Service Classification No. 11-EG will be determined by dividing applicable costs by the forecasted MDQ for these customers;
6. by reconciling recoveries with actual costs/benefits and refunding to or collecting from customers any over or under recoveries through the Revenue Decoupling Mechanism Adjustment factors effective August 1, 2022 for Service Classifications Nos. 1, 2, 6, 11 (Distribution, Transmission and DLM), 12 and 13. For Service Classification No. 11-EG, reconciling recoveries with actual costs/benefits and refunding to or collecting from customers any over or under recoveries in the development of succeeding rates.

For billing purposes, the MISC line item on customer bills will include the Make Whole factor as described above for Service Classification Nos. 1, 2, 6, 11 (Distribution, Transmission and DLM), 12 and 13, and the MDQ line item will include the Make Whole for Service Classification No. 11-EG.

Issued by: Christopher M. Capone, Executive Vice President & CFO, Poughkeepsie, New York

PSC NO: 12 GAS LEAF: 129.3.1.1  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 1  
INITIAL EFFECTIVE DATE: 02/01/2023 SUPERSEDING REVISION: 0  
Issued in Compliance with Order in 14-M-0565, et.al dated January 19, 2023

#### **42. OTHER CHARGES AND ADJUSTMENTS (Cont'd)**

K. Arrears Reduction Program Surcharge ("ARP")

The ARP factor is designed to recover the costs and associated carrying charges related to Phase 1 and Phase 2 of the Arrears Reduction Program pursuant to the June 16, 2022 and January 19, 2023 Orders in Case 20-M-0266 and further described in General Information Section 42.A from all delivery customers served under this schedule. Costs associated with Phase 1 shall be recovered over a one- year period. Costs associated with Phase 2 shall be recovered over a seven-year period.

Cost recovery for Phase 1 will be determined on an annual basis to be effective with the first billing batch of August 1, 2022 and commencing with the first billing batch of the month following the first Phase 2 credits that are applied on customers' bills with that month establishing the beginning of the annual recovery period for Phase 2. Recovery will be on a Ccf basis with rates determined for each service classification based on the allocation of uncollectible costs from the Company's most recently filed embedded cost of service study divided by the forecast of Ccf over the recovery period and applied to all deliveries on the bills of all customers served under SCs 1, 2, 6, 11, 12, 13, 15, and 16.

The surcharge collected from customers shall be subject to an annual reconciliation of actual credits provided and any over or under-collection at the end of the annual collection period, inclusive of carrying charges at the Company's weighted pre-tax cost of capital, to be included in the balance for refund or recovery in the next annual period.

Recoveries (11 months actual, one month forecast) will be reconciled to allocable costs for each 12-month recovery period with any over or under recoveries included in the development of succeeding ARP Factors. Reconciliation amounts related to the one-month forecast will be included in the next subsequent rates determination

The ARP factor will be stated in whole \$0.00001 per Ccf. For billing purposes, the MISC line item on customer bills will include the ARP factor as described above. Not less than three business days prior to a proposed change in the ARP factor, a statement showing the ARP factor and the effective date will be filed with the Public Service Commission apart from this Schedule.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 07/01/2023

LEAF: 129.4  
REVISION: 1  
SUPERSEDING REVISION: 0

#### **42. OTHER CHARGES AND ADJUSTMENTS (Cont'd)**

J. Non-Pipe Alternative ("NPA")

The Non-Pipe Alternative factor is designed to recover the costs of the Company's alternative infrastructure project approved for recovery pursuant to the June 14, 2018 Order in Case 17-G-0460. Such identified amounts will be recovered from all customers taking service under Service Classification Nos. 1, 2, 6, 11, 12, 13, 15 and 16.

Cost recovery will be determined:

1. on an annual basis to be effective with the first billing batch of July;
2. for each service classification or sub-classification;
3. on a Ccf basis for all service classifications and sub-classifications;
4. by amortizing all costs and incentives related to the project over a ten-year period;
5. based on the transmission and distribution demand allocators from the most recent rate year proforma embedded cost of service study;
6. with the rate per Ccf determined by dividing allocable costs by estimated billed Ccf deliveries over the collection period;
7. by reconciling recoveries (eleven months actual, one month forecast) with allocable costs for each twelve-month recovery period ending June with any over or under recoveries included in the development of succeeding rates. Reconciliation amounts related to the one-month forecast will be included in a subsequent rates determination.

The NPA factor will be stated in whole \$0.00001 per Ccf. For billing purposes, the MISC line item on customer bills will include the NPA factor as described above. Not less than fifteen days prior to a proposed change in the NPA factor, a statement showing the NPA factor and the effective date will be filed with the Public Service Commission apart from this Schedule.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 12/01/20

LEAF: 130  
REVISION: 9  
SUPERSEDING REVISION: 8

### **43. BALANCING SERVICE CHARGE**

#### Balancing Service Charge

#### Service Classification Nos. 9, 11 & 14

All gas consumed by customers under Service Classification Nos. 9, 11 and 14 will be subject to a volumetric Balancing Service Charge. The Balancing Service Charge is designed to recover from customers a prorata share of the Company's gas storage and other relevant costs.

Two separate rates will be calculated for Service Classification Nos. 9, 11 and 11- Distribution Large Mains (DLM): one for daily balanced customers and one for monthly balanced customers. The rate determined for Service Classification No. 14 will be for daily balanced service only. These rates will be updated at least annually, to be effective April 1 of each year, and will be based on each Service Classification's total consumption and deliveries during the preceding winter period, of November 1 through March 31, and the Company's most recently available gas storage and other relevant costs. The rates so determined will be stated in whole \$0.000 amounts per Mcf.

#### Statement

Not less than thirty (30) days prior to a proposed change, a Statement of Balancing Service Charge showing each factor and the effective date of the Statement shall be filed with the Public Service Commission. Such Statements shall be made available to the public on the Company's website [www.CentralHudson.com](http://www.CentralHudson.com).

Received: 07/22/2020

Status: EFFECTIVE  
Effective Date: 12/01/2020

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 12/1/20

LEAF: 131  
REVISION: 5  
SUPERSEDING REVISION: 4

Not in use.

PSC NO: 12 GAS LEAF: 132  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 6  
INITIAL EFFECTIVE DATE: 05/01/12 SUPERSEDING REVISION: 5

**44. NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY**  
**LOAN INSTALLMENT PROGRAM**

Pursuant to the Power New York (“PNY”) Act of 2011 (L. 2011, c. 388), the New York State Energy Research and Development Authority or its designated agent (“NYSERDA”) will administer a Green Jobs – Green New York loan program (“NYSERDA Loan Installment Program” or “Program”) for qualifying residential and non-residential customers for qualified energy efficiency services (as that term is defined in subsection 1891(12) of the Public Authorities Law). As set forth in this law, the Company will bill and collect NYSEDA Loan Installment amounts primarily through the customer’s utility bill when notified by NYSEDA that these NYSEDA Loan Installments apply to the customer’s utility account. Unless otherwise precluded by law, participation in the NYSEDA 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 NYSEDA, or its agents, certain customer information and take other actions for purposes of the NYSEDA Loan Installment Program.

**Eligibility**

Customers will be eligible on a first-come, first-served basis provided that the number of customers taking service under this Section does not exceed one-half of one percent of the total unique number of the Company’s customers as of December 31, 2011.

Effective no later than May 30, 2012, a customer who receives a loan from NYSEDA under the Program and each customer assuming responsibility for service at the same meter, except as provided below, shall repay the loan installment amounts on their utility cycle bills. Reference to “customer” includes such succeeding customer.

**Billing, Collections and Payment**

The responsibility of the Company shall be limited to providing billing and collection services for NYSEDA. Such billing and collection services shall be available regardless of whether the electricity or natural gas delivered by the Company is the customer’s primary energy source.

Beginning no later than the second cycle bill after the Company receives from NYSEDA a valid customer account number, monthly loan installment amount, and number of loan installments to be billed, each cycle bill issued to the customer shall include the monthly loan installment amount until the number of loan installments billed equals the number of loan installment amounts to be billed, the loan is satisfied or the account is closed and no successor account is opened, whichever comes first. A customer receiving bills on a bi-monthly basis will be billed for two loan installment amounts on each bill.

Only one NYSEDA Loan Installment obligation can exist on a customer’s utility account.

PSC NO: 12 GAS LEAF: 133  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 6  
INITIAL EFFECTIVE DATE: 05/01/12 SUPERSEDING REVISION: 5

**44. NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY**  
**LOAN INSTALLMENT PROGRAM** (Cont'd)

**Billing, Collections and Payment** (Cont'd)

The customer will be required to pay NYSERDA loan installment amounts when bills are due. 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 Law. Unpaid loan installment amounts will be subject to the provisions of this Rate Schedule regarding:

- (a) charges for collection, reconnection, and dishonored payments,
- (b) deferred payment agreements, and
- (c) termination/disconnection and reconnection of service.

Occupants of a multiple dwelling or two-family dwelling that assume responsibility for making utility payments in accordance with Public Service Law §§ 33 and 34 and 16 NYCRR 11.7 and 16 NYCRR 11.8, shall not be billed for any arrears of NYSERDA loan installment amounts or any prospective NYSERDA loan installment amounts, which shall remain the responsibility of the incurring customer.

NYSERDA loan installment amounts will not be subject to the Increase in Rates and Charges pursuant to General Information Section 30.

A customer remitting less than the total amount due on a utility bill that includes a NYSERDA loan installment amount shall have such partial payment first applied to billed electric and/or gas charges. If there are monies remaining after application to the Company's electric and/or gas charges, any remaining amount will be applied to billed NYSERDA loan installment amounts.

A customer remitting more than the total amount due on a utility bill that includes a NYSERDA loan installment amount shall have the overpayment applied first to subsequently billed electric and/or gas charges and then to NYSERDA loan installment amounts as they are billed. The utility will not apply customer overpayments as a prepayment of NYSERDA loan installment amounts or as full repayment of the loan. Customers wishing to make loan prepayments or satisfy the balance of the NYSERDA loan amount outstanding must arrange directly with NYSERDA for such payments.

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

The Company will not provide interest on overpayments of NYSERDA loan installment amounts.

At least annually, the Company will provide customers participating in the NYSERDA Loan Installment Program the following information: (1) the amount and duration of remaining installments under the NYSERDA Loan Installment Program, and (2) NYSERDA's contact information and complaint procedures.

PSC NO: 12 GAS LEAF: 134  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 2  
INITIAL EFFECTIVE DATE: 01/01/12 SUPERSEDING REVISION: 1  
Issued in Compliance with Notice Establishing Filing Requirements in Case 11-G-0455 dated August 26, 2011

**44. NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY  
LOAN INSTALLMENT PROGRAM** (Cont'd)

**Term**

NYSERDA will advise the Company of the number of NYSERDA loan installment amounts to be paid. The NYSERDA loan obligation shall survive changes in ownership, tenancy and meter account responsibility at the premises where the energy efficiency measures were installed unless fully satisfied. In the event the NYSERDA loan is not satisfied when a customer's account is closed and NYSERDA notifies the Company to bill loan installment amounts to a successor customer, such successor customer will be subject to all terms and conditions of this Section.

When an account with a NYSERDA loan is closed, loan installment amounts that were billed but unpaid will be transferred to the customer's new account established with the Company, provided, however, that if the customer does not establish a new account with the Company within forty-five (45) days after the first account is closed, the Company will cease its collection activity for the NYSERDA loan installment arrears and advise NYSERDA so it can pursue collection of the outstanding billed amount(s).

**Account Information**

As authorized by the PNY Act of 2011, the Company will provide NYSERDA with account closure information and successor customer information. Such information, as applicable, will also be provided to NYSERDA for new loans.

For a premise with an outstanding NYSERDA loan obligation, each successor customer is deemed to have consented to the Company's disclosure to NYSERDA of such customer information pursuant to the requirements of the PNY Act of 2011.

**Customer Questions and Billing Disputes**

Questions related to the NYSERDA Loan Installment Program and complaints relating to the Company's billing of NYSERDA loan installment amounts shall be directed to NYSERDA. The NYSERDA contact information will be included in the customer's utility bill.

PSC NO: 12 GAS LEAF: 135  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 3  
INITIAL EFFECTIVE DATE: 06/01/12 SUPERSEDING REVISION: 2  
Issued in Compliance with Notice Issued and Effective December 9, 2011 in Case 11-M-0542

#### **45. EXCELSIOR JOBS PROGRAM**

Pursuant to the Excelsior Jobs Program Act of 2010 (L. 2012, c. 59) as amended in 2011 (L. 2011, c. 61), New York State's Empire State Development ("ESD") will administer the Excelsior Jobs Program ("EJP") for business entity participants (as defined in section 352(11) of the Economic Development Law). As set forth in section 66(12-d) of the Public Service Law, the Company will provide a special EJP rate for participants as set forth below.

##### **Eligibility**

Service under this Section will only be available to customers who have been certified as EJP participants by the New York State Commissioner of Economic Development.

A customer who is certified as an EJP participant must have an account established under Service Classification Nos. 2, 6, 8, 9, 11 or 13 of this Rate Schedule. The rates and charges under this Section for customers taking service under Service Classification Nos. 8 and 9 will only be available for the months of May through October, inclusive.

##### **Definitions**

"Certificate of tax credit" shall mean the annual certificate issued by the New York State Department of Economic Development as defined in section 352(5) of the Economic Development Law.

"New Customer" shall be defined as a customer with less than twelve months of billing history as of the date of certification as an EJP participant and:

1. who will conduct business at a premise where business has not been conducted for at least six months prior to certification as an EJP participant, or
2. whose activities are largely or entirely different in nature from those of the previous customer, or
3. who is a different owner of the business entity.

"Existing Customer" shall be defined as a customer that does not satisfy the definition of New Customer.

"Base Load" shall be the base amount of Ccf established for each billing period pursuant to the methodology set forth below.

##### **Application for Service**

EJP participation shall be site specific. All separately metered service accounts within a customer's premises whereby natural gas consumption is not otherwise served directly through facilities owned by the customer shall be provided at the standard tariff provisions of such account's applicable Service Classification under this Rate Schedule.

The ESD shall provide the Company at least 30 days prior written notice of a customer's certification as an EJP participant or removal from the EJP. Service will be initiated or terminated under this Section on or before the end of such notice period.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 08/15/2015  
Issued in Compliance with Order in C. 14-G-0319 dated June 17, 2015

LEAF: 136  
REVISION: 5  
SUPERSEDING REVISION: 4

#### **45. EXCELSIOR JOBS PROGRAM** (Cont'd)

##### **Determination of Base Load and Current Load**

A customer's natural gas consumption shall be determined in accordance with the provisions contained in the customer's applicable Service Classification under this Rate Schedule.

Customers taking service under this Section will be billed for delivery at the EJP rates stated below for all Ccf, in excess of the Base Load for a billing period when the actual metered Ccf, exceeds the Base Load by twenty-five percent (25%).

The Base Load for a New Customer will be zero (0).

The Base Load for an Existing Customer taking service under Service Classification Nos. 2, 6, 11 or 13 will be determined as the actual metered Ccf for the billing periods comprising the twelve-month period immediately preceding the date of the customer's certification as an EJP participant by the New York State Commissioner of Economic Development. The Base Load, and current billing period actual metered Ccf, for an Existing Customer taking heating service under Service Classification Nos. 2, 6, 11 & 13 shall be adjusted to reflect fluctuations due to weather.

The Base Load for an Existing Customer taking service under Service Classification Nos. 8 or 9 will be determined as the actual metered Ccf for the billing periods corresponding to the period May through October immediately preceding the date of the customer's certification as an EJP participant by the New York State Commissioner of Economic Development.

The Company may adjust the actual metered Ccf or MDQ utilized to determine the Base Load in certain situations including, but not limited to, addressing fluctuations due to weather, energy efficiency measures installed by the customer during the twelve-month period preceding the date of the customer's certification as an EJP participant but not fully reflected in the metered consumption as well as temporary discontinuation or reduction of operations. The Base Load for each historical billing period for customers who are billed on a Ccf basis but are not billed on a calendar month basis shall be determined on a daily basis by dividing the actual metered Ccf by the number of days in the billing period in order to avoid variations that may result from differences in the number of days between historic and current billing periods. The daily load so determined will be multiplied by the number of days in the customer's current billing period to determine the Base Load for the comparative historical billing period.

The Base Load determination shall remain in effect for the duration of the customer's term of service under this Section.

An Existing Customer may request that its Base Load be revised upon no less than thirty days written request to the Company demonstrating:

1. that equipment has been removed or disabled in place, or
2. appropriate load limiting devices are installed and operated, or
3. energy efficiency measures have been installed.

The Base Load may be reduced no more than one time in a 365-day period. Seasonal and other temporary fluctuations in load of the customer's existing facilities such as heating and air conditioning, and temporary reductions in operations, shall not qualify for reductions in the Base Load.

PSC NO: 12 GAS  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
 INITIAL EFFECTIVE DATE: 12/01/21  
 Issued in Compliance with Order in C. 20-G-0429 dated November 18, 2021

LEAF: 137  
 REVISION: 9  
 SUPERSEDING REVISION: 7

#### **45. EXCELSIOR JOBS PROGRAM** (Cont'd)

##### **Rates**

Customers taking service under this Section will be subject to the rates, charges and terms of service contained in their applicable Service Classification under this Rate Schedule for their entire load except that the portion of a customer's load that qualifies for EJP rates, as determined above:

1. will not be billed for the Revenue Decoupling Mechanism Adjustment, as described in General Information Section 42.E, and
2. will be billed the EJP delivery charges as set forth below.

	Effective December 1, 2021	Effective July 1, 2022	Effective July 1, 2023
<b>SC Nos. 2, 6 &amp; 13</b>			
First 2 Ccf or Less per month	\$39.00	\$39.00	\$39.00
Next 98 Ccf per Ccf	\$0.5384	\$0.5384	\$0.5384
Next 4900 Ccf per Ccf	\$0.4753	\$0.5106	\$0.5384
Additional Gas, per Ccf	\$0.3751	\$0.4265	\$0.4805
<b>SC No. 6 – High Volume</b>			
First 2 Ccf or Less per month	\$39.00	\$39.00	\$39.00
Additional Gas, per Ccf	\$0.3050	\$0.3403	\$0.3869
<b>SC Nos. 8 &amp; 9</b>			
Customer Charge per month (SC 9)	\$20.00	\$20.00	\$20.00
The transportation component of the rate shall be no greater than \$0.5384 per Ccf effective December 1, 2021, \$0.5384 per Ccf effective July 1, 2022, and \$0.5384 per Ccf effective July 1, 2023, subject to the minimum and maximum pricing provisions of the respective service class.			
<b>SC No. 11 Transmission</b>			
First 1,000 Ccf or Less per month	\$4,000.00	\$4,500.00	\$4,800.00
Additional Gas, per Ccf	\$0.0171	\$0.0182	\$0.0189
Demand Charge per Mcf of MDQ per month	\$7.79	\$7.79	\$7.79
<b>SC No. 11 Distribution</b>			
First 1,000 Ccf or Less per month	\$1,500.00	\$1,800.00	\$2,100.00
Additional Gas, per Ccf	\$0.0370	\$0.0391	\$0.0404
Demand Charge per Mcf of MDQ per month	\$19.66	\$20.68	\$21.35
<b>SC No. 11 Distribution Large Mains</b>			
First 1,000 Ccf or Less per month	\$7,000.00	\$7,300.00	\$7,600.00
Additional Gas, per Ccf	\$0.0221	\$0.0256	\$0.0275
Demand Charge per Mcf of MDQ per month	\$14.31	\$14.99	\$15.48

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 07/01/18  
Issued in Compliance with Order in C. 17-G-0460 dated June 14, 2018

LEAF: 138  
REVISION: 8  
SUPERSEDING REVISION: 6

#### **45. EXCELSIOR JOBS PROGRAM** (Cont'd)

##### **Rates (Cont.)**

The rates and charges under this Section are increased pursuant to General Information Section 28 to reflect the tax rates applicable within the municipality where the customer takes service.

EJP rates shall not apply to that portion of a customer's delivery service served under the terms and conditions of an individually negotiated contract or other preferential or discount rate.

The rates and charges under this Section will be subject to periodic review and revision subject to Commission approval.

##### **Billing**

Application of the EJP rates will begin with a customer's first full bill after the Company's receipt of notification from the ESD that the customer has received a certificate of tax credit, will continue for twelve months, and will end no later than fifteen months after receipt of such notification.

##### **Term of Service**

A customer who is certified as an EJP participant will be eligible to receive the EJP rates for no more than ten years from the initial certification from ESD or until a customer's certification becomes invalid.

PSC NO: 12 GAS LEAF: 139  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 6  
INITIAL EFFECTIVE DATE: 11/01/23 SUPERSEDING REVISION: 5

## **46. COMMUNITY CHOICE AGGREGATION**

### **A. Applicability:**

A Community Choice Aggregation (“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.

In accordance with the Orders issued April 21, 2016, December 14, 2017 and January 19, 2023 in Case 14-M-0224, before requesting customer data from the utility for participation in a CCA Program, the municipality or their designee (CCA Administrator or ESCO) must sign a data security agreement with the Company.

### **B. Provision of Standard Data:**

Upon fulfilling the requirements in General Information Section 46.A, the Company will provide the following information to the municipality or their designee in accordance with the terms stated herein.

1. Aggregated customer data, by billing cycle, including the number of customers by service class, and the aggregated volumetric consumption for gas 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.
2. 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 Order issued in Case 14-M-0224. The data should include:
  - (a) Customer of record’s name
  - (b) Mailing Address
  - (c) Primary Language (if available from the Company’s billing system)
  - (d) Any customer-specific alternate billing name and address
  - (e) Billing cycle and bill period code indicating the month of the customer’s interim estimate, if applicable
  - (f) Tax exempt status
  - (g) Net metered indicator
  - (h) Dual meter indicator, if applicable
3. 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.

PSC NO: 12 GAS LEAF: 139.1  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 5  
INITIAL EFFECTIVE DATE: 11/01/23 SUPERSEDING REVISION: 3  
Issued in Compliance with Order in C. 14-M-0224 dated October 16, 2023

**46. COMMUNITY CHOICE AGGREGATION** (Cont'd)

**B. Provision of Standard Data:** (Cont'd)

4. Upon request by the municipality or CCA Administrator the Company will transfer the customer data in 46.B.2 to the requestor within five days of the request for newly CCA eligible customers 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 described in 46.B.3. 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.

**C. Dispute Resolution:**

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 No. 14-M-0224.

PSC NO: 12 GAS LEAF: 140  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 5  
INITIAL EFFECTIVE DATE: 01/06/18 SUPERSEDING REVISION: 3  
Issued in Compliance with Order C. 17-M-0135, 16-M-0411, 14-M-0224 dated December 14, 2017

**RESERVED FOR FUTURE USE**

Received: 02/17/2004

Status: EFFECTIVE  
Effective Date: 02/19/2004

PSC NO: 12 GAS LEAF: 141  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 2  
INITIAL EFFECTIVE DATE: 02/19/04 SUPERSEDING REVISION: 1  
Issued in Compliance with Order in C. 98-M-1343 Dated December 19, 2003

RESERVED FOR FUTURE USE

Issued by: Arthur R. Upright, Senior Vice President, Poughkeepsie, New York

Received: 02/17/2004

Status: EFFECTIVE  
Effective Date: 02/19/2004

PSC NO: 12 GAS LEAF: 142  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 1  
INITIAL EFFECTIVE DATE: 02/19/04 SUPERSEDING REVISION: 0  
Issued in Compliance with Order in C. 98-M-1343 Dated December 19, 2003

RESERVED FOR FUTURE USE

Issued by: Arthur R. Upright, Senior Vice President, Poughkeepsie, New York

Received: 02/17/2004

Status: EFFECTIVE  
Effective Date: 02/19/2004

PSC NO: 12 GAS LEAF: 143  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 1  
INITIAL EFFECTIVE DATE: 02/19/04 SUPERSEDING REVISION: 0  
Issued in Compliance with Order in C. 98-M-1343 Dated December 19, 2003

RESERVED FOR FUTURE USE

Issued by: Arthur R. Upright, Senior Vice President, Poughkeepsie, New York

Received: 02/17/2004

Status: EFFECTIVE  
Effective Date: 02/19/2004

PSC NO: 12 GAS LEAF: 144  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 3  
INITIAL EFFECTIVE DATE: 02/19/04 SUPERSEDING REVISION: 2  
Issued in Compliance with Order in C. 98-M-1343 Dated December 19, 2003

RESERVED FOR FUTURE USE

Issued by: Arthur R. Upright, Senior Vice President, Poughkeepsie, New York

Received: 02/17/2004

Status: EFFECTIVE  
Effective Date: 02/19/2004

PSC NO: 12 GAS LEAF: 145  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 1  
INITIAL EFFECTIVE DATE: 02/19/04 SUPERSEDING REVISION: 0  
Issued in Compliance with Order in C. 98-M-1343 Dated December 19, 2003

RESERVED FOR FUTURE USE

Issued by: Arthur R. Upright, Senior Vice President, Poughkeepsie, New York

Received: 02/17/2004

Status: EFFECTIVE  
Effective Date: 02/19/2004

PSC NO: 12 GAS LEAF: 146  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 3  
INITIAL EFFECTIVE DATE: 02/19/04 SUPERSEDING REVISION: 2  
Issued in Compliance with Order in C. 98-M-1343 Dated December 19, 2003

RESERVED FOR FUTURE USE

Issued by: Arthur R. Upright, Senior Vice President, Poughkeepsie, New York

Received: 02/17/2004

Status: EFFECTIVE  
Effective Date: 02/19/2004

PSC NO: 12 GAS LEAF: 147  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 1  
INITIAL EFFECTIVE DATE: 02/19/04 SUPERSEDING REVISION: 0  
Issued in Compliance with Order in C. 98-M-1343 Dated December 19, 2003

RESERVED FOR FUTURE USE

Issued by: Arthur R. Upright, Senior Vice President, Poughkeepsie, New York

Received: 02/17/2004

Status: EFFECTIVE  
Effective Date: 02/19/2004

PSC NO: 12 GAS LEAF: 147.1  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 2  
INITIAL EFFECTIVE DATE: 02/19/04 SUPERSEDING REVISION: 1  
Issued in Compliance with Order in C. 98-M-1343 Dated December 19, 2003

RESERVED FOR FUTURE USE

Issued by: Arthur R. Upright, Senior Vice President, Poughkeepsie, New York

Received: 02/17/2004

Status: EFFECTIVE  
Effective Date: 02/19/2004

PSC NO: 12 GAS LEAF: 147.2  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 1  
INITIAL EFFECTIVE DATE: 02/19/04 SUPERSEDING REVISION: 0  
Issued in Compliance with Order in C. 98-M-1343 Dated December 19, 2003

RESERVED FOR FUTURE USE

Issued by: Arthur R. Upright, Senior Vice President, Poughkeepsie, New York

PSC NO: 12 GAS LEAF: 147.3  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 1  
INITIAL EFFECTIVE DATE: 02/19/04 SUPERSEDING REVISION: 0  
Issued in Compliance with Order in C. 98-M-1343 Dated December 19, 2003

RESERVED FOR FUTURE USE

..DID: 17548  
..TXT: PSC NO: 12 GAS LEAF: 148  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 2  
INITIAL EFFECTIVE DATE: 11/01/01 SUPERSEDING REVISION: 0  
STAMPS: Issued in Compliance with Order in C.00-G-1274 dated October 25, 2001  
RECEIVED: 10/31/01 STATUS: Effective EFFECTIVE: 11/01/01

**SERVICE CLASSIFICATION NO. 1**

**RESIDENCE DELIVERY RATE**

**APPLICABLE TO USE OF SERVICE FOR**

Residential purposes in single family dwellings or individual flats or apartments in multifamily dwellings; operation of space heaters, water heaters or other equipment for the common benefit of all occupants of a two or three - family dwelling where gas for these purposes and for other use in one flat or apartment in the dwelling is supplied through a single meter; space heating, and the operation of water heaters and other building equipment in conjunction with space heating, for the common benefit of the residential occupants in any multifamily dwelling, and

Also, use exclusively in connection with any post or hall owned or leased by a not-for-profit corporation that is a veterans' organization.

Use exclusively in connection with religious purposes by 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, and

Use exclusively 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, provided that such residence is operated by a not-for-profit corporation. If supervisory staff is present on premises on a twenty-four hour per day basis, the residence must provide living accommodations for fourteen or fewer residents.

Effective March 31, 1991, regardless of the type of service offered, gas service utilized exclusively with such religious purposes or utilized at such community residences, "supportive living facility" as defined above shall be charged at rates no greater than the rates or charges applicable to residential customers.

Effective June 2, 1998, regardless of the type of service offered, natural gas service utilized by such veterans' organizations, as defined above shall be charged at rates no greater than the rates or charges applicable to residential customers.

Issued in Compliance with Order in C.00-G-1274 dated October 25, 2001

Issued by: Arthur R. Upright, Senior Vice President, Poughkeepsie, New York

PSC NO: 12 GAS  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
 INITIAL EFFECTIVE DATE: 12/01/21  
 Issued in Compliance with Order in C. 20-G-0429 dated November 18, 2021

LEAF: 149  
 REVISION: 25  
 SUPERSEDING REVISION: 23

**SERVICE CLASSIFICATION NO. 1** (Cont'd)

**RESIDENCE DELIVERY RATE** (Cont'd)

**CHARACTER OF SERVICE**

Continuous natural or manufactured gas having a monthly average heating value of not less than 1,000 Btu. per cu. ft. delivered at a pressure of not less than 4 inches nor more than 12 inches.

**MONTHLY RATE per 100 CUBIC FEET (Ccf)**

	<u>Effective December 1, 2021</u>	<u>Effective July 1, 2022</u>	<u>Effective July 1, 2023</u>
First 2 Ccf or Less	\$24.25	\$24.25	\$24.25
Next 48 Ccf	\$1.3650	\$1.3890	\$1.3625
Additional Gas, Per Ccf	\$0.7142	\$0.8113	\$0.9479

Bills shall be rendered pursuant to the provisions of General Information, Section 13.

**GAS SUPPLY CHARGE**

The charges set forth herein shall be subject to a Gas Supply Charge as explained in General Information, Section 27.

**OTHER CHARGES AND ADJUSTMENTS**

The charges set forth herein shall be subject to the Merchant Function Charge, System Benefits Charge, Gas Bill Credit, Revenue Decoupling Mechanism Adjustment and Miscellaneous Charge as explained in General Information Section 42.

**WEATHER NORMALIZATION**

The charges set forth herein may be subject to a Weather Normalization Adjustment as explained in General Information, Section 27.

**INCREASE IN RATES AND CHARGES**

The rates and charges under this service classification are increased pursuant to General Information, Section 28 to reflect the tax rates applicable within the municipality where the customer takes service.

**MINIMUM CHARGE**

\$24.25 effective December 1, 2021, \$24.25 effective July 1, 2022 and \$24.25 effective July 1, 2023 per month, plus other charges and adjustments as applicable.

**SUPPLEMENTAL BENEFIT CREDIT AND/OR HEAP CREDIT**

The Supplemental Benefit Credit and/or HEAP Credit, as described in General Information Section 42.A, shall apply to eligible customers.

..DID: 17550  
..TXT: PSC NO: 12 GAS LEAF: 150  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 2  
INITIAL EFFECTIVE DATE: 11/01/01 SUPERSEDING REVISION: 0  
STAMPS: Issued in Compliance with Order in C.00-G-1274 dated October 25, 2001  
RECEIVED: 10/31/01 STATUS: Effective EFFECTIVE: 11/01/01

SERVICE CLASSIFICATION NO. 1 (Cont'd)

RESIDENCE DELIVERY RATE (Cont'd)

TERMS OF PAYMENT

Bills are due when personally served or three days after mailing. Bills shall be subject to a late payment charge in accordance with General Information, Section 16, if payment is not made by the date specified on the bill which date shall be not less than 20 days from the due date.

TERM

Terminable at any time provided that customer cannot resume service within one month at the same location without paying charges during the intervening period in accordance with this classification.

Customers electing service under this service classification may not transfer to interruptible service classifications, for one full year.

SPECIAL PROVISIONS

The numbering of the paragraphs hereunder begins with the above service classification number.

- 1.1 A customer may have the option, with the consent of the Company, of paying for service taken under this classification for a limited period in equal monthly amounts based on the application of the rate to the estimated usage during this period. At the end of this period, or at the discontinuance of service, if prior thereto, the customer shall pay or be given credit for the difference between the amount paid and the charges for the actual usages under this rate. This payment or refund shall be made under such arrangements as may be agreed upon by the customer and the Company.
- 1.2 The availability of service under this classification is subject to the conditions set forth in Section 29 through 32 of the General Information.
- 1.3 Any customer found to have not complied with the residential minimum insulation standards set forth in General Information, Section 32 shall be subject to a surcharge of 25% of the bills for gas and electric service otherwise due until compliance is achieved.
- 1.4 Effective November 29, 1985, any customer 62 years of age or older taking service under this classification, may have the option of paying for service rendered on a quarterly basis, provided that such customers average annual billing is not more than \$150.

Issued in Compliance with Order in C.00-G-1274 dated October 25, 2001

Issued by: Arthur R. Upright, Senior Vice President, Poughkeepsie, New York

PSC NO: 12 GAS LEAF: 151  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 18  
 INITIAL EFFECTIVE DATE: 12/01/21 SUPERSEDING REVISION: 16  
 Issued in Compliance with Order in C. 20-G-0429 dated November 18, 2021

**SERVICE CLASSIFICATION NO. 2**

**COMMERCIAL AND INDUSTRIAL DELIVERY RATE**

**APPLICABLE TO USE OF SERVICE FOR**

All purposes except use exclusively in individual residences.

Effective March 31, 1991, regardless of the type of service offered, natural gas service utilized exclusively with such religious purposes or utilized at such community residences, as defined in Service Classification No. 1, Section entitled Applicable to Use of Service For, shall be charged at rates no greater than the rates or charges applicable to residential customers.

Effective June 2, 1998, regardless of the type of service offered, natural gas service utilized by such veterans' organizations as defined in Service Classification No. 1, Section entitled Applicable to Use of Service For, shall be charged at rates no greater than the rates or charges applicable to residential customers.

**CHARACTER OF SERVICE**

Continuous natural or manufactured gas having a monthly average heating value of not less than 1,000 Btu. per cu. ft. delivered at a pressure of not less than 4 inches nor more than 12 inches. At the option of the customer, gas will be supplied at from 2 to 30 pounds pressure, where such service is available.

**MONTHLY RATE per 100 CUBIC FEET (Ccf)**

	Effective <u>December 1, 2021</u>	Effective <u>July 1, 2022</u>	Effective <u>July 1, 2023</u>
First 2 Ccf or Less	\$39.00	\$39.00	\$39.00
Next 98 Ccf	\$0.6800	\$0.6185	\$0.5609
Next 4900 Ccf	\$0.4753	\$0.5106	\$0.5420
Additional Gas	\$0.3751	\$0.4265	\$0.4805

Bills shall be rendered pursuant to the provisions of General Information, Section 13.

PSC NO: 12 GAS LEAF: 152  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 21  
INITIAL EFFECTIVE DATE: 12/01/21 SUPERSEDING REVISION: 19  
Issued in Compliance with Order in C. 20-G-0429 dated November 18, 2021

**SERVICE CLASSIFICATION NO. 2** (Cont'd)

**COMMERCIAL AND INDUSTRIAL DELIVERY RATE** (Cont'd)

**GAS SUPPLY CHARGE**

The charges set forth herein shall be subject to a Gas Supply Charge as explained in General Information, Section 27.

**OTHER CHARGES AND ADJUSTMENTS**

The charges set forth herein shall be subject to the Merchant Function Charge, System Benefits Charge, Gas Bill Credit, Revenue Decoupling Mechanism and Miscellaneous Charge as explained in General Information Section 42.

**WEATHER NORMALIZATION**

The charges set forth herein may be subject to a Weather Normalization Adjustment as explained in General Information, Section 27.

**INCREASE IN RATES AND CHARGES**

The rates and charges under this service classification are increased pursuant to General Information, Section 28 to reflect the tax rates applicable within the municipality where the customer takes service.

**MINIMUM CHARGE**

\$39.00 effective December 1, 2021, \$39.00 effective July 1, 2022 and \$39.00 effective July 1, 2023 per month, plus other charges and adjustments as applicable.

**TERMS OF PAYMENT**

Bills are due when personally served or three days after mailing. Bills shall be subject to a late payment charge in accordance with General Information, Section 16, if payment is not made by the date specified on the bill which date shall be not less than 20 days from the due date.

**TERM**

Terminable at any time provided that customer cannot resume service within one month at the same location without paying charges during the intervening period in accordance with this classification.

Customers electing service under this service classification may not transfer to interruptible service classifications, for one full year.

PSC NO: 12 GAS LEAF: 153  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 19  
INITIAL EFFECTIVE DATE: 12/01/21 SUPERSEDING REVISION: 17  
Issued in Compliance with Order in C. 20-G-0429 dated November 18, 2021

**SERVICE CLASSIFICATION NO. 2** (Cont'd)

**COMMERCIAL AND INDUSTRIAL DELIVERY RATE** (Cont'd)

**SPECIAL PROVISIONS**

The numbering of the paragraphs hereunder begins with the above service classification number.

- 2.1 Charges under this classification may be subject to a surcharge up to the equivalent price of alternate fuel as set forth in General Information, Section 33.
- 2.2 Any customer found to have not complied with the residential minimum insulation standards set forth in General Information, Section 32, shall be subject to a surcharge of 25% of the bills for gas and electric service otherwise due until compliance is achieved.
- 2.3 The availability of service under this classification is subject to the conditions set forth in Sections 29 through 32 of the General Information.
- 2.4 Upon special application, a customer, who has installed gas air conditioning which is separately metered for such service, will be billed at the above rates, except that all consumption over 2 Ccf per month for a consecutive six-month period, starting with bills rendered in May each year, shall be billed at \$0.3751 per Ccf effective December 1, 2021, \$0.4265 per Ccf effective July 1, 2022 and \$0.4805 per Ccf effective July 1, 2023 plus applicable gas supply charge, Merchant Function, System Benefits Charge, Gas Bill Credit, Weather Normalization Adjustment, Revenue Decoupling Mechanism Adjustment, Miscellaneous Charge and applicable tax rates.
- 2.5 A customer who is a condominium association or a cooperative housing corporation may have the option, with the consent of the Company, of paying for service taken under this classification for a limited period in equal monthly amounts based on the application of the rate to the estimated usage during the period. At the end of this period, or at the discontinuance of service if prior thereto, the customer shall pay, or be given credit for the difference between the amount paid and the charges for the actual usages under this rate. This payment or refund shall be made under such arrangements as may be agreed upon by the customer and the Company.

..DID: 17554  
..TXT: PSC NO: 12 GAS LEAF: 154  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 2  
INITIAL EFFECTIVE DATE: 11/01/01 SUPERSEDING REVISION: 0  
STAMPS: Issued in Compliance with Order in C.00-G-1274 dated October 25, 2001  
RECEIVED: 10/31/01 STATUS: Effective EFFECTIVE: 11/01/01

SERVICE CLASSIFICATION NO. 2 (Cont'd)

COMMERCIAL AND INDUSTRIAL DELIVERY RATE (Cont'd)

SPECIAL PROVISIONS

- 2.6 Landlords of industrial and commercial properties, which do not have residential tenants, may file a petition and application to the New York State Public Service Commission requesting permission to submeter gas usage to their tenants. 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.

Issued in Compliance with Order in C.00-G-1274 dated October 25, 2001

Issued by: Arthur R. Upright, Senior Vice President, Poughkeepsie, New York

Received: 06/23/1999

Status: EFFECTIVE  
Effective Date: 08/02/1999

..DID: 9098  
..TXT: PSC NO: 12 GAS LEAF: 155  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
STAMPS:  
RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

**SERVICE CLASSIFICATION NO. 3**

SERVICE CLASSIFICATION NO. 3 IS ON RESERVE.

Issued by: Arthur R. Upright, Senior Vice President, Poughkeepsie, New York

Received: 06/23/1999

Status: EFFECTIVE  
Effective Date: 08/02/1999

..DID: 9099  
..TXT: PSC NO: 12 GAS LEAF: 156  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
STAMPS:  
RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

**SERVICE CLASSIFICATION NO. 4**

SERVICE CLASSIFICATION NO. 4 IS ON RESERVE.

Issued by: Arthur R. Upright, Senior Vice President, Poughkeepsie, New York

..DID: 9100  
..TXT: PSC NO: 12 GAS LEAF: 157  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
STAMPS:  
RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

SERVICE CLASSIFICATION NO. 5

SERVICE CLASSIFICATION NO. 5 IS ON RESERVE.

PSC NO: 12 GAS LEAF: 158  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 21  
 INITIAL EFFECTIVE DATE: 12/01/21 SUPERSEDING REVISION: 19  
 Issued in Compliance with Order in C. 20-G-0429 dated November 18, 2021

**SERVICE CLASSIFICATION NO. 6**

**FIRM TRANSPORTATION RATE - Core**

**APPLICABLE TO USE OF SERVICE FOR**

This rate schedule is available for firm transportation service by the Company of customer-owned gas, which the customer has arranged to have transported to a delivery point at the boundary of the Company's service area. This service shall be available to existing firm customers providing the Company has sufficient year-round distribution capacity to transport the gas and providing customer-owned gas volumes to be transported are at least 35,000 Ccf per year.

**MONTHLY RATE per 100 CUBIC FEET (Ccf)**

**Low Volume Customers - Per Meter Installation**

Applicable to customers whose annual consumption is at least 35,000 Ccf. and less than 50,000 Ccf.

	<u>Effective December 1, 2021</u>	<u>Effective July 1, 2022</u>	<u>Effective July 1, 2023</u>
First 2 Ccf or Less	\$39.00	\$39.00	\$39.00
Next 98 Ccf	\$0.6800	\$0.6185	\$0.5609
Next 4900 Ccf	\$0.4753	\$0.5106	\$0.5420
Additional Gas, Per Ccf	\$0.3751	\$0.4265	\$0.4805

**High Volume - Per Meter Installation**

Applicable to customers whose annual consumption is 50,000 Ccf. or greater.

	<u>Effective December 1, 2021</u>	<u>Effective July 1, 2022</u>	<u>Effective July 1, 2023</u>
First 2 Ccf or less	\$39.00	\$39.00	\$39.00
Additional Gas, per Ccf	\$0.3050	\$0.3403	\$0.3869

**MONTHLY MINIMUM CHARGE** - \$39.00 effective December 1, 2021, \$39.00 effective July 1, 2022 and \$39.00 effective July 1, 2023 Per Meter Installation, plus other charges and adjustments as applicable.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 12/01/20

LEAF: 159  
REVISION: 21  
SUPERSEDING REVISION: 20

**SERVICE CLASSIFICATION NO. 6**

**FIRM TRANSPORTATION RATE - Core** (Cont'd)

**INCREASE IN RATES AND CHARGES**

The rates and charges under this service classification are increased pursuant to General Information, Section 28 to reflect the tax rates applicable within the municipality where the customer takes service.

**Other Charges and Adjustments**

The charges set forth herein shall be subject to the Merchant Function Charge, System Benefits Charge, Gas Bill Credit, Revenue Decoupling Mechanism Adjustment, Transportation Demand Adjustment and Miscellaneous Charge as explained in General Information Section 42.

**Weather Normalization**

The charges set forth herein may be subject to a Weather Normalization Adjustment as explained in General Information, Section 27.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 04/01/05

LEAF: 160  
REVISION: 2  
SUPERSEDING REVISION: 1

SERVICE CLASSIFICATION NO. 6

FIRM TRANSPORTATION RATE - Core (Cont'd)

Reserved for Future Use

PSC NO: 12 GAS LEAF: 161  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 2  
INITIAL EFFECTIVE DATE: 04/01/07 SUPERSEDING REVISION: 1  
Issued in Compliance with Order in C.05-G-0935 dated July 24, 2006

**SERVICE CLASSIFICATION NO. 6**

**FIRM TRANSPORTATION RATE - Core** (Cont'd)

TERMS OF PAYMENT

Bills are due when personally served or three days after mailing. Bills shall be subject to a late payment charge in accordance with General Information, Section 16, if payment is not made by the date specified on the bill which date shall be not less than 20 days from the due date.

TERM

The term of service will be one year.

Issued by: Michael L. Mosher, Vice President, Poughkeepsie, New York

PSC NO: 12 GAS LEAF: 162  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 3  
INITIAL EFFECTIVE DATE: 04/01/07 SUPERSEDING REVISION: 1  
Issued in compliance with Order in C.05-G-0935 dated July 24, 2006

**SERVICE CLASSIFICATION NO. 6**

**FIRM TRANSPORTATION RATE - Core** (Cont'd)

**SPECIAL PROVISIONS**

The numbering of paragraphs hereunder begins with the above Service Classification number.

- 6.1 A Customer whose annual consumption is greater than 35,000 Ccf may act as his own Retail Supplier (Direct Customer) to obtain natural gas supplies from third party suppliers and to have those supplies delivered to the appropriate interconnection points on Central Hudson's system. Those customers acting as Direct Customers and those Retail Suppliers representing customers served under this Service Classification must abide by the terms and conditions of the Company's Retail Access Program as defined in General Information Section No. 41.
- 6.2 Not in use.

PSC NO: 12 GAS LEAF: 163  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 1  
INITIAL EFFECTIVE DATE: 04/01/07 SUPERSEDING REVISION: 0  
Issued in compliance with Order in C.05-G-0935 dated July 24, 2006

**SERVICE CLASSIFICATION NO. 6**

**FIRM TRANSPORTATION RATE - Core** (Cont'd)

**SPECIAL PROVISIONS** (Cont'd)

- 6.3 Not in use.
- 6.4 Not in use.
- 6.5 Automated meter recording equipment will be furnished and installed by the Company at the customer's expense. At the customer's written request the Company will use standard metering equipment for billing purposes. Customers who request the use of standard metering equipment, which must be located in an area to which the Company has free access, must also state, in writing, that they are willing to accept the accuracy of the Company's balancing of gas supplies.

PSC NO: 12 GAS LEAF: 164  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 1  
INITIAL EFFECTIVE DATE: 04/01/07 SUPERSEDING REVISION: 0  
Issued in compliance with Order in C.05-G-0935 dated July 24, 2006

**SERVICE CLASSIFICATION NO. 6**

**FIRM TRANSPORTATION RATE - Core** (Cont'd)

**SPECIAL PROVISIONS** (Cont'd)

- 6.6 Not in use.
- 6.7 Customers must reimburse the Company for the replacement cost of fuel associated with the diversion of non-core customers' gas supplies used to meet the firm transportation customers' needs, as described in General Information Section No. 31.
- 6.8 Landlords of industrial and commercial properties, which do not have residential tenants, may file a petition and application to the New York State Public Service Commission requesting permission to submeter gas usage to their tenants. 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.

..DID: 9109  
..TXT: PSC NO: 12 GAS LEAF: 165  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
STAMPS:  
RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

SERVICE CLASSIFICATION NO. 7

SERVICE CLASSIFICATION NO. 7 IS ON RESERVE.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 08/01/12  
Issued in compliance with Order in Case 11-G-0543 dated May 23, 2012

LEAF: 166  
REVISION: 3  
SUPERSEDING REVISION: 2

**SERVICE CLASSIFICATION NO. 8**

**INTERRUPTIBLE RATE**

**APPLICABLE TO USE OF SERVICE FOR**

All purposes where

- (1) the customer's premises are (a) located adjacent to the Company's existing gas mains having adequate capacity to supply customer's prospective requirements in addition to the simultaneous requirements of present or prospective customers taking firm gas service from such gas mains or (b) at other points under arrangements made in accordance with General Information, Section 25 which warrants provision of the additional facilities required to supply the customer's prospective requirements by the Company;
- (2) the customer agrees to take service on a fully interruptible basis;
- (3) the customer provides and maintains necessary standby facilities together with a sufficient supply of fuel to operate continuously during periods when gas supply is interrupted;
- (4) human needs customers and customers relying on distillate fuel as their alternate fuel must maintain necessary standby facilities together with a fuel reserve that will support ten (10) days of the customer's energy requirements and have arranged for fuel deliveries during curtailments that are longer than ten (10) days. The customer's alternate fuel reserve inventory must be in place on or before November 1. Customers with storage facilities that cannot maintain the required fuel reserves must provide documentation confirming that they have arranged to have fuel deliveries during curtailment periods. Alternatively, customers excluding schools and human needs customers, may elect to attest to their intent to curtail their operation during periods of interruption rather than be subject to these alternate fuel requirements by providing an affidavit in writing at least thirty (30) days prior to November 1 of each year. 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 alternative fuel source. Customers failing to comply completely with an interruption request will be subject to the charges described in Special Provision 8.5 of this service classification as well as the Company's actual cost to manually shut off gas to the customer in the event the customer does not cease operations;
- (5) the service hereunder is not used in any equipment which is supplied with gas service under any other Service Classification except for Service Classification No. 9;
- (6) the customer agrees to discontinue or curtail the use of gas service, at any time, at the Company's option on not less than two hours' notice to the customer;
- (7) the customer agrees to notify the Company, within 24 hours, in the event the customer discontinues service provided under this service classification;
- (8) the customer agrees to certify the type of alternate fuel required to operate the customer's standby facilities.

Effective date postponed to 11/01/12. See Supplement No. 38.

Issued by: Michael L. Mosher, Vice President, Poughkeepsie, New York

PSC NO: 12 GAS LEAF: 166.1  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 3  
INITIAL EFFECTIVE DATE: 01/01/06 SUPERSEDING REVISION: 1  
Issued in compliance with Order in C.04-G-0463 dated November 29, 2005

SERVICE CLASSIFICATION NO. 8 (Cont'd)

INTERRUPTIBLE RATE (Cont'd)

APPLICABLE TO USE OF SERVICE FOR (Cont'd)

- (9) All customers opting to commence service under this service classification on and after September 1, 2004 are required to have automated meter recording equipment furnished and installed by the Company at the customer's expense. The Customer agrees to prepay to the Company the cost of the automated meter recording equipment. In addition, the Customer shall furnish an electrical supply and a phone line necessary for the operation of the equipment, in an area which is acceptable to the Company.
- (10) Effective May 1, 2006, all customers taking service under this service classification prior to September 1, 2004 are required to have automated meter recording equipment furnished and installed by the Company at the Company's expense. In addition, the Customer shall furnish an electrical supply and a phone line necessary for the operation of the equipment, in an area which is acceptable to the Company.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 01/17/18  
Issued in Compliance with Order in C.09-M-0311 dated December 19, 2017

LEAF: 167  
REVISION: 2  
SUPERSEDING REVISION: 1

**SERVICE CLASSIFICATION NO. 8** (Cont'd)

**INTERRUPTIBLE RATE** (Cont'd)

**CHARACTER OF SERVICE**

Interruptible natural gas having a monthly average heating value of not less than 1,000 Btu. per cu. ft. Gas is normally delivered at a pressure of not less than 4 inches nor more than 12 inches. At the option of the customer, with the consent of the Company, gas may be supplied at higher pressures, but not in excess of the pressure available at the point of delivery.

**RATE**

The rate per 100 cu. ft. shall be established for each of the interruptible customer categories, at the Company's discretion, and shall be applied to all gas sold under each category of this Service Classification.

The rates shall be filed with the Public Service Commission and made available for public inspection, at Company offices at which applications for service may be made, at least three (3) days prior to the first day on which the rate will apply. In the event the assignable cost of gas changes significantly during the month, the Company may change the rate upon not less than 24 hours notice. A new rate statement shall be filed, as soon as practicable, with the Public Service Commission.

The interruptible customer categories are based on the customer's alternate fuel type as follows:

- Category 1 - No. 6 Oil, 1.5% Sulfur Content or Higher
- Category 2 - No. 6 Oil, Less than 1.5% Sulfur Content and No. 4 Oil
- Category 3 - All Others

The rate shall not be less than the assignable commodity cost of gas plus \$.010 per 100 cu. ft.

The rate shall not be greater than the sum of (i) the lowest unit charge of the Monthly Rate under Service Classification No. 2, plus (ii) the applicable gas cost adjustment pursuant to General Information, Section 27.

For customers eligible for S.C. No. 11, the rate shall not be greater than the sum of (1) the commodity cost of gas assignable to the quantities purchased for interruptible sales, and (2) the transportation rate capped at the applicable S.C. No. 11 rate, as established in Opinion 96-28 in Case 95-G-1034. The annual S.C. No. 11 transportation rate cap shall be determined each January based on customer load data from the previous calendar year. The rate cap will become effective in February and shall remain in effect for the following twelve months.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 01/17/18  
Issued in Compliance with Order in C.09-M-0311 dated December 19, 2017

LEAF: 167.1  
REVISION: 3  
SUPERSEDING REVISION: 2

**SERVICE CLASSIFICATION NO. 8** (Cont'd)

**INTERRUPTIBLE RATE** (Cont'd)

However, in the event the minimum price exceeds the maximum price, the rate shall be the Company's Incremental Cost of Gas plus \$0.010 per Ccf. This in no way relieves the Customer of the requirements as described in the Special Provisions of this service classification.

..DID: 9112  
..TXT: PSC NO: 12 GAS LEAF: 168  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 08/02/99 SUPERSEDING REVISION:  
STAMPS:  
RECEIVED: 06/23/99 STATUS: Effective EFFECTIVE: 08/02/99

SERVICE CLASSIFICATION NO. 8 (Cont'd)

INTERRUPTIBLE RATE (Cont'd)

INCREASE IN RATES AND CHARGES

The rates and charges under this service classification shall be increased pursuant to General Information, Section 28 to reflect the tax rates applicable within the municipality where the customer takes services.

MINIMUM CHARGE

None.

TERMS OF PAYMENT

Bills are due when personally served or three days after mailing. Bills shall be subject to a late payment charge in accordance with General Information, Section 16, if payment is not made by the date specified on the bill which date shall be not less than 20 days from the due date.

TERM

The initial term shall be at least one year unless a specified period is required under a main extension agreement, during which time the customer may not transfer to another rate with the exception of Interruptible Transportation Service.

SPECIAL PROVISIONS

The numbering of the paragraphs hereunder begins with the above service classification number.

- 8.1 The Company reserves the right to designate the maximum hourly and daily quantities of gas that will be supplied to any customer category under this classification. Such maximum quantities may be increased at the customer's request if the Company in its sole judgment has a sufficient supply of natural gas available to provide the additional quantities requested after taking into consideration the requirements of its other customers and Company use.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 02/14/17  
Issued in Compliance with Order in C. 15-G-0185 dated December 16, 2016

LEAF: 169  
REVISION: 10  
SUPERSEDING REVISION: 9

**SERVICE CLASSIFICATION NO. 8** (Cont'd)

**INTERRUPTIBLE RATE** (Cont'd)

**SPECIAL PROVISIONS** (Cont'd)

- 8.2 Service supplied under this classification shall be subject to interruption prior to interruption of service supplied under Service Classification No. 2, and have priority over Service Classification No. 9.
- 8.3 The Company shall not be obligated to interrupt or curtail service simultaneously to all or within interruptible customer categories under this classification.
- 8.4 On or before the date indicated on the Company's Calendar of Gas Transportation Scheduling as defined in General Information, Section 2, the Company shall determine the rate per 100 cu. ft. to be charged for the next calendar month under this Service Classification.
- 8.5 If the Company curtails service and the Customer is not able to meet requirements of the curtailment, the Company will charge the Customer a curtailment penalty charge for all gas consumed by the Customer until the Customer is able to meet the requirements of a curtailment. The curtailment penalty charge for all gas consumed will be \$2.50 per Ccf plus the highest price of the natural gas purchased by Central Hudson during the curtailment.
- A Customer that is not able to meet the requirements of a curtailment will also be subject to the following:
- (a). One unannounced curtailment test at the end of January, provided however that such test shall be waived if scheduled to occur within five days of an actual curtailment wherein the Customer was able to meet the requirements of such curtailment;
  - (b). Provision of an affidavit in writing attesting to compliance with the Company's tariff; Customers electing to cease using natural gas when directed to by the Company in lieu of maintaining an alternate fuel inventory are excluded from this provision; and,
  - (c). Provision of the Customer's alternate fuel supplier contact information in the aforementioned affidavit.
- 8.6 If the customer fails to meet the alternate fuel reserve requirement, the Company will charge the customer the greater of 130% of the market price of the customer's alternate fuel or 110% of the applicable tariff rate for natural gas service for all gas consumed. The alternate fuel market price will be the New York spot \$/MMBtu price of the customer's alternate fuel as published in Platt's Gas Daily in the table "Platt's oil prices" for the day prior to the noncompliance. If the customer's alternate fuel is No. 4 or No. 6 oil, the applicable alternate fuel price will be "1% Resid HP". The curtailment charge is effective for the billing period during which the noncompliance becomes known and for any subsequent periods during which noncompliance continues.
- 8.7 Prior to November 15 of each year, the Company will institute an annual announced system curtailment. Customers will be notified by registered mail that the Company will be conducting a system curtailment. The notification letter will also request information concerning the Customer's alternate fuel supply and arrangements for deliveries during actual curtailment periods, and will request verification and/or update of customer contact information. Customers must reply to the request for information within thirty (30) days of receipt. Failure to reply will subject the Customer to the Company's curtailment charge. In addition, if for any reason the Customer is not able to curtail usage during the annual system curtailment, the Customer will be subject to the Company's curtailment charge, as described above, for all gas consumed by the Customer until the Customer is able to meet the requirements of a curtailment.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 02/14/2017  
Issued in compliance with Order in C. 15-G-0185 dated December 16, 2016

LEAF: 169.1  
REVISION: 3  
SUPERSEDING REVISION: 2

**SERVICE CLASSIFICATION NO. 8** (Cont'd)

**INTERRUPTIBLE RATE** (Cont'd)

**SPECIAL PROVISIONS** (Cont'd)

- 8.8 If the Customer experiences unanticipated problems when attempting to curtail usage during either an actual curtailment, the annual announced system curtailment or an unannounced curtailment test, the Company, at its sole discretion, may waive the curtailment charge for a period up to four (4) hours as a result of equipment failure as long as the Customer provides the Company with supporting documentation. Penalties will not be waived for Customers that fail to meet the minimum fuel requirements.
- 8.9 Effective January 1, 2017, the Company will implement daily communication with each specific customer facility location as agreed upon by the customer and the Company, as soon as weather forecasts project outside temperatures to be at or below the temperature specified in accordance with the Company's Gas Transportation Operating Procedures for the upcoming three consecutive days or during times when three days of consecutive customer curtailments occur. Additionally, the Company will contact each specific customer facility location at the end of every curtailment to remind Customers to replenish alternate fuel inventories as needed to maintain minimum levels.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 02/01/13

LEAF: 170  
REVISION: 5  
SUPERSEDING REVISION: 4

**SERVICE CLASSIFICATION NO. 9**

**INTERRUPTIBLE TRANSPORTATION RATE**

**APPLICABLE TO USE OF SERVICE FOR**

Transportation of customer-owned gas to those individual customers that have the capability of transporting and consuming at one service point 35,000 Ccf or greater per year or to those aggregated customer buying groups having the capability of transporting and consuming 50,000 Ccf or greater per year where:

1. the customer agrees to take service on a fully interruptible basis;
2. the customer provides and maintains necessary standby facilities together with a sufficient supply of fuel to operate continuously during periods when gas supply is interrupted;
3. human needs customers and customers relying on distillate fuel as their alternate fuel must maintain standby facilities and a fuel reserve that will support ten (10) days of the customer's energy requirements and have arranged for fuel deliveries during curtailments that are longer than ten (10) days. The customer's alternate fuel reserve inventory must be in place on or before November 1. Customers with storage facilities that cannot maintain the required fuel reserves must provide documentation confirming that they have arranged to have fuel deliveries during curtailment periods. Alternatively, customers excluding schools and human needs customers, may elect to attest to their intent to curtail their operation during periods of interruption rather than be subject to these alternate fuel requirements by providing an affidavit in writing at least thirty (30) days prior to November 1 of each year. 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 alternative fuel source. Customers failing to comply completely with an interruption request will be subject to the charges described in Special Provision 9.9 of this service classification as well as the Company's actual cost to manually shut off gas to the customer in the event the customer does not cease operations;
4. the service hereunder is not used in any equipment which is supplied with gas service under any other Service Classification except for S.C. No. 8;
5. the customer's premises are (a) located adjacent to the Company's existing gas mains having adequate capacity to supply customer's prospective requirements in addition to the simultaneous requirements of present or prospective customers taking firm or interruptible service from such mains, or (b) at other points under arrangements made in accordance with General Information, Section 25;
6. service is to be provided to individual customers and aggregated customer buying groups under an agreement as included in General Information, Sections 35 or 36;
7. the customer agrees to discontinue or curtail the use of gas service, at any time, at the Company's option on not less than two hours' notice to the customer; and
8. the customer agrees to notify the Company, within 24 hours, in the event the customer discontinues service provided under this Service Classification.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 02/01/13

LEAF: 170.1  
REVISION: 4  
SUPERSEDING REVISION: 3

**SERVICE CLASSIFICATION NO. 9** (Cont'd)

**INTERRUPTIBLE TRANSPORTATION RATE** (Cont'd)

**APPLICABLE TO USE OF SERVICE FOR** (Cont'd)

9. All customers opting to commence service under this service classification on and after September 1, 2004 are required to agree to have automated meter recording equipment furnished and installed by the Company at the customer's expense. The Customer agrees to prepay to the Company the cost of the automated meter recording equipment. In addition, the Customer shall furnish an electrical supply and a phone line necessary for the operation of the equipment, in an area which is acceptable to the Company.
10. Effective March 1, 2006, all customers taking service under this service classification prior to September 1, 2004 are required to have automated meter recording equipment furnished and installed by the Company at the Company's expense. In addition, the Customer shall furnish an electrical supply and a phone line necessary for the operation of the equipment, in an area which is acceptable to the Company.

PSC NO: 12 GAS

LEAF: 171

COMPANY: CENTRAL HUDSON GAS &amp; ELECTRIC CORPORATION

REVISION: 9

INITIAL EFFECTIVE DATE: 01/17/18

SUPERSEDING REVISION: 8

Issued in Compliance with Order in C. 09-M-0311 dated December 19, 2017

**SERVICE CLASSIFICATION NO. 9** (Cont'd)**INTERRUPTIBLE TRANSPORTATION RATE** (Cont'd)**CHARACTER OF SERVICE**

Transportation service of interruptible customer-owned gas for which the customer has arranged to have transported to a delivery point at the boundary of the Company's service area. The Company shall control the dispatch of such gas, and dispatch shall be provided as requested by the customer, conditioned on the availability of the Company's system capacity.

**MONTHLY RATE**

The monthly rate billed to customers under this Service Classification will be comprised of two components: (1) a Transportation Rate and (2) a Balancing Service Charge, all as defined below.

1. **Transportation Rate**

Customer's transportation rates will be determined on the following basis:

Category 1 - No. 6 Oil, 1.5% Sulfur Content or Higher

Category 2 - No. 6 Oil, Less than 1.5% Sulfur Content and No. 4 Oil

Category 3 - All others

A. **Monthly Rate Option**

Customer Charge	\$20.00 per month
-----------------	-------------------

The rate per 100 cu. ft. shall be established for each interruptible customer category, at the Company's discretion, and shall be applied to all gas transported under each interruptible category.

The rate shall not be less than \$.010 per 100 cu. ft. or more than the firm transportation rate applicable to customers under Service Classification No. 6. This rate will be determined on the date described in Special Provision Section 9.1.

PSC NO: 12 GAS

LEAF: 172

COMPANY: CENTRAL HUDSON GAS &amp; ELECTRIC CORPORATION

REVISION: 9

INITIAL EFFECTIVE DATE: 01/17/18

SUPERSEDING REVISION: 8

Issued in Compliance with Order in C. 09-M-0311 dated December 19, 2017

**SERVICE CLASSIFICATION NO. 9** (Cont'd)**INTERRUPTIBLE TRANSPORTATION RATE** (Cont'd)**MONTHLY RATE** (Cont'd)1. **Transportation Rate** (Cont'd)A. **Monthly Rate Option** (Cont'd)

For customers eligible for S.C. No. 11, the rate shall not be greater than the transportation rate capped at the applicable S.C. No. 11 rate, as established in Opinion 96-28 in Case 95-G-1034. The annual S.C. No. 11 transportation rate cap shall be determined each January based on customer load data from the previous calendar year. The rate cap will become effective in February and shall remain in effect for the following twelve months.

B. **Seasonal Rate Option**

Customer Charge	\$20.00 per month
-----------------	-------------------

Seasonal transportation rates will be determined in April and October of each year. The rate per 100 cu. ft. established in April for each interruptible customer category will remain in effect from May 1 through October 31. The rate per 100 cu. ft. established in October for each interruptible customer category will remain in effect from November 1 through April 30. Customers operating under the interruptible transportation seasonal rate option will not be eligible for service under Service Classification No. 8 during the term of their interruptible transportation service agreement. Service agreement terms will correspond to the seasonal rate periods.

PSC NO: 12 GAS LEAF: 172.1  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 5  
INITIAL EFFECTIVE DATE: 01/17/2018 SUPERSEDING REVISION: 4  
Issued in Compliance with Order in C. 09-M-0311 dated December 19, 2017

**SERVICE CLASSIFICATION NO. 9** (Cont'd)

**INTERRUPTIBLE TRANSPORTATION RATE** (Cont'd)

**MONTHLY RATE** (Cont'd)

2. **Balancing Service Charge**

The Balancing Service Charge, as described in General Information Section 43, shall apply to all gas consumed by a customer under this Service Classification and shall be billed to the customer.

Customers taking service under this Service Classification will be required to make a semi-annual election to have their gas deliveries and usage balanced on a daily or monthly basis according to the terms of this Service Classification for the following balancing periods:

November 1 - April 30, inclusive  
May 1 - October 31, inclusive

Existing customers will be required to notify the Company in writing, of their selected balancing option for an applicable balancing period on or before the date indicated on the Company's Calendar of Gas Transportation Schedule as defined in General Information Section 2 utilizing Attachment A to the service agreement included in General Information Section 35 or 36, as appropriate.

Absent timely receipt by the Company of notification of a customer's selected balancing option, the customer will be placed on monthly balancing by default.

A customer taking service under this Service Classification will maintain its balancing option for the full duration of the balancing period regardless of whether the customer switches Retail Suppliers, or switches to service under another service classification or its alternate fuel and subsequently returns to service under this Service Classification.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 01/01/14

LEAF: 173  
REVISION: 5  
SUPERSEDING REVISION: 4

**SERVICE CLASSIFICATION NO. 9** (Cont'd)

**INTERRUPTIBLE TRANSPORTATION RATE** (Cont'd)

**BALANCING: Charges for Over- and Under-Deliveries**

All charges resulting from over- or under- deliveries will be billed to a customer's Retail Supplier pursuant to the rates and terms contained herein. If for any reason a Retail Supplier does not pay the charges resulting from over-or under-deliveries however, the Company retains the right to bill the customer for such charges.

Retail Suppliers must have the authority to act as the customer's agent and attorney-in-fact for the purpose of scheduling, balancing and settlement. Retail Suppliers must have signed and delivered a Supplier Operating Agreement Applicable to Interruptible and/or Firm Transport.

Retail Suppliers shall undertake all reasonable efforts to provide the Company with accurate nominations of the customer-owned gas and to balance nominations and deliveries. Any penalty amount paid by the Retail Supplier shall not be construed as giving the Retail Supplier the right to continue to under or over deliver gas.

PSC NO: 12 GAS  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
 INITIAL EFFECTIVE Date: 10/1//2022  
 Issued in Compliance with Order C. 20-G-0429 dated November 18, 2021

LEAF: 173.1  
 REVISION: 6  
 SUPERSEDING REVISION: 5

**SERVICE CLASSIFICATION NO. 9** (Cont'd)

**INTERRUPTIBLE TRANSPORTATION RATE** (Cont'd)

**BALANCING: Charges for Over- and Under-Deliveries** (Cont'd)

A. Daily Balancing

If the amount of gas delivered to the Company for a customer, less any adjustment determined in accordance with Special Provision 9.4, varies from the amount of gas used by the customer on a daily basis, the customer will have an over-delivery or an under-delivery.

I. Over-deliveries - Daily

If on any day a customer's over-delivery is greater than 10% of a customer's actual usage, and the combined over- or under-delivery for all Service Classification Nos. 9 and 11 daily balanced customers is greater than 10%, the over-delivered volumes in excess of 10% will be purchased by the Company at the rates set forth below. The Index Price used to determine the applicable rate shall be equal to a weighted average of the Midpoint rate of Tennessee Zone 4 300 Leg, Millennium East, Iroquois Zone 2, and Algonquin City gates as published in Platt's Gas Daily in the table "Daily Price Survey" under the Citygate heading, plus the Company's weighted average cost of transportation and fuel losses. The winter weighting (November – March) and the summer weighting (April-October) of the Midpoint rates can be found in the Company's Gas Transportation Operating Manual and may be updated on an annual basis. The Company's gas purchases for the twelve months ended March 31 of each year will be reviewed prior to the start of the winter season. If the annual evaluation indicates a variation of any individual pipeline's weighting of plus or minus 10%, the weights of all pipelines would be updated effective November 1.

For Over-Deliveries	Rate
> 10% up to and including 15%	90% of Index Price
> 15% up to and including 20%	85% of Index Price
> 20% - Winter	60% of Index Price
> 20% - Summer	70% of Index Price

PSC NO: 12 GAS LEAF: 173.2  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 7  
 INITIAL EFFECTIVE DATE: 10/1/2022 SUPERSEDING REVISION: 6  
 Issued in Compliance with Order C. 20-G-0429 dated November 18, 2021

**SERVICE CLASSIFICATION NO. 9** (Cont'd)

**INTERRUPTIBLE TRANSPORTATION RATE** (Cont'd)

**BALANCING: Charges for Over- and Under-Deliveries** (Cont'd)

A. **Daily Balancing** (Cont'd)

II. **Under-deliveries - Daily**

If on any day a customer's under-delivery is greater than 10% of a customer's actual usage, and the combined over- or under-delivery for all Service Classification Nos. 9 and 11 daily balanced customers is greater than 10%, the under-delivered volumes in excess of 10% will be sold to the customer by the Company at the rates set forth below. The Index Price used to determine the applicable rate shall be equal to a weighted average of the Midpoint rate of Tennessee Zone 4 300 Leg, Millennium East, Iroquois Zone 2, and Algonquin City gates as published in Platt's Gas Daily in the table "Daily Price Survey" under the Citygate heading, plus the Company's weighted average cost of transportation and fuel losses. The winter weighting (November – March) and the summer weighting (April-October) of the Midpoint rates can be found in the Company's Gas Transportation Operating Manual and may be updated on an annual basis. The Company's gas purchases for the twelve months ended March 31 of each year will be reviewed prior to the start of the winter season. If the annual evaluation indicates a variation of any individual pipeline's weighting of plus or minus 10%, the weights of all pipelines would be updated effective November 1.

For Under-deliveries	Rate
> 10% up to and including 15%	110% of Index Price
> 15% up to and including 20%	115% of Index Price
> 20% - Winter	140% of Index Price
> 20% - Summer	130% of Index Price

III. **Month End Cash Out**

At the end of the month, a customer's cumulative over- or under-deliveries, net of any activity resulting from the daily balancing provisions described above, will be summed into a net imbalance.

(a) **Exchange of Net Imbalances**

A customer or its Retail Supplier may exchange a month-end imbalance with another Service Classification No. 9 or 11 customer or its Retail Supplier. Imbalance position and contact information for each Retail Supplier will be available after the end of the month on the Company's Gas Tracking System. Such exchanges of imbalances shall be accomplished upon notification to the Company of the exchange by the applicable customer, or its designated Retail Supplier, prior to the imbalance resolution due date as shown on the Company's Calendar of Gas Transportation Scheduling as defined in General Information Section 2. The net effect of all imbalance exchanges must improve a customer's or its designated Retail Supplier's, relative imbalance position. In no event will the company process exchanges that result in a larger negative position for the customer, or its designated supplier.

PSC NO: 12 GAS  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
 INITIAL EFFECTIVE DATE: 10/1/2022  
 Issued in Compliance with Order C. 20-G-0429 dated November 18, 2021

LEAF: 173.3  
 REVISION: 5  
 SUPERSEDING REVISION: 4

**SERVICE CLASSIFICATION NO. 9** (Cont'd)

**INTERRUPTIBLE TRANSPORTATION RATE** (Cont'd)

**BALANCING: Charges for Over- and Under-Deliveries** (Cont'd)

A. **Daily Balancing** (Cont'd)

III. **Month End Cash Out** (Cont'd)

(b) **Cash Out**

Any net imbalances which are not resolved through exchange will be cashed out according to the following terms and pricing:

November - March	Over-Deliveries	Under-Deliveries
0% to 5%	Index	Index
5% to 10%	90% of Index	110% of Index
>10%	80% of Index	120% of Index
All Other Months	Over-Deliveries	Under-Deliveries
0% to 10%	Index	Index
>10%	80% of Index	120% of Index

Both the over and under-delivery index price used to determine the applicable rates shall be equal to the monthly average of a weighted average of the Midpoint rate of Tennessee Zone 4 300 Leg, Millennium East, Iroquois Zone 2, and Algonquin City gates as published in Platt's Gas Daily in the table "Daily Price Survey" under the Citygate heading, plus the Company's weighted average cost of transportation and fuel losses. The winter weighting (November – March) and the summer weighting (April-October) of the Midpoint rates can be found in the Company's Gas Transportation Operating Manual and may be updated on an annual basis. The Company's gas purchases for the twelve months ended March 31 of each year will be reviewed prior to the start of the winter season. If the annual evaluation indicates a variation of any individual pipeline's weighting of plus or minus 10%, the weights of all pipelines would be updated effective November 1.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 01/01/14

LEAF: 173.4  
REVISION: 4  
SUPERSEDING REVISION: 3

**SERVICE CLASSIFICATION NO. 9** (Cont'd)

**INTERRUPTIBLE TRANSPORTATION RATE** (Cont'd)

**BALANCING: Charges for Over- and Under-Deliveries** (Cont'd)

B. **Monthly Balancing**

If the amount of gas delivered to the Company for a customer, less any adjustment determined in accordance with Special Provision 9.4, varies from the amount of gas used by the customer for a given month, the customer will have an over-delivery or an under-delivery. Any such over- or under-delivery will be cashed out according to the terms and pricing contained in A. III., Month End Cash Out, of this section.

**MINIMUM CHARGE**

The Customer Charge.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 01/01/14

LEAF: 174  
REVISION: 6  
SUPERSEDING REVISION: 5

**SERVICE CLASSIFICATION NO. 9** (Cont'd)

**INTERRUPTIBLE TRANSPORTATION RATE** (Cont'd)

**INCREASE IN RATES AND CHARGES**

1. The rates and charges under this Service Classification are increased pursuant to General Information, Section 28 to reflect the tax rates applicable within the municipality where the customer takes service.

**TERMS OF PAYMENT**

Bills are due when personally served or three days after mailing. Bills shall be subject to a late payment charge in accordance with General Information, Section 16, if payment is not made by the date specified on the bill which date shall be not less than 20 days from the due date.

**TERM**

As defined within the written service agreement.

**SPECIAL PROVISIONS**

The numbering of the paragraphs hereunder begins with the above Service Classification number.

- 9.1 The Company shall determine the rate per 100 cu. ft. to be charged for the next calendar month under this Service Classification on or before the date shown on the Company's Calendar of Gas Transportation Scheduling as defined in General Information, Section 2.
- 9.2 The customer shall reimburse the Company within ten days of receipt of a statement, for any additional fees, taxes or other charges billed directly to the Company for services regarding transportation of customer-owned gas to the boundary of the Company's service territory.
- 9.3 Customers switching to or from their alternate fuel shall provide the Company with written notification (email notification shall be acceptable) at least one business day prior to such switch.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 01/01/14

LEAF: 175  
REVISION: 4  
SUPERSEDING REVISION: 3

**SERVICE CLASSIFICATION NO. 9** (Cont'd)

**INTERRUPTIBLE TRANSPORTATION RATE** (Cont'd)

**SPECIAL PROVISIONS** (Cont'd)

- 9.4 The customer shall provide the Company gas supplies to compensate the Company for system line losses. The volume of gas associated with system line losses shall be calculated by applying the Company's Factor of Adjustment as defined in General Information, Section 27, to the volume of gas delivered to the Company on behalf of the customer.
- 9.5 Customers can be served by only one Retail Supplier during the month. Customers will not be allowed to change Retail Suppliers after the initial monthly nomination form is received by the Company. For customers operating within a buying group the customer must comply with the switching requirements as defined in General Information, Section 41.
- 9.6 The Company is under no obligation to accept deliveries on behalf of a customer in excess of the maximum daily quantities included in the customer's service agreement.
- 9.7 In the event that the Company must interrupt deliveries of customer-owned gas supplies which have been delivered to the Company on behalf of the customer, the Company will not impose any imbalance penalties associated with that gas supply.
- 9.8 Landlords of industrial and commercial properties, which do not have residential tenants, may file a petition and application to the New York State Public Service Commission requesting permission to submeter gas usage to their tenants. 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.

PSC NO: 12 GAS LEAF: 175.1  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 14  
INITIAL EFFECTIVE DATE: 02/14/17 SUPERSEDING REVISION: 13  
Issued in Compliance with Order in C. 15-G-0185 dated December 16, 2016

**SERVICE CLASSIFICATION NO. 9** (Cont'd)

**INTERRUPTIBLE TRANSPORTATION RATE** (Cont'd)

**SPECIAL PROVISIONS** (Cont'd)

- 9.9 If the Company curtails service and the Customer is not able to meet requirements of the curtailment, the Company will charge the Customer a curtailment penalty charge for all gas consumed by the Customer until the Customer is able to meet the requirements of a curtailment. The curtailment penalty charge for gas consumed will be \$2.50 per Ccf plus the highest price of the natural gas purchased by Central Hudson during the curtailment.
- A Customer that is not able to meet the requirements of a curtailment will also be subject to the following:
- (a). One unannounced curtailment test at the end of January, provided however that such test shall be waived if scheduled to occur within five days of an actual curtailment wherein the Customer was able to meet the requirements of such curtailment;
  - (b). Provision of an affidavit in writing attesting to compliance with the Company's tariff; Customers electing to cease using natural gas when directed to by the Company in lieu of maintaining an alternate fuel inventory are excluded from this provision; and,
  - (c). Provision of the Customer's alternate fuel supplier contact information in the aforementioned affidavit.
- 9.10 If a customer fails to meet the alternate fuel reserve requirement, the Company will charge the customer the greater of 130% of the market price of the customer's alternate fuel or 110% of the applicable tariff rate for natural gas service for all gas consumed until the customer is able to meet the alternate fuel reserve requirement. The daily alternate fuel market price will be as the New York spot \$/MMBtu price of the customer's alternate fuel as published in Platt's Gas Daily in the table "Platt's oil prices" for the day prior to the noncompliance. If the customer's alternate fuel is No. 4 or No. 6 oil, the applicable alternate fuel price will be "1% Resid HP". The curtailment charge is effective for the billing period during which the noncompliance becomes known and for any subsequent periods during which noncompliance continues.
- 9.11 Prior to November 15 of each year, the Company will institute an annual announced system curtailment. Customers will be notified by registered mail that the Company will be conducting a system curtailment. The notification letter will also request information concerning the Customer's alternate fuel supply and arrangements for deliveries during actual curtailment periods, and will request verification and/or update of customer contact information. Customers must reply to the request for information within thirty (30) days of receipt. Failure to reply will subject the Customer to the Company's curtailment charge. In addition, if for any reason the Customer is not able to curtail usage during the annual system curtailment, the Customer will be subject to the Company's curtailment charge, as described above, for all gas consumed by the Customer until the Customer is able to meet the requirements of a curtailment.
- 9.12 If the Customer experiences unanticipated problems when attempting to curtail usage during either an actual curtailment, the annual announced system curtailment or an unannounced curtailment test, the Company, at its sole discretion, may waive the curtailment charge for a period up to four (4) hours as a result of equipment failure as long as the Customer provides the Company with supporting documentation. Penalties will not be waived for Customers that fail to meet the minimum fuel requirements.

PSC NO: 12 GAS LEAF: 175.2  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 9  
INITIAL EFFECTIVE DATE: 10/01/19 SUPERSEDING REVISION: 8

**SERVICE CLASSIFICATION NO. 9** (Cont'd)

**INTERRUPTIBLE TRANSPORTATION RATE** (Cont'd)

**SPECIAL PROVISIONS** (Cont'd)

- 9.13 In the event the Company issues an Operational Flow Order (OFO), the following requirements will remain in effect for the duration of the OFO:
- a) Gas delivered to Central Hudson's system, less any adjustment determined in accordance with Special Provision 9.4, for a daily balanced customer will be required to be within two percent (2%) of the customer's daily usage, and
  - b) The daily cashout tiering provisions of this Service Classification will be revised such that the first tier will apply to daily over- and under-deliveries greater than 2% up to and including 15%, and
  - c) The Company will not issue an OFO simultaneously for under deliveries and over deliveries.
- 9.14 Effective January 1, 2017, the Company will implement daily communication with each specific customer facility locations agreed upon by the customer and the Company, as soon as weather forecasts project outside temperatures to be at or below the temperature specified in accordance with the Company's Gas Transportation Operating Procedures for the upcoming three consecutive days or during times when three days of consecutive customer curtailments occur. Additionally, the Company will contact each specific customer facility location at the end of every curtailment to remind Customers to replenish alternate fuel inventories as needed to maintain minimum levels.
- 9.15 The Company may negotiate, with customers that exhibit the ability to consume at least 400,000 Mcf on an annual basis at one service point, terms and prices that differ from the foregoing base tariff provisions to reflect operational flexibilities. The terms and conditions of such agreements shall be filed with the New York State Public Service Commission as tariff addenda. The Company may not negotiate terms and prices with any of its affiliates.

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..TXT: PSC NO: 12 GAS LEAF: 176  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 1  
INITIAL EFFECTIVE DATE: 03/20/00 SUPERSEDING REVISION: 0  
STAMPS:  
Effective date postponed to 05/20/00. See Supplement No. 1  
RECEIVED: 12/14/99 STATUS: Effective EFFECTIVE: 05/20/00

**SERVICE CLASSIFICATION NO. 10**

**CAPACITY BROKERING**

The assignment of firm or interruptible releasable transportation capacity held by the Company on interstate pipelines. The pipeline capacity releasable, pursuant to this Service Classification, is capacity that is contractually committed to the Company that the Company has determined is available for release. The assignment of transportation capacity entitlement on upstream pipeline(s) shall be at the sole discretion of the Company and will represent capacity considered excess after the needs of the core sales and transportation customers have been met. The terms of this Service Classification are not applicable to customers taking service under Service Classification Nos. 6, 12 and 13 who have chosen to use pipeline capacity under contract to the Company.

**DEFINITIONS**

"The Company" means Central Hudson Gas & Electric Corporation.

"Assignee" means any person who has purchased the Company's available capacity.

"Subsequent Assignee" means any person who enters into a contract with the Assignee in order to take possession of the released capacity. The Subsequent Assignee remains subject to the pipeline's operational provisions as stated in the pipeline tariff and the provisions contained in this tariff.

"Maximum Daily Quantity" (MDQ) means the maximum quantity of natural gas the Assignee can transport to the Delivery Point on any day.

"Capacity Release" means the release of a contractual entitlement to interstate pipeline transportation, pursuant to the terms of the pipeline's effective tariff on file with the Federal Energy Regulatory Commission (FERC).

"Delivery Point" means the point where the interstate pipeline delivers the gas on behalf of the Assignee.

"Upstream Pipeline" means any pipeline on which capacity is assigned under this tariff.

Effective date postponed to 05/20/00. See Supplement No. 1

Issued by: Arthur R. Upright, Senior Vice President, Poughkeepsie, New York

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 01/01/14

LEAF: 177  
REVISION: 3  
SUPERSEDING REVISION: 2

**SERVICE CLASSIFICATION NO. 10 (Cont'd)**

**CAPACITY BROKERING (Cont'd)**

**DEFINITIONS (Cont'd)**

“Recallable Capacity” means released capacity that can be recalled by the Company on two (2) hours notice.

“Capacity Release Agreement” means the agreement entered into between the Company and the Assignee. The Agreement will contain the term of the release, the name of the applicable upstream pipeline, the rate for the release, the volume to be released, and the delivery point.

**CAPACITY RELEASE**

The pipeline capacity releasable, pursuant to this Service Classification, is capacity on interstate pipeline(s) which is contractually committed to the Company that the Company, in its sole discretion, makes available for release. The Company shall determine, periodically and in response to requests, whether capacity is available for release. The Company’s determinations shall be consistent with the Company’s service obligations and the economic interests of its customers as a whole.

The Capacity may be released on a firm or recallable basis. The Company reserves the right to recall any and all capacity in response to a force majeure event that threatens to impair the Company’s ability to fulfill its service obligations.

The Capacity Release shall be subject to the terms and conditions of the Company’s transportation service agreements with the upstream pipeline(s).

The term of release shall be determined by the Company and stated in the Capacity Release Agreement.

The upstream pipeline will bill the Assignee at the agreed upon rate times the maximum daily quantity plus any additional costs or charges associated with the assigned capacity. The Company will receive a credit on its invoice from the upstream pipeline in an amount equal to the agreed upon rate times the maximum daily quantity.

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..TXT: PSC NO: 12 GAS LEAF: 178  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 1  
INITIAL EFFECTIVE DATE: 03/20/00 SUPERSEDING REVISION: 0  
STAMPS:  
Effective date postponed to 05/20/00. See Supplement No. 1  
RECEIVED: 12/14/99 STATUS: Effective EFFECTIVE: 05/20/00

SERVICE CLASSIFICATION NO. 10 (Cont'd)

CAPACITY BROKERING (Cont'd)

SPECIAL PROVISIONS

- 10.1 The Company shall have no obligation to allocate capacity to parties who are not willing to pay the maximum allowed rate, unless all requests for assignment at maximum rates have been satisfied. In the event that insufficient capacity is available to meet all maximum rate bids, the available capacity will be prorated among the parties. In the event that capacity is available after all requests for the capacity at the maximum rate have been satisfied, capacity shall be allocated to the parties in a manner that will be in the best economic interest of the Company.
- 10.2 The Company may assign capacity on either a firm or recallable basis. The Assignee may reassign the capacity to a Subsequent Assignee.
- 10.3 Assignees have the right to permit other parties, as their agents, to administer their contracts for the assigned capacity. An agent may administer the contracts for more than one Assignee. The Assignee must provide notice to the Company that an agency agreement exists, within three (3) days prior to the date the agent will assume responsibility for the contract.
- 10.4 All assignees or their agents must have access to the pipeline information and communication system being used by the Company. The Company is under no obligation to release capacity to parties who do not have access to the pipeline information and communication system.
- 10.5 The Assignee must comply with all terms and conditions contained in the upstream pipeline tariff. The Assignee is responsible for paying for all rates, charges, penalties and fees that may accrue in connection with the released capacity. The Assignee is responsible to balance and correct all imbalances incurred as a result of any assignment of capacity.
- 10.6 The Assignee warrants that it, and/or any Subsequent Assignees, has a good title to all gas delivered, free and clear of all liens, encumbrances, and adverse claims. The Assignee will indemnify the Company and hold the Company harmless against any loss or cost incurred on accounts of such liens, encumbrances or claims.

Effective date postponed to 05/20/00. See Supplement No. 1

Issued by: Arthur R. Upright, Senior Vice President, Poughkeepsie, New York

..DID: 11034  
..TXT: PSC NO: 12 GAS LEAF: 179  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 1  
INITIAL EFFECTIVE DATE: 03/20/00 SUPERSEDING REVISION: 0  
STAMPS:  
Effective date postponed to 05/20/00. See Supplement No. 1  
RECEIVED: 12/14/99 STATUS: Effective EFFECTIVE: 05/20/00

SERVICE CLASSIFICATION NO. 10 (Cont'd)

CAPACITY BROKERING (Cont'd)

SPECIAL PROVISIONS (Cont'd)

- 10.7 The Company and the Assignee shall comply with all applicable terms and conditions of the Order(s) of any governmental and/or regulatory authorities having jurisdiction over such transactions for authorizing this release of capacity, including all reporting requirements.
- 10.8 The Company may terminate any capacity release transaction with the Assignee or Subsequent Assignee that it deems to be inappropriate and/or could subject the Company to imbalance or scheduling penalties without any liability to the Company.
- 10.9 In no event shall the contractual agreement related to the assignment be changed without the written consent of the Company.
- 10.10 The Company reserves the right to demand prepayment of services from any Assignee who has failed to meet their payment obligations to the pipeline(s) or the Company.

Effective date postponed to 05/20/00. See Supplement No. 1

Issued by: Arthur R. Upright, Senior Vice President, Poughkeepsie, New York

..DID: 11035  
..TXT: PSC NO: 12 GAS LEAF: 180  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 1  
INITIAL EFFECTIVE DATE: 03/20/00 SUPERSEDING REVISION: 0  
STAMPS:  
Effective date postponed to 05/20/00. See Supplement No. 1  
RECEIVED: 12/14/99 STATUS: Effective EFFECTIVE: 05/20/00

SERVICE CLASSIFICATION NO. 10 (Cont'd)

CAPACITY BROKERING (Cont'd)

Reserved for future use.

Effective date postponed to 05/20/00. See Supplement No. 1

Issued by: Arthur R. Upright, Senior Vice President, Poughkeepsie, New York

PSC NO: 12 GAS LEAF: 181  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 22  
 INITIAL EFFECTIVE DATE: 12/01/21 SUPERSEDING REVISION: 20  
 Issued in Compliance with Order in C. 20-G-0429 dated November 18, 2021

### SERVICE CLASSIFICATION NO. 11

#### FIRM TRANSPORTATION RATE - Core

#### APPLICABLE TO USE OF SERVICE FOR

Transportation of customer-owned gas to those customers that have the capability of transporting and receiving at one service point 75,000 Mcf or greater per year where:

1. the customer's premises are (a) located adjacent to the Company's existing gas mains having adequate capacity to supply customer's prospective requirements in addition to the simultaneous requirements of present or prospective customers taking firm or interruptible service from such mains; or (b) at other points under arrangements made in accordance with General Information, Section 25; and
2. service is to be provided under an agreement as included in General Information, Section 40.

#### CHARACTER OF SERVICE

Firm transportation service of customer-owned gas which the customer has arranged to have transported to a delivery point at the boundary of the Company's service area. The Company shall control the dispatch of such gas, and dispatch shall be provided as requested by the customer.

Service will be provided off the distribution or transmission system. Service off the distribution system will be provided at one of two levels: (1) "Distribution Large Mains," which will be applicable to customers using over 400,000 Mcf/year and taking service from Company facilities below transmission pressures and from mains at least 6" in diameter, or (2) all other service from Company facilities below transmission pressures.

Pursuant to the Order in Case 14-G-0319, a new subclass, Electric Generation ("SC11EG"), will be established as of July 1, 2015 and will be applicable to electric generation facilities with a minimum generation capacity of 5 megawatts taking service off the transmission system.

#### MONTHLY RATE

The monthly rate billed to customers under this Service Classification will be comprised of six components as applicable: (1) a Transportation Rate (2) a Balancing Service Charge (3) a System Benefits Charge (4) a Gas Bill Credit (5) a Revenue Decoupling Mechanism Adjustment (6) and a Miscellaneous Charge (excluding SC 11 EG) all as defined below.

##### 1. Transportation Rate

	<u>Effective December 1, 2021</u>	<u>Effective July 1, 2022</u>	<u>Effective July 1, 2023</u>
Service Off Distribution System - Large Mains			
Customer Charge per Month	\$7,000	\$7,300	\$7,600
Demand Charge per Ccf over 1,000	\$0.0221	\$0.0256	\$0.0275
Demand Charge per Mcf of MDQ per Month	\$14.31	\$14.99	\$15.48
Service Off Distribution System - Other			
Customer Charge per Month	\$1,500	\$1,800	\$2,100
Demand Charge per Ccf over 1,000	\$0.0370	\$0.0391	\$0.0404
Demand Charge per Mcf of MDQ per Month	\$19.66	\$20.68	\$21.35

PSC NO: 12 GAS LEAF: 181.1  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 12  
 INITIAL EFFECTIVE DATE: 12/01/21 SUPERSEDING REVISION: 10  
 Issued in Compliance with Order in C. 20-G-0429 dated November 18, 2021

**SERVICE CLASSIFICATION NO. 11** (Cont'd)

**FIRM TRANSPORTATION - Core** (Cont'd)

**MONTHLY RATE** (Cont'd)

1. **Transportation Rate** (Cont'd)

	<u>Effective December 1, 2021</u>	<u>Effective July 1, 2022</u>	<u>Effective July 1, 2023</u>
Service Off Transmission System			
Customer Charge per Month	\$4,000	\$4,500	\$4,800
Demand Charge per Ccf over 1,000	\$0.0171	\$0.0182	\$0.0189
Demand Charge per Mcf of MDQ per Month	\$8.40	\$8.93	\$9.23
Electric Generation Facilities			
Customer Charge per Month	\$1,800	\$1,900	\$2,000
Demand Charge per Mcf of MDQ per month	\$12.87	\$14.06	\$15.16

For each Mcf of gas metered on any day in excess of the customer's MDQ there will be a delivery penalty of \$1.00 per Mcf.

2. **Balancing Service Charge**

The Balancing Service Charge, as described in General Information Section 43, shall apply to all gas consumed by a customer under this Service Classification and shall be billed to the customer.

Gas deliveries and usage for customers taking service under SC11EG will be daily balanced. All other customers taking service under this Service Classification will be required to make a semi-annual election to have their gas deliveries and usage balanced on a daily or monthly basis according to the terms of this Service Classification for the following balancing periods:

November 1 - April 30, inclusive  
 May 1 - October 31, inclusive

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 12/01/21  
Issued in Compliance with Order in C. 20-G-0429 dated November 18, 2021

LEAF: 181.1.1  
REVISION: 4  
SUPERSEDING REVISION: 3

**SERVICE CLASSIFICATION NO. 11 (Cont'd)**

**FIRM TRANSPORTATION - Core (Cont'd)**

**MONTHLY RATE (Cont'd)**

Existing customers will be required to notify the Company in writing, of their selected balancing option for an applicable balancing period on or before the date indicated on the Company's Calendar of Gas Transportation Schedule as defined in General Information Section 2 utilizing Attachment A to the service agreement included in General Information Section 40.

Absent timely receipt by the Company of notification of a customer's selected balancing option, the customer will be placed on monthly balancing by default. Effective July 1, 2015, the default position for all new customers will be daily balanced, requiring an affirmative response for the monthly balancing option. Effective July 1, 2015, the Company reserves the right to apply daily balancing on a new SC 11 customer if monthly balancing will negatively impact its ability to maintain gas distribution system reliability.

A customer taking service under this Service Classification will maintain its balancing option for the full duration of the balancing period.

3. **System Benefit Charge**

The charges set forth herein shall be subject to the Systems Benefit Charge as explained in General Information Section 42.

4. **Gas Bill Credit**

The Gas Bill Credit, as described in General Information Section 42.F, shall apply to each Ccf and shall be billed to the customer. The Gas Bill Credit is not applicable to the SC 11 Electric Generation Subclass.

5. **Gas Miscellaneous Charge**

The Gas Miscellaneous Charge, as described in General Information Section 42.G, shall apply to each Ccf and shall be billed to the customer. The Gas Miscellaneous Charge is not applicable to the SC 11 Electric Generation Subclass.

6. **Revenue Decoupling Mechanism (RDM) Adjustment**

The Revenue Decoupling Adjustment, as described in General Information Section 42.G, shall apply to each Ccf and shall be billed to the customer. The Revenue Decoupling Adjustment is not applicable to the SC 11 Electric Generation Subclass.

**BALANCING: Charges for Over- and Under-Deliveries**

All charges resulting from over- or under- deliveries will be billed to a customer's Retail Supplier pursuant to the rates and terms contained herein. If for any reason a Retail Supplier does not pay the charges resulting from over-or under-deliveries however, the Company retains the right to bill the customer for such charges.

Retail Suppliers must have the authority to act as the customer's agent and attorney-in-fact for the purpose of scheduling, balancing and settlement. Retail Suppliers must have signed and delivered a Supplier Operating Agreement Applicable to Interruptible and/or Firm Transport.

Retail Suppliers shall undertake all reasonable efforts to provide the Company with accurate nominations of the customer-owned gas and to balance nominations and deliveries. Any penalty amount paid by the Retail Supplier shall not be construed as giving the Retail Supplier the right to continue to under or over deliver gas.

PSC NO: 12 GAS  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
 INITIAL EFFECTIVE DATE: 10/1/2022  
 Issued in Compliance with Order in C. 20-G-0429 dated November 18, 2021

LEAF: 181.2  
 REVISION: 4  
 SUPERSEDING REVISION: 3

**SERVICE CLASSIFICATION NO. 11** (Cont'd)

**FIRM TRANSPORTATION - Core** (Cont'd)

**BALANCING: Charges for Over- and Under- Deliveries** (Cont'd)

A. **Daily Balancing**

If the amount of gas delivered to the Company for a customer, less any adjustment determined in accordance with Special Provision 11.2, varies from the amount of gas used by the customer on a daily basis, the customer will have an over-delivery or an under-delivery.

I. **Over-deliveries - Daily**

If on any day a customer's over-delivery is greater than 10% of a customer's actual usage, and the combined over- or under-delivery for all Service Classification Nos. 9 and 11 daily balanced customers is greater than 10%, the over-delivered volumes in excess of 10% will be purchased by the Company at the rates set forth below. The Index Price used to determine the applicable rate shall be equal to a weighted average of the Midpoint rate of Tennessee Zone 4 300 Leg, Millennium East, Iroquois Zone 2, and Algonquin City gates as published in Platt's Gas Daily in the table "Daily Price Survey" under the Citygate heading, plus the Company's weighted average cost of transportation and fuel losses. The winter weighting (November – March) and the summer weighting (April-October) of the Midpoint rates can be found in the Company's Gas Transportation Operating Manual and may be updated on an annual basis. The Company's gas purchases for the twelve months ended March 31 of each year will be reviewed prior to the start of the winter season. If the annual evaluation indicates a variation of any individual pipeline's weighting of plus or minus 10%, the weights of all pipelines would be updated effective November 1.

For Over-Deliveries	Rate
> 10% up to and including 15%	90% of Index Price
> 15% up to and including 20%	85% of Index Price
> 20% - Winter	60% of Index Price
> 20% - Summer	70% of Index Price

PSC NO: 12 GAS  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
 INITIAL EFFECTIVE DATE: 10/1/2022  
 Issued in Compliance with Order in C. 20-G-0429 dated November 18, 2021

LEAF: 181.3  
 REVISION: 4  
 SUPERSEDING REVISION: 3

**SERVICE CLASSIFICATION NO. 11** (Cont'd)

**FIRM TRANSPORTATION - Core** (Cont'd)

**BALANCING: Charges for Over- and Under-Deliveries** (Cont'd)

A. Daily Balancing (Cont'd)

II. Under-deliveries - Daily

If on any day a customer's under-delivery is greater than 10% of a customer's actual usage, and the combined over- or under-delivery for all Service Classification Nos. 9 and 11 daily balanced customers is greater than 10%, the under-delivered volumes in excess of 10% will be sold to the customer by the Company at the rates set forth below. The Index Price used to determine the applicable rate shall be equal to a weighted average of the Midpoint rate of Tennessee Zone 4 300 Leg, Millennium East, Iroquois Zone 2, and Algonquin City gates as published in Platt's Gas Daily in the table "Daily Price Survey" under the Citygates heading, plus the Company's weighted average cost of transportation and fuel losses. The winter weighting (November – March) and the summer weighting (April-October) of the Midpoint rates can be found in the Company's Gas Transportation Operating Manual and may be updated on an annual basis. The Company's gas purchases for the twelve months ended March 31 of each year will be reviewed prior to the start of the winter season. If the annual evaluation indicates a variation of any individual pipeline's weighting of plus or minus 10%, the weights of all pipelines would be updated effective November 1.

For Under-deliveries	Rate
> 10% up to and including 15%	110% of Index Price
> 15% up to and including 20%	115% of Index Price
> 20% - Winter	140% of Index Price
> 20% - Summer	130% of Index Price

III. Month End Cash Out

At the end of the month, a customer's cumulative over- or under-deliveries, net of any activity resulting from the daily balancing provisions described above, will be summed into a net imbalance.

(a) Exchange of Net Imbalances

A customer or its Retail Supplier may exchange a month-end imbalance with another Service Classification No. 9 or 11 customer or its Retail Supplier. Imbalance position and contact information for each Retail Supplier will be available after the end of the month on the Company's Gas Tracking System. Such exchanges of imbalances shall be accomplished upon notification to the Company of the exchange by the applicable customer, or its designated Retail Supplier, prior to the imbalance resolution due date as shown on the Company's Calendar of Gas Transportation Scheduling as defined in General Information Section 2. The net effect of all imbalance exchanges must improve a customer's or its designated Retail Supplier's, relative imbalance position. In no event will the company process exchanges that result in a larger negative position for the customer, or its designated supplier.

PSC NO: 12 GAS  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
 INITIAL EFFECTIVE DATE: 10/1/2022  
 Issued in Compliance with Order in C. 20-G-0429 dated November 18, 2021

LEAF: 181.4  
 REVISION: 3  
 SUPERSEDING REVISION: 2

**SERVICE CLASSIFICATION NO. 11** (Cont'd)

**FIRM TRANSPORTATION - Core** (Cont'd)

**BALANCING: Charges for Over- and Under-Deliveries** (Cont'd)

A. **Daily Balancing** (Cont'd)

III. **Month End Cash Out** (Cont'd)

(b) **Cash Out**

Any net imbalances which are not resolved through exchange will be cashed out according to the following terms and pricing:

November - March	Over-Deliveries	Under-Deliveries
0% to 5%	Index	Index
5% to 10%	90% of Index	110% of Index
>10%	80% of Index	120% of Index

  

All Other Months	Over-Deliveries	Under-Deliveries
0% to 10%	Index	Index
>10%	80% of Index	120% of Index

Both the over and under delivery Index Price used to determine the applicable rates shall be equal to the monthly average of a weighted average of the Midpoint rate of Tennessee Zone 4 300 Leg, Millennium East, Iroquois Zone 2, and Algonquin City gates as published in Platt's Gas Daily in the table "Daily Price Survey" under the Citygate heading, plus the Company's weighted average cost of transportation and fuel losses. The winter weighting (November – March) and the summer weighting (April-October) of the Midpoint rates can be found in the Company's Gas Transportation Operating Manual and may be updated on an annual basis. The Company's gas purchases for the twelve months ended March 31 of each year will be reviewed prior to the start of the winter season. If the annual evaluation indicates a variation of any individual pipeline's weighting of plus or minus 10%, the weights of all pipelines would be updated effective November 1.

PSC NO: 12 GAS LEAF: 181.5  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 1  
INITIAL EFFECTIVE DATE: 04/01/07 SUPERSEDING REVISION: 0  
Issued in compliance with Order in C.05-G-0935 dated July 24, 2006

SERVICE CLASSIFICATION NO. 11 (Cont'd)

FIRM TRANSPORTATION - Core (Cont'd)

BALANCING: Charges for Over- and Under-Deliveries (Cont'd)

B. Monthly Balancing

If the amount of gas delivered to the Company for a customer, less any adjustment determined in accordance with Special Provision 9.4, varies from the amount of gas used by the customer for a given month, the customer will have an over-delivery or an under-delivery. Any such over- or under-delivery will be cashed out according to the terms and pricing contained in A. III., Month End Cash Out, of this section.

PSC NO: 12 GAS LEAF: 181.6  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 1  
INITIAL EFFECTIVE DATE: 04/01/07 SUPERSEDING REVISION: 0  
Issued in compliance with Order in C.05-G-0935 dated July 24, 2006

**SERVICE CLASSIFICATION NO. 11** (Cont'd)

**FIRM TRANSPORTATION - Core** (Cont'd)

Reserved for future use.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 08/02/07

LEAF: 182  
REVISION: 1  
SUPERSEDING REVISION: 0

SERVICE CLASSIFICATION NO. 11 (Cont'd)

FIRM TRANSPORTATION - Core (Cont'd)

INCREASE IN RATES AND CHARGES

1. The rates and charges under this Service Classification are increased pursuant to General Information, Section 28, to reflect the tax rates applicable within the municipality where the customer takes service.
2. Commencing May 1, 1996, in addition to the applicable transportation charges under this Service Classification, customers shall also be charged a surcharge in accordance with the New York State Public Service Commission's Opinion and Order, in Case No. 93-G-0932. The Transition Cost surcharge is designed to collect, subject to refund, the transition costs currently being billed to the Company by interstate pipeline suppliers.

TERMS OF PAYMENT

Bills are due when personally served or three days after mailing. Bills shall be subject to a late payment charge in accordance with General Information, Section 16, if payment is not made by the date specified on the bill, which date shall be not less than 20 days from the due date.

TERM

Annually, as defined within the written service agreement. All terms will be renewed annually unless three months prior written notification of termination or change has been provided by Company or Customer.

PSC NO: 12 GAS LEAF: 183  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 4  
INITIAL EFFECTIVE DATE: 04/01/07 SUPERSEDING REVISION: 2  
Issued in compliance with Order in C.05-G-0935 dated July 24, 2006

**SERVICE CLASSIFICATION NO. 11** (Cont'd)

**FIRM TRANSPORTATION - Core** (Cont'd)

**SPECIAL PROVISIONS**

The numbering of the paragraphs hereunder begins with the above Service Classification number.

- 11.1 The customer shall reimburse the Company within ten days of receipt of a statement, for any additional fees, taxes or other charges billed directly to the Company for services regarding transportation of customer-owned gas to the boundary of the Company's service territory.
- 11.2 The customer shall provide to the Company gas supplies to compensate the Company for system line losses. The volume of gas associated with system line losses shall be calculated by applying the Company's Factor of Adjustment as defined in General Information, Section 27, to the volume of gas delivered to the Company on behalf of the customer.
- 11.3 Customer deliveries, less any adjustment determined in accordance with Special provision 11.2, and usage for those customers taking service under special contracts will be balanced on a monthly basis in accordance with the provisions contained in this Service Classification until the conclusion of an existing contract or contract renegotiations, at which time the customer will be required to select either daily or monthly balancing provisions as contained in this Service Classification.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 07/01/15  
Issued in Compliance with Order in C. 14-G-0319 dated June 17, 2015

LEAF: 184  
REVISION: 10  
SUPERSEDING REVISION: 9

**SERVICE CLASSIFICATION NO. 11** (Cont'd)

**FIRM TRANSPORTATION - Core** (Cont'd)

**SPECIAL PROVISIONS** (Cont'd)

11.4 To maintain system reliability, the Company may require the installation of a remote operated valve on the service lateral that supplies the Customer at the Customer's cost. 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. 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.

11.5 For system reliability and deliverability an MDQ will be established and maintained for each customer:

**SC11EG:**

Customers taking service under SC11EG will be required to make an annual MDQ election pursuant to the provisions of the TERM section of this service classification. During an annual term customers will be allowed to exceed the MDQ four times, but not by more than ten percent on each occasion, without an increase to the customer's MDQ. If the MDQ is exceeded five times in an annual term the MDQ will be reset based on the average of the five exceedances and will remain in place for the remainder of the annual term, with the new MDQ subject to the same reset provisions. The Company shall not be obligated to receive during any single hour more than 1/24 of the MDQ. In the event that a customer would like to exceed its MDQ by more than ten percent on a given day, but in no event by more than thirty-three percent, the customer shall make such request to the Company not less than seventy-two hours prior to such day with such request subject to approval by the Company in its sole discretion. The Company may revoke any such approval provided at any time when the Company believes, in its sole judgment, that such revocation is required to protect the operational integrity of the gas system. All deliveries in excess of the MDQ will be subject to the rates of this Service Classification.

**All other Customers:**

During the period November 1 through March 31, the MDQ, as set forth on a customer's service agreement, will be reset each time a customer's usage exceeds the MDQ on five separate days. The average of the five highest demands will establish the new MDQ which will be effective on the first day of the next calendar month. If a customer's usage exceeds the MDQ in effect on November 1 on five or more separate days during the period November 1 through March 31, the average of the five highest demands will establish the new MDQ which will be effective April 1.

The MDQ for a customer taking service under Service Classification No. 11 may be revised downward for a permanent reduction to the gas load on the customer's premises caused by installation of, or modifications to, gas equipment, including the possible installation of a propane-air facility. The amount of such downward adjustment to the MDQ will be reasonably determined based on engineering studies prepared by the customer and furnished to the Company and the Public Service Commission. Any such downward adjustment to the MDQ shall be effective during the first month for which the changes in gas equipment are placed in service. Any Service Classification No. 11 customer proposing to reduce its MDQ based on a propane-air facility will provide the Public Service Commission and the Company written notice at least six months in advance of the date on which the proposed changes in gas equipment will be placed in service.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 07/01/15  
Issued in Compliance with Order in C. 14-G-0319 dated June 17, 2015

LEAF: 185  
REVISION: 3  
SUPERSEDING REVISION: 2

**SERVICE CLASSIFICATION NO. 11 (Cont'd)**

**FIRM TRANSPORTATION - Core (Cont'd)**

**SPECIAL PROVISIONS (Cont'd)**

- 11.6 All customers taking service under this service classification are required to agree to have automated meter recording equipment furnished and installed by the Company at the customer's expense. The provisions included in this service classification require daily monitoring; therefore, all customers operating under this service are required to have installed automated meter recording equipment. The Customer agrees to prepay, to the Company, the cost of the automated meter recording equipment. In addition, the Customer shall furnish an electrical supply and a phone line necessary for the operation of the equipment, in an area which is acceptable to the Company.
- 11.7 Customers can be served by only one Retail Supplier during the month. Customers will not be allowed to change Retail Suppliers after the initial monthly nomination form is received by the Company.
- 11.8 Landlords of industrial and commercial properties, which do not have residential tenants, may file a petition and application to the New York State Public Service Commission requesting permission to submeter gas usage to their tenants. 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.
- 11.9 In the event the Company issues an Operational Flow Order (OFO), the following requirements will remain in effect for the duration of the OFO:
- a) Gas delivered to Central Hudson's system, less any adjustment determined in accordance with Special Provision 11.2, for a daily balanced customer will be required to be within two percent (2%) of the customer's daily usage, and
  - b) The daily cashout tiering provisions of this Service Classification will be revised such that the first tier will apply to daily over- and under-deliveries greater than 2% up to and including 15%, and
  - c) The Company will not issue an OFO simultaneously for under deliveries and over deliveries.

PSC NO: 12 GAS  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
 INITIAL EFFECTIVE DATE: 12/01/21  
 Issued in Compliance with Order in C. 20-G-0429 dated November 18, 2021

LEAF: 186  
 REVISION: 25  
 SUPERSEDING REVISION: 24

**SERVICE CLASSIFICATION NO. 12**

**AGGREGATED FIRM TRANSPORTATION RATE - RESIDENCE**

**APPLICABLE TO USE OF SERVICE FOR**

This rate schedule is available to customers who would otherwise qualify for service under Service Classification No. 1, and who are party to a customer buying group which has the capability of consuming 50,000 Ccf or greater per year. This rate schedule allows for firm transportation service by the Company of customer-owned gas, which the customer buying group has arranged to have transported to a delivery point at the boundary of the Company's service area. This service shall be available to existing firm customers providing the Company has sufficient year-round distribution capacity to transport the gas and providing that customer-owned volumes to be transported are at least 50,000 Ccf per year.

**MONTHLY RATE per 100 CUBIC FEET (Ccf)**

	<u>Effective December 1, 2021</u>	<u>Effective July 1, 2022</u>	<u>Effective July 1, 2023</u>
First 2 Ccf or Less	\$24.25	\$24.25	\$24.25
Next 48 Ccf	\$1.3650	\$1.3890	\$1.3625
Additional Gas, Per Ccf	\$0.7142	\$0.8113	\$0.9479

**INCREASE IN RATES AND CHARGES**

The rates and charges under this service classification are increased pursuant to General Information, Section 28 to reflect the tax rates applicable within the municipality where the customer takes service.

**Other Charges and Adjustments**

The charges set forth herein shall be subject to the Merchant Function Charge, System Benefits Charge, Gas Bill Credit, Revenue Decoupling Mechanism, Transportation Demand Adjustment and Miscellaneous Charge as explained in General Information Section 42.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 12/01/20

LEAF: 187  
REVISION: 16  
SUPERSEDING REVISION: 15

**SERVICE CLASSIFICATION NO. 12**

**AGGREGATED FIRM TRANSPORTATION RATE - RESIDENCE** (Cont'd)

Not in use.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 12/01/21  
Issued in Compliance with Order in C. 20-G-0429 dated November 18, 2021

LEAF: 188  
REVISION: 22  
SUPERSEDING REVISION: 20

**SERVICE CLASSIFICATION NO. 12**

**AGGREGATED FIRM TRANSPORTATION RATE - RESIDENCE**

**WEATHER NORMALIZATION**

The charges set forth herein may be subject to a Weather Normalization Adjustment as explained in General Information, Section 27.

**MONTHLY MINIMUM CHARGE** - \$24.25 effective December 1, 2021, \$24.25 effective July 1, 2022 and \$24.25 effective July 1, 2023 Per Meter Installation, plus other charges and adjustments as applicable.

..DID: 17559  
..TXT: PSC NO: 12 GAS LEAF: 189  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 2  
INITIAL EFFECTIVE DATE: 11/01/01 SUPERSEDING REVISION: 1  
STAMPS: Issued in Compliance with Order in C.00-G-1274 dated October 25, 2001  
RECEIVED: 10/31/01 STATUS: Effective EFFECTIVE: 11/01/01

SERVICE CLASSIFICATION NO. 12

AGGREGATED FIRM TRANSPORTATION RATE - RESIDENCE (Cont'd)

TERM OF SERVICE

A Customer Buying Group's term of service is one year. The termination date of service for individual customers within the Customer Buying Group shall be that of the Customer Buying Group.

TERMS OF PAYMENT

Bills are due when personally served or three days after mailing. Bills shall be subject to a late payment charge in accordance with General Information, Section 16, if payment is not made by the date specified on the bill, which date shall be not less than 20 days from the due date.

SPECIAL PROVISIONS

The numbering of the paragraphs hereunder begins with the above Service Classification number.

- 12.1 The Customer shall provide the Company a volume of gas to compensate the Company for system line losses as defined in General Information, Section 27.
- 12.2 Automated meter recording equipment shall be furnished and installed by the Company at the Customer's expense. Customers who request the use of standard metering equipment, which must be located in an area to which the Company has free access, must also state, in writing, that they are willing to accept the accuracy of the Company's balancing of gas supplies.
- 12.3 A Customer whose annual consumption is greater than 35,000 Ccf may act his own Retail Supplier (Direct Customer) to obtain natural gas supplies from third party suppliers and to have those supplies delivered to the appropriate interconnection points on Central Hudson's system. Those customers acting as Direct Customers and those Retail Supplies representing customers served under this Service Classification must abide by the terms and conditions of the Company's Retail Access Program as defined in General Information Section No. 41.

Issued in Compliance with Order in C.00-G-1274 dated October 25, 2001

Issued by: Arthur R. Upright, Senior Vice President, Poughkeepsie, New York

..DID: 17560  
..TXT: PSC NO: 12 GAS LEAF: 190  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 1  
INITIAL EFFECTIVE DATE: 11/01/01 SUPERSEDING REVISION: 0  
STAMPS: Issued in Compliance with Order in C.00-G-1274 dated October 25, 2001  
RECEIVED: 10/31/01 STATUS: Effective EFFECTIVE: 11/01/01

SERVICE CLASSIFICATION NO. 12

AGGREGATED FIRM TRANSPORTATION RATE - RESIDENCE (Cont'd)

SPECIAL PROVISIONS (Cont'd)

- 12.4 Customers can be served by only a single Retail Supplier during the term of their contract. The customer must comply with the switching requirements as defined in General Information, Section 41.
- 12.5 Customers must reimburse the Company for the replacement cost of fuel associated with the diversion of non-core customers' gas supplies used to meet the firm transportation customers' needs, as described in General Information Section No. 31.

Issued in Compliance with Order in C.00-G-1274 dated October 25, 2001

Issued by: Arthur R. Upright, Senior Vice President, Poughkeepsie, New York

PSC NO: 12 GAS LEAF: 191  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 25  
 INITIAL EFFECTIVE DATE: 12/01/21 SUPERSEDING REVISION: 24  
 Issued in Compliance with Order in C. 20-G-0429 dated November 18, 2021

**SERVICE CLASSIFICATION NO. 13**

**AGGREGATED FIRM TRANSPORTATION RATE – COMMERCIAL AND INDUSTRIAL**

**APPLICABLE TO USE OF SERVICE FOR**

This rate schedule is available to customers who would otherwise qualify for service under Service Classification No. 2, and are party to a customer buying group which has the capability of consuming 50,000 Ccf or greater per year. This rate schedule allows for firm transportation service by the Company of customer-owned gas, which the customer buying group has arranged to have transported to a delivery point at the boundary of the Company's service area. This service shall be available to existing firm customers providing the Company has sufficient year-round distribution capacity to transport the gas and providing that customer-owned volumes to be transported are at least 50,000 Ccf per year.

**MONTHLY RATE per 100 CUBIC FEET (Ccf)**

	<u>Effective December 1, 2021</u>	<u>Effective July 1, 2022</u>	<u>Effective July 1, 2023</u>
First 2 Ccf or Less	\$39.00	\$39.00	\$39.00
Next 98 Ccf	\$0.6800	\$0.6185	\$0.5609
Next 4900 Ccf	\$0.4753	\$0.5106	\$0.5420
Additional Gas, Per Ccf	\$0.3751	\$0.4265	\$0.4805

**INCREASE IN RATES AND CHARGES**

The rates and charges under this service classification are increased pursuant to General Information, Section 28 to reflect the tax rates applicable within the municipality where the customer takes service.

**OTHER CHARGES AND ADJUSTMENTS**

The charges set forth herein shall be subject to the Merchant Function Charge, System Benefits Charge, Gas Bill Credit, Revenue Decoupling Mechanism, Transportation Demand Adjustment, and Miscellaneous Charge as explained in General Information Section 42.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 12/01/20

LEAF: 192  
REVISION: 18  
SUPERSEDING REVISION: 17

**SERVICE CLASSIFICATION NO. 13**

**AGGREGATED FIRM TRANSPORTATION RATE - COMMERCIAL AND INDUSTRIAL (Cont'd)**

Not in use.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 12/01/21  
Issued in Compliance with Order in C. 20-G-0429 dated November 18, 2021

LEAF: 193  
REVISION: 22  
SUPERSEDING REVISION: 20

**SERVICE CLASSIFICATION NO. 13**

**AGGREGATED FIRM TRANSPORTATION RATE – COMMERCIAL AND INDUSTRIAL** (Cont'd)

**WEATHER NORMALIZATION**

The charges set forth herein may be subject to a Weather Normalization Adjustment as explained in General Information, Section 27.

**MONTHLY MINIMUM CHARGE** - \$39.00 effective December 1, 2021, \$39.00 effective July 1, 2022 and \$39.00 effective July 1, 2023 Per Meter Installation, plus other charges and adjustments as applicable.

..DID: 17541  
..TXT: PSC NO: 12 GAS LEAF: 194  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 2  
INITIAL EFFECTIVE DATE: 11/01/01 SUPERSEDING REVISION: 1  
STAMPS: Issued in Compliance with Order in C.00-G-1274 dated October 25, 2001  
RECEIVED: 10/31/01 STATUS: Effective EFFECTIVE: 11/01/01

**SERVICE CLASSIFICATION NO. 13**

**AGGREGATED FIRM TRANSPORTATION RATE - COMMERCIAL AND INDUSTRIAL** (Cont'd)

**TERM OF SERVICE**

A Customer Buying Group's term of service is one year. The termination date of service for individual customers within the Customer Buying Group shall be that of the Customer Buying Group.

**TERMS OF PAYMENT**

Bills are due when personally served or three days after mailing. Bills shall be subject to a late payment charge in accordance with General Information, Section 16, if payment is not made by the date specified on the bill, which date shall be not less than 20 days from the due date.

**SPECIAL PROVISIONS**

The numbering of the paragraphs hereunder begins with the above Service Classification number.

- 13.1 The customer shall provide the Company a volume of gas to compensate the Company for system line losses as defined in General Information, Section 27.
- 13.2 Automated meter recording equipment will be furnished and installed by the Company at the Customer's expense. Customers who request the use of standard metering equipment, which must also state, in writing, that they are willing to accept the accuracy of the Company's balancing of gas supplies.
- 13.3 A customer whose annual consumption is greater than 35,000 Ccf may act as his own Retail Supplier (Direct Customer) to obtain natural gas from third party suppliers and to have those supplies delivered to the appropriate interconnection points on Central Hudson's system. Those customers acting as Direct Customers and those Retail Suppliers representing customers served under this Service Classification must abide by the terms and conditions of the Company's Retail Access Program as defined in General Information Section No. 41.

Issued in Compliance with Order in C.00-G-1274 dated October 25, 2001

Issued by: Arthur R. Upright, Senior Vice President, Poughkeepsie, New York

PSC NO: 12 GAS LEAF: 195  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 17  
INITIAL EFFECTIVE DATE: 12/01/21 SUPERSEDING REVISION: 15  
Issued in Compliance with Order in C. 20-G-0429 dated November 18, 2021

**SERVICE CLASSIFICATION NO. 13**

**AGGREGATED FIRM TRANSPORTATION RATE – COMMERCIAL AND INDUSTRIAL** (Cont'd)

**SPECIAL PROVISIONS**

- 13.4 Customers can be served by only a single Retail Supplier during the term of their contract. The customer must comply with the switching requirements as defined in General Information, Section 41.
- 13.5 Customers must reimburse the Company for the replacement cost of fuel associated with the diversion of non-core customers' gas supplies used to meet the firm transportation customers' needs, as described in General Information Section No. 31.
- 13.6 Landlords of industrial and commercial properties, which do not have residential tenants, may file a petition and application to the New York State Public Service Commission requesting permission to submeter gas usage to their tenants. Such petition and application must address the following four areas of major concern regarding the request to submeter: (1) safety (2) rate 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.
- 13.7 Upon special application, a customer, who has installed gas air conditioning which is separately metered for such service, will be billed at the above rates, except that all consumption over 2 Ccf per month for a consecutive six-month period, starting with bills rendered in May each year, shall be billed at \$0.3751 per Ccf effective December 1, 2021, \$0.4265 per Ccf effective July 1, 2022 and \$0.4805 per Ccf effective July 1, 2023 plus applicable gas supply charge, Merchant Function Charge, System Benefits Charge, Gas Bill Credit, Weather Normalization Adjustment, Revenue Decoupling Mechanism, Miscellaneous Charge and applicable taxes.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 01/01/14

LEAF: 196  
REVISION: 3  
SUPERSEDING REVISION: 2

### **SERVICE CLASSIFICATION NO. 14**

#### **INTERRUPTIBLE TRANSPORTATION SERVICE TO ELECTRIC GENERATION FACILITIES**

##### **APPLICABLE TO USE OF SERVICE FOR**

This rate schedule is available to Electric Generation Facilities (herein called "the Customers") with a minimum generation capacity of 50 megawatts where the Customer's premises are (a) located adjacent to the Company's existing gas mains having adequate capacity to supply the Customer's prospective requirements in addition to the simultaneous requirements of present or prospective customers taking firm service from such gas mains; or (b) at other points under arrangements made in accordance with General Information, Section 25 which warrants provision of the additional facilities required to supply the Customer's prospective requirements by the Company. The natural gas transported under the provisions of this tariff will be used solely to meet boiler-fuel generation requirements.

##### **CHARACTER OF SERVICE**

Interruptible transportation service of customer-owned gas that the customer has arranged to have transported to a delivery point at the boundary of the Company's service territory. The Company will determine the designated receipt point of customer-owned gas receipts. The Company is not obligated to receive deliveries in excess of the Customer's Maximum Daily Quantity (MDQ) as defined in Special Provision 14.10. The customer-owned gas will be converted from the pipeline unit of measurement to the unit of measurement used for billing purposes at the Company's point of receipt. The Company will use the delivering pipeline's average monthly Btu rate for the unit conversion.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 01/01/14

LEAF: 197  
REVISION: 4  
SUPERSEDING REVISION: 3

**SERVICE CLASSIFICATION NO. 14**

**INTERRUPTIBLE TRANSPORTATION SERVICE TO ELECTRIC GENERATION FACILITIES**

(Cont'd)

**MONTHLY RATE COMPONENTS**

1. Fixed Rate: A fixed rate component will be assessed on all gas delivered to the customer. The fixed rate component will be comprised of the following:
  - a. Contribution to Overall System Costs Component equal to \$0.010 per 100 Cu.Ft.
  - b. Marginal System Costs Component which will be equal to the unitized long run incremental cost of building a transmission and high capacity distribution plant. The Marginal System Costs Component will be equal to \$0.017 per 100 Cu.Ft.
2. Variable Rate: A variable rate component, comprised of the Value Added Charge (VAC) will be assessed on all gas delivered to the customer. The Value Added Charge (VAC) reflects projected increases or decreases in the wholesale market price of electricity relative to the changes in the cost of gas generation (Spark Spread expressed in \$/MWh). The VAC is derived from the increase in the Spark Spread from the Base Year to the Test Year as defined hereunder. The Base Year is defined as the twelve months ended November 30, 2000, corresponding to the first full year of the operation of the New York Independent System Operator (NYISO).

The VAC is applicable to all deliveries made by the Company to a customer or to a customer's Minimum Annual Bill hereunder, whichever is greater.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 01/01/14

LEAF: 197.1  
REVISION: 3  
SUPERSEDING REVISION: 2

### **SERVICE CLASSIFICATION NO. 14**

#### **INTERRUPTIBLE TRANSPORTATION SERVICE TO ELECTRIC GENERATION FACILITIES**

(Cont'd)

#### **MONTHLY RATE COMPONENTS** (Cont'd)

2. (Cont'd)

The VAC for each Test Year, comprised of the twelve months ended the preceding December 31, will be calculated as follows: the Reconciliation Charge will be added to or subtracted from the Annual Total VAC for the Test Year. The resulting difference will be divided by the number of Ccf the Company delivered to the customer during the Test Year.

**Monthly Total VAC:** will be calculated by subtracting the Base Year Spark Spread from the Spark Spread for each hour of the Test Year that the generator actually operated. Five percent (5%) of the resulting difference will be multiplied by the customer's MWh Generated Output during the same hour of the Test Year. The resulting products will be summed for each month of the Test Year. If such monthly value is less than or equal to zero, the Monthly Total VAC for that month will be set equal to zero. If such monthly value is greater than zero, such monthly value will be the Monthly Total VAC for that month.

**Annual Total VAC:** will be calculated as the sum of the Monthly Total VAC for the twelve months of the Test Year.

**Reconciliation Charge:** will be calculated by subtracting the total VAC actually collected from the customer during the Collection Period from the total VAC that would have been collected had the VAC been calculated based on the actual Spark Spreads realized during the Collection Period rather than on the Test Year.

**Spark Spread:** will be calculated as the difference between the Market Electric Price and the Fuel Cost of Generation and expressed in \$/Mwh.

**Collection Period:** The Collection Period will be the twelve month period of May 1st through April 30th of the following year.

PSC NO: 12 GAS  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
 INITIAL EFFECTIVE DATE: 01/01/14

LEAF: 197.2  
 REVISION: 3  
 SUPERSEDING REVISION: 2

### SERVICE CLASSIFICATION NO. 14

#### INTERRUPTIBLE TRANSPORTATION SERVICE TO ELECTRIC GENERATION FACILITIES

(Cont'd)

#### MONTHLY RATE COMPONENTS (Cont'd)

2. (Cont'd)

**Test Year:** The Test Year corresponding to each twelve month Collection Period of May 1<sup>st</sup> through April 30<sup>th</sup> of the following year will be the calendar year preceding the Collection Period.

**Base Year:** is defined as the twelve months ended November 30, 2000, corresponding to the first full year of operation of the New York Independent System Operator (NYISO).

**Base Year Spark Spread:** will be calculated as the simple average of the Spark Spread for all 8,784 hours of the Base Year.

**Market Electric Price:** 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 and expressed in \$/MWh.

**Fuel Cost of Generation:** will be determined as the average per dth market cost of gas as reported in Gas Daily as the Transco Zone 6 (NY) midpoint and high price for the day of flow multiplied by the customer's Heat Rate Tier Level, and expressed in \$/MWh.

**Customer's MWh Generated Output:** will be determined as the hourly dth consumption divided by the customer's heat rate and expressed in MWh.

**Customer's Heat Rate Tier Level:** a customer's proxy heat rate will be based on the technology the customer's unit employs:

Tier 1:	17.5 mmBTU/MW-hour for older, simple cycle peaking units (i.e. those units that commenced operation prior to December 31, 1998)
Tier 2:	11.0 mmBTU/MW-hour for Rankine Cycle steam units
Tier 3:	10.0 mmBTU/MW-hour for new, simple cycle peaking units
Tier 4:	7.4 mmBTU/MW-hour for combined cycle plants

PSC NO: 12 GAS  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
 INITIAL EFFECTIVE DATE: 10/1/2022  
 Issued in Compliance with Order in C. 20-G-0429 dated November 18, 2021

LEAF: 198  
 REVISION: 5  
 SUPERSEDING REVISION: 4

### SERVICE CLASSIFICATION NO. 14

#### INTERRUPTIBLE TRANSPORTATION SERVICE TO ELECTRIC GENERATION FACILITIES

(Cont'd)

#### MONTHLY RATE COMPONENTS (Cont'd)

3. The sum of the Fixed and Variable rate components will not exceed the applicable Service Classification No. 9 - Interruptible Transportation rate. The applicable Service Classification No. 9 rate will be determined by the Customer's alternate fuel type. The Service Classification No. 9 - Category 3 rate will be used for customers without an alternate fuel.
4. Balancing Service Charge: The Balancing Service Charge, as described in General Information Section 43, shall apply to all gas consumed by a customer under this Service Classification and shall be billed to the customer.
5. Charges for Over- and Under-Deliveries: If the amount of gas delivered to the Company for a customer, less any adjustment in accordance with Special Provision 14.4, varies from the amount of gas used by the customer on a daily basis, the customer will have an over-delivery or an under-delivery.

Customers shall undertake all reasonable efforts to provide the Company with accurate nominations of the customer-owned gas and to balance nominations and deliveries. Any amounts paid by the customer shall not be construed as giving the customer the right to continue to under or over deliver gas.

#### A. Over-Deliveries – Daily

If on any day a customer's over-delivery is greater than 2% of a customer's actual usage, the over-delivered volumes in excess of 2% will be purchased by the Company at the applicable rates set forth below. The Index Price used to determine the applicable rate shall be equal to a weighted average of the Midpoint rate of Tennessee Zone 4 300 Leg, Millennium East, Iroquois Zone 2, and Algonquin City gates as published in Platt's Gas Daily in the table "Daily Price Survey" under the Citygates heading, plus the Company's weighted average cost of transportation and fuel losses. The winter weighting (November – March) and the summer weighting (April-October) of the Midpoint rates can be found in the Company's Gas Transportation Operating Manual and may be updated on an annual basis. The Company's gas purchases for the twelve months ended March 31 of each year will be reviewed prior to the start of the winter season. If the annual evaluation indicates a variation of any individual pipeline's weighting of plus or minus 10%, the weights of all pipelines would be updated effective November 1.

<b>For Over-Deliveries</b>	<b>Rate</b>
> 2% up to and including 10%	95% of Index Price
> 10% up to and including 15%	90% of Index Price
> 15% up to and including 20%	85% of Index Price
> 20%	60% of Index

PSC NO: 12 GAS  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
 INITIAL EFFECTIVE DATE: 10/1/2022  
 Issued in Compliance with Order in C. 20-G-0429 dated November 18, 2021

LEAF: 198.1  
 REVISION: 3  
 SUPERSEDING REVISION: 2

**SERVICE CLASSIFICATION NO. 14**

**INTERRUPTIBLE TRANSPORTATION SERVICE TO ELECTRIC GENERATION FACILITIES**  
 (Cont'd)

**MONTHLY RATE COMPONENTS** (Cont'd)

5. Charges for Over- and Under-Deliveries: (Cont'd)

Under-Deliveries – Daily

If on any day a customer's under-delivery is greater than 2% of a customer's actual usage, the under-delivered volume in excess of 2% will be sold to the customer by the Company at the rates set forth below. The Index Price used to determine the applicable rate shall be equal to a weighted average of the Midpoint rate of Tennessee Zone 4 300 Leg, Millennium East, Iroquois Zone 2, and Algonquin City gates as published in Platt's Gas Daily in the table "Daily Price Survey" under the Citygates heading, plus the Company's weighted average cost of transportation and fuel losses. The winter weighting (November – March) and the summer weighting (April-October) of the Midpoint rates can be found in the Company's Gas Transportation Operating Manual and may be updated on an annual basis. The Company's gas purchases for the twelve months ended March 31 of each year will be reviewed prior to the start of the winter season. If the annual evaluation indicates a variation of any individual pipeline's weighting of plus or minus 10%, the weights of all pipelines would be updated effective November 1.

<b>For Under-Deliveries</b>	<b>Rate</b>
> 2% up to and including 10%	105% of Index Price
> 10% up to and including 15%	110% of Index Price
> 15% up to and including 20%	115% of Index Price
> 20%	140% of Index

B. Month End Cash Out

At the end of the month, a customer's cumulative over- or under-deliveries, net of any activity resulting from the daily balancing provisions described above, will be summed into a net imbalance.

(a) Exchange of Net Imbalances

A customer may exchange a month-end imbalance with another Service Classification No. 9, 11 or 14 customer or its Retail Supplier. Imbalance position and contact information for each Retail Supplier will be available after the end of the month on the Company's Gas Tracking System. Such exchanges of imbalances shall be accomplished upon notification to the Company of the exchange by the applicable customer, or its designated Retail Supplier, prior to the imbalance resolution due date as shown on the Company's Calendar of Gas Transportation Scheduling as defined in General Information Section 2. The net effect of all imbalance exchanges must improve a customer's or its designated Retail Supplier's, relative imbalance position. In no event will the Company process exchanges that result in a larger negative position for the customer, or its designated supplier.

PSC NO: 12 GAS  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
 INITIAL EFFECTIVE DATE: 10/1/2022  
 Issued in Compliance with Order in C. 20-G-0429 dated November 18, 2021

LEAF: 198.2  
 REVISION: 3  
 SUPERSEDING REVISION: 2

### SERVICE CLASSIFICATION NO. 14

#### INTERRUPTIBLE TRANSPORTATION SERVICE TO ELECTRIC GENERATION FACILITIES

(Cont'd)

#### MONTHLY RATE COMPONENTS (Cont'd)

5. Charges for Over- and Under-Deliveries: (Cont'd)

B. Month End Cash Out (Cont'd)

b) Cash Outs

Any net imbalance will be cashed out according to the following terms and pricing:

All 12 months	Over-Deliveries	Under-Deliveries
0% to 2%	Index	Index
> 2% to 5%	95% of Index	105% of Index
> 5% to 10%	90% of Index	110% of Index
> 10%	80% of Index	120% of Index

C. Month End Cash Out (Cont'd)

Both the over and under delivery Index Price used to determine the applicable rates shall be equal to the monthly average of a weighted average of the Midpoint rate of Tennessee Zone 4 300 Leg, Millennium East, Iroquois Zone 2, and Algonquin City gates as published in Platt's Gas Daily in the table "Daily Price Survey" under the Citygate heading, plus the Company's weighted average cost of transportation and fuel losses. The winter weighting (November – March) and the summer weighting (April-October) of the Midpoint rates can be found in the Company's Gas Transportation Operating Manual and may be updated on an annual basis. The Company's gas purchases for the twelve months ended March 31 of each year will be reviewed prior to the start of the winter season. If the annual evaluation indicates a variation of any individual pipeline's weighting of plus or minus 10%, the weights of all pipelines would be updated effective November 1.

#### MINIMUM ANNUAL BILL

The Customer will be obligated to pay a minimum annual charge for transportation service if the actual annual charges paid by the customer are less than calculated charges determined at the end of each year. The calculated charges will be derived by multiplying 50% of the Customer's projected annual requirements as derived from the Customer's Maximum Daily Quantity (MDQ) by the actual monthly rates which were in effect during the previous twelve-month period. The actual monthly rates to be used in the calculation will be the lower of the actual monthly rates under Service Classification No. 9 or the actual Fixed and Variable rates under this service classification. The Customer will be charged the difference between the actual charges incurred and the calculated charges. Customers will not receive a refund in the event their annual bill was greater than the calculated charges.

#### INCREASE IN RATES AND CHARGES

The rates and charges under this Service Classification shall be increased pursuant to General Information, Section 28 to reflect the tax rates applicable within the municipality where the customer takes service.

Issued by: Christopher M. Capone, Executive Vice President, Poughkeepsie, New York

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 01/01/14

LEAF: 199  
REVISION: 3  
SUPERSEDING REVISION: 2

**SERVICE CLASSIFICATION NO. 14**

**INTERRUPTIBLE TRANSPORTATION SERVICE TO ELECTRIC GENERATION FACILITIES**

(Cont'd)

**TERM OF SERVICE**

The initial term of service is five years.

**TERMS OF PAYMENT**

Bills are due when personally served or three days after mailing. Bills will be subject to a late payment charge in accordance with General Information, Section 16, if payment is not made by the date specified on the bill, which date will not be less than 20 days from the due date.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 01/01/14

LEAF: 200  
REVISION: 2  
SUPERSEDING REVISION: 1

**SERVICE CLASSIFICATION NO. 14**

**INTERRUPTIBLE TRANSPORTATION SERVICE TO ELECTRIC GENERATION FACILITIES**

(Cont'd)

**SPECIAL PROVISIONS**

- 14.1 Service is to be provided on an interruptible basis with a maximum annual interruption rate of 30 days (720 hours).
- 14.2 New or additional connection costs, measuring and regulating equipment and system reinforcements will be paid for by the Customer.
- 14.3 This service is not available for natural gas used for ignition, preheat, thawing or space heating purposes. These uses of natural gas will be considered a core service and will be provided under the Company's applicable core sales service tariff and will be separately metered.
- 14.4 The Customer will provide the Company gas supplies to compensate the Company for system line losses. The gas volumes associated with system line loss will be calculated by applying the Company's Factor of Adjustment as defined in General Information Section 27, to the volume of gas delivered on behalf of the Customer. However, if the Company's Factor of Adjustment is greater than 1%, then the volume provided to compensate the Company for line loss will be 1% of the gas delivered on behalf of the Customer.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 01/01/14

LEAF: 201  
REVISION: 1  
SUPERSEDING REVISION: 0

### **SERVICE CLASSIFICATION NO. 14**

#### **INTERRUPTIBLE TRANSPORTATION SERVICE TO ELECTRIC GENERATION FACILITIES**

(Cont'd)

##### **SPECIAL PROVISIONS (Cont'd)**

- 14.5 Scheduling and nomination procedures will be pursuant to the Gas Industry Standards Board's (GISB) rules and regulations.
- 14.6 The services provided under this tariff require daily monitoring; therefore, all customers operating under this tariff are required to have installed automated meter recording equipment. The automated meter recording equipment will be furnished and installed by the Company at the customer's expense.
- 14.7 The Customer will reimburse the Company within ten days of receipt of any statement, for any additional fees, taxes or other charges billed directly to the Company for services regarding transportation of customer-owned gas to the boundary of the Company's service territory.
- 14.8 The Customer will undertake all reasonable efforts to provide the Company with accurate nominations for deliveries and use of customer-owned gas. Customer-owned gas deliveries, less the provision for line loss, must be within 2% of the Customer's daily requirements. Deliveries in excess or below the 2% tolerance will be subject to the charges contained in this Service Classification's Balancing Provisions.
- 14.9 The Customer will be subject to the curtailment provisions contained in General Information, Section 31.
- 14.10 The Customer's Maximum Daily Quantity (MDQ) is the Customer's estimate of the maximum daily quantity of customer-owned gas that will be delivered to the Company during each month of the upcoming calendar period. This information will be provided by the Customer to the Company prior to the beginning of each calendar period.
- 14.11 The Company may negotiate terms and prices that differ from the foregoing base tariff provisions to reflect bypass and operational flexibilities. The terms and conditions of such agreements shall be filed with the New York State Public Service Commission as tariff addenda. The Company may not negotiate terms and prices with any of its affiliates.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 02/14/17  
Issued in Compliance with Order in C. 15-G-0185 dated December 16, 2016

LEAF: 202  
REVISION: 6  
SUPERSEDING REVISION: 5

**SERVICE CLASSIFICATION NO. 14** (Cont'd)

**INTERRUPTIBLE TRANSPORTATION SERVICE TO ELECTRIC GENERATION FACILITIES** (Cont'd)

**SPECIAL PROVISIONS** (Cont'd)

- 14.12 Customers operating under this service classification must maintain a five-day fuel inventory at maximum winter burn.
- 14.13 If the Company curtails service and the Customer is not able to meet the requirements of the curtailment, the Company will charge the Customer a curtailment penalty charge for all gas consumed by the Customer until the Customer is able to meet the requirements of a curtailment. The curtailment penalty charge for gas consumed will be equal to 120% of the applicable wholesale electric rate at the time of non-compliance, converted to a gas rate.
- A Customer that is not able to meet the requirements of a curtailment will also be subject to the following:
- (a). One unannounced curtailment test at the end of January, provided however that such test shall be waived if scheduled to occur within five days of an actual curtailment wherein the Customer was able to meet the requirements of such curtailment;
  - (b). Provision of an affidavit in writing attesting to compliance with the Company's tariff; Customers electing to cease using natural gas when directed to by the Company in lieu of maintaining an alternate fuel inventory are excluded from this provision; and,
  - (c). Provision of the Customer's alternate fuel supplier contact information in the aforementioned affidavit.
- 14.14 If a customer fails to meet the alternate fuel reserve requirement, the Company will charge the customer the greater of the market price of the customer's alternate fuel or 110% of the applicable tariff rate for natural gas service for all gas consumed until the customer is able to meet the alternate fuel reserve requirement. The daily alternate fuel market price will be as the New York spot \$/MMBtu price of the customer's alternate fuel as published in Platt's Gas Daily in the table "Platt's oil prices" for the day prior to the noncompliance. If the customer's alternate fuel is No. 4 or No. 6 oil, the applicable alternate fuel price will be "1% Resid HP". The customer may be billed back to and including November 1 and until the point the customer complies with the tariff requirements.
- 14.15 Prior to November 15 of each year, the Company will institute an annual announced system curtailment. Customers will be notified by registered mail that the Company will be conducting a system curtailment. The notification letter will also request information concerning the Customer's alternate fuel supply and arrangements for deliveries during actual curtailment periods, and will request verification and/or update of customer contact information. Customers must reply to the request for information within thirty (30) days of receipt. Failure to reply will subject the Customer to the Company's curtailment charge. In addition, if for any reason the Customer is not able to curtail usage during the annual system curtailment, the Customer will be subject to the Company's curtailment charge, as described above, for all gas consumed by the Customer until the Customer is able to meet the requirements of a curtailment.

PSC NO: 12 GAS  
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 02/14/17  
Issued in Compliance with Order in C. 15-G-0185 dated December 16, 2016

LEAF: 203  
REVISION: 6  
SUPERSEDING REVISION: 5

### **SERVICE CLASSIFICATION NO. 14**

#### **INTERRUPTIBLE TRANSPORTATION SERVICE TO ELECTRIC GENERATION FACILITIES**

(Cont'd)

#### **SPECIAL PROVISIONS**

- 14.16 If the Customer experiences unanticipated problems when attempting to curtail usage during either an actual curtailment, the announced annual system curtailment or an unannounced curtailment test, the Company, at its sole discretion, may waive the curtailment penalty charge for a period up to four (4) hours as a result of equipment failure as long as the Customer provides the Company with supporting documentation. Penalties will not be waived for Customers that fail to meet the minimum fuel requirements.
- 14.17 In the event the Company issues an Operational Flow Order (OFO), the following requirements will remain in effect for the duration of the OFO:
- a) Gas delivered to Central Hudson's system, less any adjustment determined in accordance with Special Provision 14.4, for a daily balanced customer will be required to be within two percent (2%) of the customer's daily usage, and
  - b) In the event an over delivery occurs, the customer will incur all charges incurred by the Company as a result of the excess deliveries in addition to the charges as described in Monthly Rate Component 5.A. above, and
  - c) In the event an under delivery occurs, the customer will be assessed a charge of the greater of \$5.00 per 100 Cu. Ft. of the under delivery in addition to the charges described in Monthly Rate Component 5.B. above, or the price per Dekatherm equal to three times the midpoint of the range of prices reported for the applicable pipeline, as published in Gas Daily, converted to a Ccf basis for billing and
  - d) The Company will not issue an OFO simultaneously for under deliveries and over deliveries.
- 14.18 Effective July 1, 2015, the penalty for under delivery during non-operational flow order (OFO) events will be \$2.50 per 100 Cu. Ft. of the under delivery in addition to the charges described in Monthly Rate Component 5.B. above.
- 14.19 To maintain system reliability, the Company may require the installation of a remote operated valve on the service lateral that supplies the Customer at the Customer's cost. 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. 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.
- 14.20 Effective January 1, 2017, the Company will implement daily communication with each specific customer facility location as agreed upon by the customer and the Company, as soon as weather forecasts project outside temperatures to be at or below the temperature specified in accordance with the Company's Gas Transportation Operating Procedures for the upcoming three consecutive days or during times when three days of consecutive customer curtailments occur. Additionally, the Company will contact each specific customer facility location at the end of every curtailment to remind Customers to replenish alternate fuel inventories as needed to maintain minimum levels.

PSC NO: 12 GAS  
CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 01/01/04  
Issued in Compliance with Order in C. 02-M-0515 dated December 3, 2003

LEAF: 204  
REVISION: 1  
SUPERSEDING REVISION: 0

SERVICE CLASSIFICATION NO. 15

DISTRIBUTED GENERATION COMMERCIAL AND INDUSTRIAL

APPLICABLE TO USE OF SERVICE FOR

This rate schedule is available to Electric Generation Facilities (herein called "the Customer" ) with up to a maximum generation capacity of 49 megawatts. Customers operating under this service classification must have an annual load factor greater than fifty (50) percent and must demonstrate that qualifying electric generation equipment has been installed at its location. The Company reserves the right to limit new customers served under this service, if the Company determines that service expansion is detrimental to existing customers. The Company also reserves the right to restrict the location of new customers allowed to take service under this rate with regard to system operation constraints.

CHARACTER OF SERVICE

A. Customers Purchasing Gas Supplies from Central Hudson

Firm Sales Service with continuous natural or manufactured gas having a monthly average heating value of not less than 1,000 Btu. per cu. ft. delivered at a pressure of not less than 4 inches nor more than 12 inches. At the option of the customer, gas will be supplied at from 2 to 30 pounds pressure, where such service is available.

B. Customers Purchasing Gas Supplies from an Alternate Supplier

Firm transportation service with continuous natural or manufactured gas having a monthly average heating value of not less than 1,000 Btu. per cu. ft. delivered at a pressure of not less than 4 inches nor more than 12 inches that the customer has arranged to have transported to a delivery point at the boundary of the Company's service territory. At the option of the customer, gas will be supplied at from 2 to 30 pounds pressure, where such service is available.

PSC NO: 12 GAS

LEAF: 205

CENTRAL HUDSON GAS &amp; ELECTRIC CORPORATION

REVISION: 1

INITIAL EFFECTIVE DATE: 01/01/04

SUPERSEDING REVISION: 0

Issued in Compliance with Order in C. 02-M-0515 dated December 3, 2003

SERVICE CLASSIFICATION NO. 15DISTRIBUTED GENERATION COMMERCIAL AND INDUSTRIALBALANCING PROVISIONS - Applicable to Customers Purchasing Third Party Supplies

## 1. Excess Deliveries

- a. Daily deliveries, less line losses, in excess of the Customer's daily requirements will be subject to the following charges:

First 10%	No Charge
Next 10%	\$0.100 per 100 Cu. Ft. of excess
Remaining excess	\$0.500 per 100 Cu. Ft. of excess

- b. In the event that the excess deliveries occur during a period when the Company or the delivering upstream pipeline has issued an operational flow order the Customer will be charged all penalties incurred by the Company as a result of the excess deliveries in addition to the charges described above.
- c. All excess deliveries will be carried forward to the billing period immediately following and shall be considered the first customer-owned gas used in the billing period.
- d. All Excess Delivery charges discussed above are in addition to the charges for service under this tariff.

## 2. Under-deliveries

- a. Daily deliveries, less line losses, below the Customer's daily requirements will be subject to the following charges:

First 10%	- Daily Weighted Average Cost of System Supplies
Next 10%	- 110% of the Daily Weighted Average Cost of System Supplies
Remaining	- Highest priced gas delivered to Central Hudson's System

- b. In the event that the under-deliveries occur during a period in which the Company or the delivering pipeline has issued an operational flow order, the Customer will be assessed a charge of \$2.50 per 100 Cu. Ft. of the under delivery in addition to the charges described above.

Issued by: Arthur R. Upright, Senior Vice President, Poughkeepsie, New York

PSC NO: 12 GAS LEAF: 206  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 20  
 INITIAL EFFECTIVE DATE: 12/01/21 SUPERSEDING REVISION: 19  
 Issued in Compliance with Order in C. 20-G-0429 dated November 18, 2021

**SERVICE CLASSIFICATION NO. 15** (Cont'd)

**DISTRIBUTED GENERATION COMMERCIAL AND INDUSTRIAL** (Cont'd)

**PRICE PER MONTH**

A. Gas Delivery Charges

	<u>Effective December 1, 2021</u>	<u>Effective July 1, 2022</u>	<u>Effective July 1, 2023</u>
<u>Administration Charge -</u> First 2 Ccf or Less per Month	\$1,200.00	\$1,200.00	\$1,200.00

Volumetric Unit Rate - per 100 cubic feet (Ccf) All Usage above the First 2 Ccf per Month. Applicable to all customers.

	<u>Effective December 1, 2021</u>	<u>Effective July 1, 2022</u>	<u>Effective July 1, 2023</u>
Summer: April through October	\$0.0486	\$0.0557	\$0.0441
Winter: November through March	\$0.0569	\$0.0652	\$0.0517

Demand Charge - per Ccf of MDQ per Month

Customers with DG Units less than 5 MWs	\$0.0000	\$0.0000	\$0.0000
Customers with DG Units equal to or greater than 5 MWs			
Summer: April through October	\$2.1977	\$2.5583	\$2.0291
Winter: November through March	\$2.7838	\$3.2405	\$2.5702

B. Gas Supply Charge - Applicable to Customers purchasing their gas supplies from the Company. The charges set forth herein shall be subject to a Gas Supply Charge as explained in General Information Section 27.

C. Merchant Function Charge – The charges set forth herein shall be subject to the Merchant Function Charge as explained in General Information Section 42.

D. System Benefits Charge – The charges set forth herein shall be subject to the System Benefits Charge as explained in General Information Section 42.

E. Gas Bill Credit - The charges set forth herein shall be subject to the Gas Bill Credit as explained in General Information Section 42.

F. Miscellaneous Charge – The charges set forth herein shall be subject to the Miscellaneous Charge as explained in General Information Section 42.

**INCREASE IN RATES AND CHARGES**

The rates and charges under this service classification are increased pursuant to General Information, Section 28 to reflect the tax rates applicable within the municipality where the customer takes service.

**MINIMUM CHARGE**

The monthly minimum charge shall be the sum of the Administrative and Demand Charge, plus taxes, as applicable.

PSC NO: 12 GAS LEAF: 207  
CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 2  
INITIAL EFFECTIVE DATE: 01/19/04 SUPERSEDING REVISION: 1  
Issued in Compliance with Order in C.02-M-0515 dated December 3, 2003

**SERVICE CLASSIFICATION NO. 15** (Cont'd)

**DISTRIBUTED GENERATION COMMERCIAL AND INDUSTRIAL** (Cont'd)

**TERMS OF PAYMENT**

Bills are due when personally served or three days after mailing. Bills shall be subject to a late payment charge in accordance with General Information Section 16, if payment is not made by the date specified on the bill which date shall be not less than 20 days from the due date.

**TERM**

All terms will be renewed annually. The rates available under this Service Classification will be the ceiling price and will not expire before January 1, 2007.

**LOAD FACTOR**

Each year on the anniversary of the commercial operation of the Customer's distributed generation unit, the Company will calculate the Customer's actual annual load factor. If the Customer's annual load factor, based on their winter peak demand, is not at least 50 percent, the Customer will be transferred to the appropriate firm sales or transportation service for one year, unless there are mitigating circumstances which would argue for allowing the Customer to continue operating under this service classification or returning to this service classification in less than one year, at the discretion of the Company. The calculation of the Customer's load factor will be defined herein as the Customer's annual usage divided by the Customer's peak winter day demand times 365 days.

**DETERMINATION OF DEMAND**

The Customer's Maximum Daily Quantity (MDQ) will be set initially on the fuel requirements of the Customer's installed distributed generation equipment for a twenty-four (24) hour period. Should the Customer's actual usage exceed their MDQ, their MDQ will be deemed to be changed and the MDQ for service and billing purposes will be increased to this new service level.

**SPECIAL PROVISIONS**

The numbering of the paragraphs hereunder begins with the above service classification number.

15.1 Customers operating under this service shall pay for any required system reinforcements, pursuant to General Information Sections 5 and 25.

Issued by: Arthur R. Upright, Senior Vice President, Poughkeepsie, New York

PSC NO: 12 GAS LEAF: 208  
CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 1  
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Issued in Compliance with Order in C.02-M-0515 dated December 3, 2003

**SERVICE CLASSIFICATION NO. 15** (Cont'd)

**DISTRIBUTED GENERATION COMMERCIAL AND INDUSTRIAL** (Cont'd)

**SPECIAL PROVISIONS** (Cont'd)

- 15.2 Customers with equipment rated at 5 megawatts or more will be required to have automated meter recording equipment installed by the Company at the customer's expense. In addition, the Customer will be required to have the electric service and a dedicated phone line installed for the recording equipment.
- 15.3 The charges under this service classification apply only to distributed generation use. Natural gas used by the customer for all other purposes shall be measured and billed separately from this service classification under the appropriate service classification(s).
- 15.4 Customers purchasing their natural gas supplies from Central Hudson will provide the Company a statement of their estimated daily gas requirements ten (10) business days prior to the beginning of the month.
- 15.5 Separate service lines for the distributed generation usage and all other usage shall not be required unless existing facilities are not adequate to deliver the additional supplies.
- 15.6 Customers with distributed generation units equal to or less than five (5) megawatts may, at the Customer's request, be billed at rates applicable to customers with units greater than five (5) megawatts. These customers will be required to have automated meter recording equipment installed by the Company at the customer's expense. In addition, the Customer will be required to have the electric service and a dedicated phone line installed for the recording equipment.
- 15.7 Customers will be subject to the curtailment provisions contained in General Information Section 31. Customers operating under this service classification will have a curtailment priority equivalent to commercial and industrial firm sales or transportation customers, as applicable.
- 15.8 Customers will reimburse the Company within ten days of receipt of any statement, for any additional fees, taxes or other charges billed directly to the Company for services regarding transportation of customer-owned gas to the boundary of the Company's service territory.
- 15.9 If a customer requests service and the Company does not have sufficient upstream pipeline capacity available, the customer must either enter into an agreement with a Retail Supplier with sufficient upstream pipeline capacity or agree to have the Company purchase the upstream pipeline capacity needed to meet the Customer's requirements and the Customer will

PSC NO: 12 GAS LEAF: 209  
CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 1  
INITIAL EFFECTIVE DATE: 01/01/04 SUPERSEDING REVISION: 0  
Issued in Compliance with Order in C.02-M-0515 dated December 3, 2003

**SERVICE CLASSIFICATION NO. 15** (Cont'd)

**DISTRIBUTED GENERATION COMMERCIAL AND INDUSTRIAL** (Cont'd)

**SPECIAL PROVISIONS** (Cont'd)

15.9 (Cont'd)

be required to continue service under this Service Classification for the term of the new upstream pipeline capacity contract. Customers who do not continue service through the term of the capacity contract may be liable for all costs incurred by the Company related to that contract.

15.10 Customers purchasing their natural gas supplies from an alternate supplier shall provide the Company a volume of gas to compensate the Company for system line losses as defined in General Information Section 27.

15.11 Customers purchasing their natural gas supplies from an alternate supplier can only be served by one Retail Supplier during the month. Customers are not allowed to change Retail Suppliers after the initial monthly nomination form is received by the Company.

15.12 Customers purchasing their natural gas supplies from an alternate supplier must follow the scheduling and nomination procedures pursuant to the Gas Industry Standards Board's (GISB) rules and regulations.

15.13 Customers will undertake all reasonable efforts to provide the Company with accurate nominations for deliveries and use of customer-owned gas. Monthly nominations are due on or before the date shown for the "Firm Transportation Enroll/Inform" on the Company's Calendar of Gas Transportation Scheduling as defined in General Information Section 2.

15.14 Customers purchasing their natural gas supplies from an alternate supplier must utilize firm, non-recallable, primary delivery point capacity to the Company's citygate(s) during the months from November through March.

Each Customer choosing to use third party capacity must provide the Company with an affidavit on or before October 1 of each year disclosing that they will maintain firm, non-callable, primary delivery point capacity equal to their MDQ for the period from November 1 through March 31. Demonstration of firm, non-recallable capacity shall consist of an affidavit, signed by an officer, and notarized, setting forth information sufficient to allow the Company to verify that the Customer's alternate supplier does have capacity meeting the requirements set forth above. The Company shall have the right to request additional documentation in support of the affidavit. Price-sensitive or proprietary data may be redacted from any capacity contracts provided to the Company.

Issued by: Arthur R. Upright, Senior Vice President, Poughkeepsie, New York

PSC NO: 12 GAS  
CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 01/01/04  
Issued in Compliance with Order in C.02-M-0515 dated December 3, 2003

LEAF: 210  
REVISION: 1  
SUPERSEDING REVISION: 0

SERVICE CLASSIFICATION NO. 15 (Cont'd)

DISTRIBUTED GENERATION COMMERCIAL AND INDUSTRIAL (Cont'd)

SPECIAL PROVISIONS (Cont'd)

15.14 (Cont'd)

In the event the Retail Supplier cannot obtain capacity or cannot satisfactorily demonstrate, in the manner set forth above, that it has obtained capacity, or in the event the capacity obtained does not meet the criteria set forth above, the Retail Supplier will be assigned the appropriate amount of upstream capacity under contract to the Company. If the Company does not have sufficient capacity available, the customer will be required to either switch to another Retail Supplier with sufficient upstream capacity or agree to have the Company purchase the upstream pipeline capacity needed to meet the customer's requirements and the Customer will be required to continue service under this tariff for the term of the new upstream pipeline capacity. Customers who do not continue service through the term of the capacity contract may be liable for all costs incurred by the Company related to that contract.

15.15 The Company will determine the designated receipt point of customer-owned gas receipts.

15.16 The Company is not obligated to receive deliveries in excess of the Customer's MDQ.

15.17 Customer-owned gas will be converted from the pipeline unit of measurement to the unit of measurement used for billing purposes at the Company's point of receipt. The Company will use the delivering pipeline's average monthly Btu rate for the unit conversion.

15.18 Customers purchasing their natural gas supplies from an alternate supplier must deliver to Central Hudson's citygate a volume of gas for each hour of the day equal to 1/24th of their scheduled daily deliveries.

15.19 Should the Customer take service under this Service Classification for less than one (1) year, the Customer shall reimburse the Company for all costs incurred by the Company related to system upgrades made to meet the needs of the Customer.

PSC NO: 12 GAS

LEAF: 211

CENTRAL HUDSON GAS &amp; ELECTRIC CORPORATION

REVISION: 0

INITIAL EFFECTIVE DATE: 11/02/04

SUPERSEDING REVISION:

Issued in Compliance with Order in C. 02-M-0515 dated August 4, 2004

**SERVICE CLASSIFICATION NO. 16****DISTRIBUTED GENERATION - RESIDENCE****APPLICABLE TO USE OF SERVICE FOR**

This rate schedule is available to customers who would otherwise qualify for service under Service Classification Nos. 1 or 12 and who have demonstrated that qualifying electric generation equipment has been installed at their location. The Company reserves the right to limit new customers served under this service, if the Company determines that service expansion is detrimental to existing customers. The Company also reserves the right to restrict the location of new customers allowed to take service under this rate with regard to system operation constraints.

**CHARACTER OF SERVICE****A. Customers Purchasing Gas Supplies from Central Hudson**

Firm Sales Service with continuous natural or manufactured gas having a monthly average heating value of not less than 1,000 Btu. per cu. ft. delivered at a pressure of not less than 4 inches nor more than 12 inches.

**B. Customers Purchasing Gas Supplies from an Alternate Supplier**

Firm transportation service with continuous natural or manufactured gas having a monthly average heating value of not less than 1,000 Btu. per cu. ft. delivered at a pressure of not less than 4 inches nor more than 12 inches that the customer has arranged to have transported to a delivery point at the boundary of the Company's service territory.

PSC NO: 12 GAS  
 COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
 INITIAL EFFECTIVE DATE: 12/01/21  
 Issued in Compliance with Order in C. 20-G-0429 dated November 18, 2021

LEAF: 212  
 REVISION: 15  
 SUPERSEDING REVISION: 14

**SERVICE CLASSIFICATION NO. 16** (Cont'd)

**DISTRIBUTED GENERATION - RESIDENCE** (Cont'd)

**PRICE PER MONTH**

A. Gas Delivery Charges

	Effective <u>December 1, 2021</u>	Effective <u>July 1, 2022</u>	Effective <u>July 1, 2023</u>
<u>Administration Charge</u> – First 2 Ccf or Less per Month	\$60.81	\$60.82	\$60.82

Volumetric Unit Rate –

per 100 cubic feet (Ccf) All Usage above the First 2 Ccf per Month.

	Effective <u>December 1, 2021</u>	Effective <u>July 1, 2022</u>	Effective <u>July 1, 2023</u>
January through December	\$0.2237	\$0.2622	\$0.3042

B. Gas Supply Charge - Applicable to Customers purchasing their gas supplies from the Company. The charges set forth herein shall be subject to a Gas Supply Charge as explained in General Information Section 27.

C. Transportation Billing Charges - Applicable to Customers purchasing their gas supplies from a Retail Supplier. The charges set forth herein shall be subject to the Transportation Billing Charges as explained in General Information Section 41.

D. Other Charges -The charges set forth herein shall be subject to the Merchant Function Charge, System Benefits Charge, Miscellaneous Charge, and Gas Bill Credit as explained in General Information Section 42.

**INCREASE IN RATES AND CHARGES**

The rates and charges under this Service Classification are increased pursuant to General Information, Section 28 to reflect the tax rates applicable within the municipality where the customer takes service.

**MINIMUM CHARGE**

The monthly minimum charge shall be the Administrative Charge, plus taxes, as applicable.

PSC NO: 12 GAS  
CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 02/01/05  
Issued in Compliance with Order in C.02-M-0515 dated August 4, 2004

LEAF: 213  
REVISION: 1  
SUPERSEDING REVISION: 0

**SERVICE CLASSIFICATION NO. 16** (Cont'd)

**DISTRIBUTED GENERATION - RESIDENCE** (Cont'd)

**TERMS OF PAYMENT**

Bills are due when personally served or three days after mailing. Bills shall be subject to a late payment charge in accordance with General Information Section 16, if payment is not made by the date specified on the bill which date shall be not less than 20 days from the due date.

**TERM**

All terms will be renewed annually. The rates available under this Service Classification will be the ceiling price and will not expire before January 1, 2008.

**QUALIFICATION FOR RATE**

The Company may verify that the Customer is using electric generation equipment through a computer analysis of the Customer's actual usage. If the Customer's annual usage has not increased by a minimum of 25 percent during the 12-month period following the transfer to this Service Classification, the Company may make an on site visit to ensure the presence of the qualifying electric generation equipment.

If the Company deems, through the on site visit, that the customer does not meet the requirements of this Service Classification, the Customer will be transferred to the appropriate firm sales or transportation service for one year, unless there are mitigating circumstances which would argue for allowing the Customer to continue operating under this service classification or returning to this Service Classification in less than one year, at the discretion of the Company.

PSC NO: 12 GAS  
CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
INITIAL EFFECTIVE DATE: 11/02/04  
Issued in Compliance with Order in C.02-M-0515 dated August 4, 2004

LEAF: 214  
REVISION: 0  
SUPERSEDING REVISION:

**SERVICE CLASSIFICATION NO. 16** (Cont'd)

**DISTRIBUTED GENERATION - RESIDENCE** (Cont'd)

**SPECIAL PROVISIONS**

The numbering of the paragraphs hereunder begins with the above service classification number.

- 16.1 In the event that the existing gas facilities are inadequate to meet the anticipated increase in the Customer's load, the Customer must pay for any needed system reinforcements.
- 16.2 Customers operating under this Service Classification are not required to have a separate gas meter for distributed generation service provided that existing facilities are adequate to meet the Customer's total gas needs.
- 16.3 Customers will be subject to the curtailment provisions contained in General Information Section 31. Customers operating under this Service Classification will have a curtailment priority equivalent to residential sales or transportation customers, as applicable.
- 16.4 Customers will reimburse the Company within ten days of receipt of any statement, for any additional fees, taxes or other charges billed directly to the Company for services regarding transportation of customer-owned gas to the boundary of the Company's service territory.
- 16.5 Customers purchasing their natural gas supplies from an alternate supplier will be subject to the same operating provisions that are applicable to residential customers and contained in General Information Section 41 and Service Classification No. 12.