

PSC NO: 4 GAS  
BATH ELECTRIC, GAS AND WATER SYSTEMS  
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## **Bath Electric, Gas & Water Systems**

**(Superseding P.S.C. No. 3 Gas)**

**Schedule  
For  
Gas Service**

**Applicable in  
VILLAGE OF BATH, N.Y.**

**And  
PORTIONS OF THE TOWN OF BATH, N.Y.**

**Effective August 6, 1993**

Issued by Matthew J. Hunter, Director, Bath, N.Y.

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- I. TERRITORY TO WHICH SCHEDULE APPLIES: Village of Bath and portions of the Town of Bath, Steuben County, State of New York.
- II. DEFINITIONS APPLICABLE TO THIS SCHEDULE:
  - A. Main: A pipeline located on a public or private right-of-way which is generally available or used to transport gas to more than one service line.
  - B. Service Line: The piping, including associated metering and pressure reducing appurtenances, that transports gas below grade from a main to the first accessible fitting inside the wall of a customer's building when the 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 wall.
  - C. Cost or expenses: Include all labor, material, and other charges applicable hereto.
  - D. Residential applicant: For purposes of the Home Energy Fair Practices Act, any person who requests gas service at a premises to be used as their residence or the residence of a third party on whose behalf the person is requesting service, as defined in 16 NYCRR §11.2(a)(2).
  - E. Residential Customer: A person who requests gas service at a dwelling for their residential use or the residential use by another person, for which the Company's effective tariff specifies a residential rate. For purposes of the Home Energy Fair Practices Act, a "residential customer" or "current residential customer" includes any person who pursuant to an application for service made by such person, or by a third party on their behalf, is supplied directly by the Company with gas service at a premises used in whole or in part as their residence, as defined in 16 NYCRR §11.2(a)(2).
  - F. Company: The Municipal Utility Commission of the Village of Bath, County of Steuben, State of New York, operating under the name "Bath Electric, Gas & Water Systems.

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- G. Public Right-of-Way: 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.
- H. Adjusted Gas Revenues: The revenue realized from the applicable service classification rates and charges, minus the minimum charge and the cost of gas.
- I. Non-Residential Applicants and Customers:
1. Applicant: A person, corporation, or other entity, who has requested gas service as a non-residential customer.
  2. Customer: A person, corporation, or other entity, supplied by the Company with gas service under the Company's tariff and pursuant to an accepted application for service, and who is not a residential customer as defined in 16 NYCRR §11.
  3. New Customer: A customer who was not the last previous customer at the premises to be served, regardless of whether such customer was or is still a customer of the Company at a different location.
  4. Seasonal Customer: A customer who applies for and receives Company service periodically each year, intermittently during the year or at other irregular intervals.
  5. Short-Term or Temporary Customer: A customer who requested service for a period of time up to two years.
  6. Actual Reading: A meter reading obtained by a Company employee from either the meter or a remote registration device attached thereto.
  7. Access Controller: A party known to the Company to be in control of access to the metering equipment of a non-residential customer, and to have an active account of its own with the Company.

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8. Payment: Considered to be made on the date when it is received by the Company or one of its authorized agents.
9. Late Payment: Any payment made more than 20 calendar days after the payment was due. Payment is due whenever specified by the Company on its bill, provided such date does not occur before personal service of the bill or three calendar days after mailing of the bill.
10. Arrears: Charges for which payment has not been made more than 20 calendar days after payment was due.
11. Delinquent customer: A customer who has made a late payment on two or more occasions within the previous twelve month period.
12. Business Day: Any Monday through Friday when the Company's Commercial Office is open.
13. Deferred Payment Agreement: A written agreement for the payment of outstanding charges over a specified period of time. It must be signed in duplicate by a Company representative and the customer, and each must receive a copy, before it becomes enforceable by either party.
14. Levelized Payment Plan: A billing plan designed to reduce fluctuations in a customer's bill payments due to varying, but predictable, patterns of consumption.
15. Backbill: That portion of any bill, other than a levelized bill, which represents charges not previously billed for a service that was actually delivered to the customer during a period before the current billing cycle. A bill based on an actual reading rendered after one or more bills based on estimated or customer readings (commonly called catch-up bill) which exceeds by 50% or more the bill that would have been rendered under the Company's standard estimation program is presumed to be a back bill.

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16. Tampered Equipment: Any service related equipment or piping, that has been subjected to unauthorized interference so as to reduce the accuracy or eliminate the measurement of the Company's service, or an unauthorized connection occurring after the Company has physically disconnected service.
17. Company Deficiency: Any action or inaction by the Company or one of its authorized agents that does not substantially conform to 16 NYCRR §13, the Company's rules and regulations, tariffs, or written business procedures.

### **III. HOW SERVICE MAY BE OBTAINED:**

- A. Application for Service – Residential: A residential service application may be oral or written. An oral application for service shall be deemed complete when the applicant provides their name, address, telephone number and address of prior account (if any) or prior account number (if any). The Company may require a new 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 or 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 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 served. A written application containing the required information shall be deemed complete when received by the Company.

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- B. Former Indebtedness Paid – 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 their name unless:
1. The applicant makes full payment for residential service provided to any such prior account in their name; or
  2. The applicant agrees to make payments under a deferred payment plan of any amounts due for residential service provided to any prior account in their name; or
  3. The applicant has pending a billing dispute with respect to any amounts due for residential services provided to any account in their 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 Steuben County Social Services Department, 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 Public Service Commission, or its authorized designee directs the provision of service.
  6. The Company shall not be obligated to provide seasonal or short-term service to an applicant who fails to post a lawfully required deposit.
  7. The Company shall be obligated to provide service to any applicant who meets the requirements above within five business days of receipt of a completed application for service except as provided under 16NYCRR §11.3.

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#### **C. Consumer Deposits – Residential:**

1. The Company may require a consumer deposit from new seasonal or short-term residential customers and 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 if such customer:
  - a. 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 bi-monthly bill within fifty days after the bill is due; provided that the Company requests such a deposit within two months of such failure to pay; or
  - b. had utility service terminated for nonpayment during the preceding six months.

Customers included in paragraph 1 above shall be provided a written notice, at least 20 days before a deposit is assessed, that the failure to make a 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 their 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.

2. Deposits from new or current residential customers may not exceed two times the estimated average monthly bill for a calendar year except in the case of gas space heating customers, where a deposit may not exceed two times the estimated average monthly bill for the heating season, to secure payment for services actually rendered, or for the rental of fixtures, instruments and facilities actually supplied.
3. 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.

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4. The Company shall extend service to any new applicant for service who has initiated a complaint on a deposit requested by the Company and shall continue to supply during the resolution of the complaint, provided that such applicant keeps current on bills for service rendered and pays a reasonable amount as a deposit if the complaint challenges only the amount requested.
5. The Company shall allow to each depositor simple interest at a rate per annum prescribed by the Public Service Commission on the amount deposited. Interest shall be paid upon the return of the deposit, or where the deposit has been held for a period of one year, the interest shall be credited to the customer on the first billing for utility service rendered after the end of such period. If the customer is not delinquent in the payment of bills during the one-year period from the payment of the deposit, the deposit shall be refunded promptly without prejudice to the Company's right to require a future deposit in the event that the customer thereafter becomes delinquent.
6. Each depositor, upon ceasing to be a customer, shall promptly receive a refund of such deposit and all accrued interest that has not been refunded or credited, upon submitting the deposit certificate or 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. Thereafter, the Company may again require a deposit as stated herein for residential customers.

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#### **D. Application for Service – Non-Residential:**

##### **1. Extension of Service**

- a. The Company shall either provide or deny service to any applicant as soon as reasonably possible, but no later than 10 calendar days after a receipt of a completed application for service, or such later time as specified by the applicant, except:
  - (1) where prevented by labor strikes, or other work stoppages;
  - (2) where precluded by consideration of public safety;
  - (3) where precluded by physical impediments including:
    - (a) adverse weather conditions;
    - (b) inability to gain access to premises in the possession of the applicant or others;
    - (c) incomplete construction of necessary facilities by the applicant or inspection and certification thereof by the appropriate authorities; or
    - (d) incomplete construction of necessary facilities by the Company.
  - (4) 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.
  - (5) As a prerequisite to accepting an applicant as a customer, and providing service, the Company may require the applicant to:
    - (a) File a written service application containing the 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.

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- (b) Comply with the Company's tariff, or any applicable state or local laws or ordinances;
- (c) Fulfill any applicable requirements of 16 NYCRR §230.

2. Denial of Application:

- a. The Company will not deny an application for service except in a written notice either delivered personally to the applicant or sent to the applicant's current business address or any alternative mailing address provided in the application.
- b. The written notice of denial shall:
  - (1) state the reason(s) for the denial;
  - (2) specify what the applicant must do to qualify for service; and
  - (3) advise the applicant of the right to an investigation and review of the denial by the Commission or its authorized designee if the applicant considers the denial to be without justification, and identify the appropriate address and telephone number of the Commission.
- c. The Company shall advise any applicant who submits an incomplete application, in writing and within three business days after receipt of the application, or the information and/or documents that must be submitted in order for the application to be considered complete. Such notice shall not itself be considered a denial of the application.

E. Former Indebtedness Paid – Non-Residential:

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

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- a. service provided and billed in accordance with 16 NYCRR §13.11 to prior account(s) in the applicant's name or for which the applicant is legally responsible;
- b. other tariff fees, charges, or penalties;
- c. reasonably chargeable material and installation costs relating to temporary or permanent line or main extensions or service laterals as required by Rule IV and authorized under 16 NYCRR §230, provided these costs are itemized and given to the applicant in writing;
- d. special services billable under this tariff, provided these costs are itemized and given to the applicant in writing; and
- e. a security deposit, if requested by the Company in accordance with Rule III.F.
- f. The Company will provide service to any accepted applicant whose application for service was previously denied solely for failure to make full payment as provided in this rule as soon as reasonably possible, but no later than three business days, or such later time as may be specified by the applicant, after payment is made or 10 calendar days after receipt of the original application, whichever is later, except as provided in Rule III.D.1.a.

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#### **F. Security Deposits – Non-Residential:**

##### **1. Deposit Requirements:**

- 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; or
    - (d) who has been rendered a backbill within the last twelve months for previously unbilled charges for service that came through tampered equipment.
- b. The Company shall offer an existing customer, from whom a deposit is required under clauses a.(2).(a) or (b) of this subdivision, the opportunity to pay the deposit in three installments, 50 percent down and two monthly payments of the balance.
- c. A request for a deposit or deposit increase shall be in writing and shall advise the customer:
  - (1) why the deposit is being requested;
  - (2) how the amount of the deposit was calculated;
  - (3) that the deposit is subject to later upward or downward revision based on the customer's subsequent billing history;

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- (4) that the customer may request that the Company review the account in order to assure that the deposit is not excessive;
    - (5) the circumstances under which the deposit will be refunded;
    - (6) that the customer will receive annual notice of the interest credited to the account;
    - (7) about the available deposit alternatives; and
    - (8) that for an existing customer from whom the deposit is being requested because of delinquency or financial condition, the deposit may be paid in three installments.
  - d. The Company shall issue to every customer from whom a deposit is obtained, a receipt showing the date, the account number, the amount received, the form of 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.
2. Deposit Calculation:
- a. The amount of a deposit shall not exceed the cost of twice the customer's average monthly usage, except in the case of customers whose usage varies widely, such as space heating or cooling customers, or certain manufacturing and industrial processors, where the deposit shall not exceed the cost of twice the average monthly usage for the peak season.
  - b. In the case of an existing customer who has 12 months or more billing history, the amount of deposit shall be based on service used during the previous 12 month period as evidenced by the billing history.

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

### **3. Deposit Review**

- a. The Company shall, at the first anniversary of the receipt of the deposit and at least bi-annually thereafter, review the billing history of every customer who has a deposit with the Company, to assure that the amount of the deposit conforms to the limitations contained in Rule F.2 above. This requirement does not limit the right of the Company to review a deposit at any time.
  - (1) If a deposit review shows that the deposit held falls short of the amount that the Company may lawfully require by 25 percent or more, the Company may require the payment of a corresponding additional deposit amount from the customer.
  - (2) If a deposit review shows that the deposit held exceeds the amount that the Company may lawfully require by 25 percent or more, the Company shall refund the excess deposit to the customer in accordance with Rule F.6 of this section.

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- (3) Upon request of a customer for a downward revision of the deposit, which request is substantiated both by the customer's billing history and by a permanent documented change in load and consumption, the Company shall refund any portion of the deposit in excess of the amount the Company may lawfully require in accordance with Rule F.6 of this section.

4. Deposit Alternatives:

- a. The Company shall accept deposit alternatives which provide a level of security equivalent to cash, such as irrevocable bank letters or credit and surety bonds.
- b. The Company may, at its discretion, accept from the customer in lieu of a deposit, a written promise to pay bills on receipt and a written waiver of the customer's right not to be sent a final termination notice until 20 calendar days after payment is due.

5. Interest:

- a. Every cash deposit shall accrue interest at a rate prescribed at least annually by the Commission in light of the current economic conditions and current charges paid for money borrowed by the Company, taking into account the expenses incurred by the Company in obtaining, handling, returning or crediting the sum deposited.
- b. Interest shall be paid to the customer upon the return of the deposit, or where the deposit has been held for a period of one year or more, the interest shall be credited to the customer no later than the first bill rendered after the next succeeding first day of October and at the expiration of each succeeding one year period.

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- c. Interest shall be calculated on the deposit until the day it is applied as a credit to an account or the day on which a refund check is issued. If the deposit is credited in part and refunded in part, interest shall be calculated for each portion up to the day of credit and refund.
- 6. Deposit Return:
  - a. The Company shall return a deposit or a portion thereof plus the applicable interest in accordance with paragraphs b and c of this subdivision, as soon as reasonably possible, but no more than 30 calendar days after:
    - (1) the day an account is closed;
    - (2) the issuance date of the first cycle bill rendered after a three year period during which all bills were timely paid, provided there is no other basis for the Company to request a deposit under Rule F.1.a.(2) of this section; or
    - (3) a review pursuant to Rule F.3 of this section shows that a deposit reduction is warranted.
  - b. A deposit or portion thereof plus the applicable interest that is subject to return under paragraph a. of this subdivision:
    - (1) shall be credited to the account it secured in the amount of any outstanding charges;
    - (2) may be credited to the account it secured in the amount of the next projected cycle bill, if applicable; and
    - (3) may be credited to any other account of the customer not secured by a deposit, in the amount of the arrears on that account.

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- c. If a balance remains after the Company has credited the customer's account(s) in accordance with paragraph b. of this subdivision, a refund check shall be issued to the customer.
- G. Service will be supplied only to customer whose installations are in accordance with Municipal Ordinances.
- H. The customer shall provide a safe and convenient location for the meter, or meters, as approved by this Company, and a service entrance in conformity with standard practice.

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#### **IV. MAINS AND SERVICE LINES:**

- A. When an application for gas service is made to the Company by the owner or occupant of a building situated on property abutting on or having access to any public right-of-way in which the governmental authority having jurisdiction will permit the Company to install and maintain facilities, the Company will render the service requested in accordance with the following rules. If, due to unusual circumstances, the actual cost per foot of a particular installation is greater than two times the Company's average cost per foot of new installations for service for the twelve months ended September 30 of the previous year, the Company may apply to the Public Service Commission for relief from such part of these rules as it deems necessary in order to provide the service.
- B. An applicant shall first have:
1. Assured the Company that they will be a reasonably permanent customer;
  2. Agreed in writing to pay the Company:
    - a. the material and installation costs relating to any portion of the service line, service connections and appurtenant facilities located on their property that exceeds the portion which the Company is required to install without charge;
    - b. any surcharge relating to the portion of the main and appurtenant facilities that exceeds the portion which the Company is required to install without charge; and
    - c. like rates charged to the customers; and
  3. Furnished reasonable security as to the performance of their agreement, if required to do so by the Company.

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- C. The Company will furnish, place and construct all mains, service lines, service connections and appurtenant facilities necessary to render the service requested. The cost and expense which will be paid by the Company include the following:

The amounts paid to governmental authorities for permits to do the work required and all paving charges that are legally imposed by any governmental authority for the repair or replacement of any street or sidewalk disturbed in the course of such installation.

Residential Applicant – Non-Heating The material and installation costs relating to up to 100 feet of total main and service line (service line measured from the centerline of the public right-of-way, or from the main, if it is closer to the customer and if development will be limited to one side of the right-of-way for at least 10 years), service connections and appurtenant facilities, but not less than 100 feet of main (if necessary) plus the length of service line necessary to reach the edge of the public right-of-way.

Residential Applicant – Heating The material and installation costs relating to: (a) up to 100 feet of main and appurtenant facilities; and (b) up to 100 feet of service line (service line measured from the centerline of the public right-of-way, or from the main, if it is closer to the customer and if development will be limited to one side of the right-of way for at least 10 years), service connections and appurtenant facilities; but not less than the length of service line necessary to reach the edge of the public right-of-way.

Non-Residential Applicant The material and installation costs related to: (a) up to 100 feet of main and appurtenant facilities, and (b) any service line, service connections and appurtenant facilities located in the public right-of-way.

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#### **D. Main Extension Surcharge**

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

1. 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 Company lays a main greater than 4 inches in nominal diameter (in the case of low pressure distribution) or greater than 2 inches in nominal diameter (in the case of high pressure distribution), the surcharge shall not exceed 20 percent 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 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.
2. 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.
3. Whenever more than one customer is connected to a main extension, the surcharge shall be so adjusted that the corporation shall not receive in any one calendar year a greater percentage from all customers served from the main extension than that applicable to such extension. The surcharge will be reasonably allocated among the customers being served from the main extension, taking into account the portion of mains and appurtenant facilities which the Company is required to provide without charge to each customer served from such facilities.

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4. Each surcharge shall cease:
    - a. Whenever the length of a main extension required to be provided without charge to all customers served from such extension shall equal or exceed the total length of such extension;
    - b. Whenever the total adjusted gas revenue from all customers served from a main extension equals or exceeds 40 percent of the cost of such extension in excess of that required to be provided without charge, in each of any two consecutive calendar years; or
    - c. After a period of ten years following its commencement.
  5. If the adjusted gas revenue from all customers served from a main extension exceeds the carrying cost of the entire extension, any surcharges (or contributions) paid by such customers during the preceding five years shall be refunded to such customers.
  6. No surcharge will be imposed if the total adjusted gas revenue from all customers served from a main extension is estimated to exceed 40 percent of the actual reasonable cost of such extension in each of any two consecutive calendar years.
- E. Furnishing of Rights of Way or Agreement to Pay Costs
1. Each applicant or customer shall execute and deliver to the Company, free from cost, satisfactory permanent easements or rights-of-way to permit the Company to provide service.
  2. The Company shall not be obliged to provide service any applicant or customer who has neither:
    - a. Delivered to the Company satisfactory permanent easements or rights-of-way; nor
    - b. Requested that the Company obtain such easements or rights-of-way, agreed to pay any costs which the Company incurs in obtaining them and (if required to do so by the Company) furnish reasonable security as to the performance of the Customer's agreement.

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**F. Installation Before Service Required:**

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

**V. INSPECTION, MAINTENANCE AND REPLACEMENT OF FACILITIES:**

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

**VI. TEMPORARY SERVICE:**

Temporary service is non-recurring service intended to be used for a short time only and not to continue in use. Temporary service may include the installation of any extension, service line, setting meters or other work by the Company. Where service is required for a temporary installation, the customer shall pay the entire cost. Payment may be required in advance.

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#### **VII. SPECIAL SERVICE ON CUSTOMER'S PREMISES WITHOUT CHARGE:**

Complaints regarding service interruption or quality of service will be investigated by the Company without charge to the customer. If the cause of the interruption or faulty service is determined to originate on the customer's premises or in the customer's piping or equipment, the Company may, but is not obligated to, make minor or temporary repairs where no materials are required and the amount of labor is only incidental. If the repairs are extensive, ie.; requiring considerable materials and labor, the Company shall refer the customer to a local tradesman.

#### **VIII. SPECIAL SERVICES PERFORMED FOR CUSTOMERS AT A CHARGE:**

Whenever, at the customer's request, the Company is to relocate equipment or facilities to suit the convenience of the customer, the customer shall reimburse the Company the entire cost incurred by the Company.

#### **IX. METERS:**

- A. The Company will furnish and install the meter or meter systems to measure the gas used by the customer. Such meter or meter systems may be installed on the customer's side of the point of supply and shall remain the property of the Company. The customer shall furnish sufficient and proper space for the installation of the meter or meter system.
- B. The customer shall be responsible for the protection of the meters and other Company property located on the premises and shall exercise reasonable to prevent theft of, damage to, or interference with such equipment.
- C. The Company will install, upon request of the customer, as many meters as the customer shall desire, provided that the pipe or piping system connected to each meter or meter system (on the load side) are kept separate from all other systems, in which event the service rendered through each meter or meter system shall be determined separately and billed in accordance with the provisions of the applicable service classification.

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#### **X. METER READING, BILLING AND COLLECTIONS:**

##### **A. Meters, Meter Reading and Billing Period:**

1. The quantity of gas consumed will be ascertained by a meter provided by the Company. The Company will endeavor to read meters at monthly intervals and to render a bill on a monthly basis. Rates and charges stated in the Schedule are on a basis of service through a single meter. The Company may, when in its judgment the conditions warrant, or to improve service, install two or more meters to render service and consolidate the consumption registered by such meters for billing purposes.
2. In accordance with 16 NYCRR §11.30 thru §11.39, and Public Service Law §52, when a tenant's service meter also registers utility service outside the tenant's dwelling, the tenant is not required to pay the charges for that service. The Company will establish an account in the owner's name for all service registered on the shared meter after that date and will rebill for past service in accordance with 16 NYCRR §11.34. A customer may request a copy of the entire rules governing shared meters from the Company.
3. Effective November 29, 1985, as required by Public Service Law §38, the Company shall offer any residential customer, 62 years of age or older, a plan for payment on a quarterly basis of charges for service rendered, provided that such customer's average annual billing is not more than \$150.

##### **B. Meter Reading and Estimated Bills:**

1. Meter Reading – Non-Residential Customers:
  - a. The Company shall make a reading attempt, to obtain an actual reading for every customer's account on a regularly scheduled basis stated in Rule A.1.
  - b. A reading attempt requires that a meter reader visit the premises between 8:00 a.m. and 5:00 p.m. on a business day, and follow any routine access instructions.

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- c. 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;
- d. Where the Company has billed a customer's account based on the readings of a remote registration device for six consecutive months, the Company shall at the time of every subsequent reading attempt and, until successful, try to gain access to and read the meter.
- e. Where the Company has billed a customer's account based on readings provided by the customer 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 shall, within seven calendar days after the last attempt, either make another reading attempt or an appointment with the customer to read the meter.
- f. 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.

#### **2. Estimated Bills:**

Should any meter or measuring device used under an agreement for service for any reason fail to register, for any period of time, the full usage of service by a customer, or if the actual usage of service cannot be obtained because of inability of the Company to read 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.

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#### 3. Estimated Bills – Residential Customers:

- a. Estimated bills may be routinely sent to the customer for a period of four months or two billing periods, whichever is greater.
- b. If no actual reading is obtained after the aforementioned period, the Company shall take reasonable actions to obtain an actual meter reading. Such actions may include, but are not limited to:
  - (1) making an appointment with the customer and/or such person who controls access to the meter, for the reading, at a time which may not be during regular Company business hours; or
  - (2) offering the customer and/or such person who controls access to the meter, the opportunity to phone in meter readings; or
  - (3) providing to the customer and/or such person who controls access to the meter, cards on which they may record the reading and mail it to the Company.

#### 4. No Access Procedure – Residential Customers:

- a. If no actual reading is obtained after bills representing six months or three billing periods of estimated bills, whichever is greater, have been rendered, the Company shall send a notice to the customer or to the person who controls access to the meter, offering a special appointment for a meter reading both during and outside of business hours.
- b. Where the customer resides in multiple dwelling (as defined in the Multiple Dwelling Law or Multiple Residence Law), or in a two-family dwelling that is known by the Company to contain residential units where service is provided through a single meter or meters, and the meter is not in the apartment, the notice shall be sent to the customer and such other person who controls access to the meter.

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- c. 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.
- d. If the Company receives no response after bills representing eight months or four billing periods of estimated bills, whichever is greater, 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 of twenty-five (\$25) dollars will be added to the next bill rendered to the person who controls and refuses to provide access to the meter.
- e. 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 of twenty-five (\$25) dollars 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 letter.
- f. 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 a meter or install a remote reading device. The letter shall state that the court costs will be paid by the person who controls access to the meter.
- g. For seasonal and/or short term customers, an actual meter reading shall be taken upon termination of service.

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- h. 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 (\$100) dollars, whichever is greater, the Company shall notify the customer in writing that they have the right to pay the difference between the estimated charges and the actual charges in regular monthly installments over a reasonable period that shall not be less than three months.
- 5. Estimated Bills – Non-Residential Customers:
  - a. 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 the 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;

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- (5) an actual meter reading was lost or destroyed; provided, however, that an estimated bill for this reason shall be rendered no more than once without the Company initiating corrective action before the rendering of the next cycle bill;
    - (6) an estimated reading has been prescribed or authorized by the 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.
  - b. Every estimated bill shall be calculated in accordance with an established formula or methodology which shall take into account the best available relevant factors for determining the customer's usage.
6. No Access Procedure – Non-Residential Customers:
- a. The Company shall begin providing no access notices commencing with:
    - (1) the fourth consecutive bill estimated pursuant to subparagraph 5.a.(1) or (2); or
    - (2) the tenth consecutive bill estimated pursuant to subparagraph 5.a.(1) or (2) based on a remote registration device or a customer reading.
  - b. The no access notices and charges described in this subdivision shall be directed only to the access controller. In any case where the access controller is not the customer of the subject account, a copy of these no access notices shall also be sent to the customer at the same time.

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- 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 every bill thereafter until access to the customer's meter is provided, but that no charge will be imposed if an appointment is arranged and kept. The notice shall advise the access controller that the Company will arrange a special appointment for a reading of the customer's meter if the access controller calls a specified telephone number. Where the access controller is not the customer of the subject account, the notice shall begin by stating that the Company records indicate that the recipient is the party who controls access to the meter of the customer, specifically identified as to address, part supplied, and account number, and that the Company has not been provided access to the customer's meter as required.

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- (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 shall advise the access controller that the Company will arrange a special appointment for the reading of the customer's meter if the access controller calls a specified number.
  - (3) The third and each successive notice shall advise the access controller of the no access charge that has been added to the access controller's bill and, if the access controller's service can be terminated without obtaining access, shall be accompanied by a final notice of termination for non-access. In any case where the access controller's service cannot be physically terminated without obtaining access, the notice shall advise the access controller that the Company is seeking to obtain a court order to gain access to the customer's meter.
- d. The no access charge shall not exceed \$100.
  - e. No more than \$100 per building or premises shall be added to any single bill of the access controller even though more than one meter is located there.

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- f. The Company may, at its discretion, suspend temporarily the issuance of no access notices and/or penalties under this subdivision if the access controller contacts the Company and provides a legitimate reason for postponing the provision of access; provided, however, that such suspension may not exceed 90 calendar days.

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XI. DELIVERY OF BILLS: Bills will be rendered monthly and may be delivered by:

- A. Depositing the same in a United States Post Office or in a box or chute provided for that purpose by the United States Post Office, addressed to the customer at the premises where the service is taken or another address designated in writing by the customer.
- B. By leaving the same at the building where service is taken.

XII. BACKBILLING – NON-RESIDENTIAL CUSTOMERS:

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 reason(s) the Company did not limit the backbill under Rule A.3. of this subsection.
- 2. Every backbill shall contain or be accompanied by all required information applicable under 16 NYCRR §13.11 – Contents of Bill.
- 3. Every backbill covering more than a one month period, other than a catch-up backbill, shall contain a notice that the customer may obtain upon request a detailed billing statement showing how the charges were calculated, including any late payment charges. All catch-up backbills shall clearly indicate how the backbill was calculated, whether as if the service were used during the current cycle, or as if redistributed back to the last actual reading.
- 4. A backbill shall be accompanied by an offer of a deferred payment agreement in accordance with Rule XIX.E, if applicable.

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#### **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 shall not upwardly revise a backbill unless the first backbill explicitly stated that the Company reserved the right to do so, the revised backbill is rendered within 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.
4. The Company shall not render a backbill for any underbilling when the reason for the underbilling is apparent from the customer's service application, or could have been revealed in a service application and the Company failed to obtain and retain one.

#### **C. Limitations on Backbilling Period:**

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

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

#### **XIII. LEVELIZED PAYMENT PLAN – NON-RESIDENTIAL CUSTOMERS:**

- A. Obligation to Offer: The Company shall provide a written notice offering a voluntary levelized payment plan designed to reduce fluctuations in payments caused by seasonal pattern of consumption to its eligible customers at least once in each 12 month period.
- B. Eligibility: The Company shall offer a levelized payment plan to all non-residential customers except:
  1. customers who have less than 12 months of billing history at the premises;
  2. seasonal, short-term or temporary customers;
  3. customers who have arrears;
  4. interruptible, temperature-controlled or dual-fuel customers;
  5. customers who, for any reason, ceased being billed on a previous levelized payment plan before the end of the plan year in the past 24 months; or
  6. customers whose pattern of consumption is not sufficiently predictable to be estimated on an annual basis with any reasonable degree of certainty.

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#### **C. Removal from Levelized Payment Plan:**

1. A customer may request that the Company remove the customer from the levelized payment plan to reinstate regular billing at any time, in which case the Company may immediately render a final levelized settlement bill, and shall do so no later than by the time of the next cycle bill that is rendered more than 10 business days after the request.
2. The Company may only remove a customer from the levelized payment plan if the customer becomes ineligible under subdivision B of this section and the Company has given the customer an opportunity to become current in payment if delinquency is the cause of the customer's ineligibility, provided further that such opportunity need only be given once in any 12 month period.

#### **XIV. INTEREST ON CUSTOMER OVERPAYMENTS:**

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

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

The rate of interest on customer overpayments shall be the greater of the unadjusted customer deposit rate specified by the Commission or the applicable late payment rate, if any for the service classification under which the customer was billed. Interest shall be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment was refunded.

The Company shall be required to pay interest on any customer refunds that occurred on or after March 20, 1984, except where customer overpayments are refunded within 30 days after such overpayment is received by the Company.



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**XV. CONTENTS OF BILLS – NON-RESIDENTIAL CUSTOMERS:**

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

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#### **XVI. DISCONTINUANCE OR WITHHOLDING OF SERVICE – RESIDENTIAL:**

- A. Discontinuance of Service by the Customer: The customer may discontinue service at any time by giving either written or verbal notice to the Company.
- B. 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 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.

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

- C. Notice of Discontinuance – Format: Every notice indicating discontinuance of service will:
  - 1. Clearly indicate in non-technical language:
    - a. the reason for service discontinuance;
    - b. the total amount required to be paid indicating the amount for which the customer's account is either in arrears or the required deposit, if any, which must be posted by the customer, or both;
    - c. a method whereby the customer may tender payment of the full sum due and owing, including any required deposit, to avoid the discontinuance of service; and
    - 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 their account; and
    - e. the earliest date on which discontinuance may be attempted; and

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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 protection available to them together with a notice that any customer eligible for such protection should contact the Company.
- D. Verification of Delinquent Account Prior to Discontinuances: The Company will not discontinue service for non-payment of bills rendered or for failure to post a required deposit unless:
1. it has verified that a 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.
- E. 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 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.

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

The Company shall not discontinue service to any residential customer for non-payment of bills or for failure to post a required deposit on a Friday, Saturday, Sunday, public holiday, day immediately preceding a public holiday, day on which the main business office of the Company is not open for business, or during a two-week period encompassing Christmas and New Year's Day. 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 a.m. and 4:00 p.m.

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

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

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

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

**I. Discontinuance of Service to Entire Multiple Dwellings:**

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

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**J. Discontinuance of Service to Two-Family Dwellings:**

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

**K. Subsections D through H above 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 notice required in Subsections I and J shall be provided not less than 30 days before the intended termination.

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

**M. Termination of Residential Service – Special Procedures: Special emergency procedures, required by 16 NYCRR §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 Public Service Commission and are available to the public upon request at the Company offices where application for service may be made.

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- N. Dangerous or Unsafe Conditions: Customers are required to give immediate notice at the office of the Company of any gas, as no deduction will be made from the registration of the meter. In case of leak, the meter valve must be immediately closed, and no flame taken near the leak until after full and free ventilation. Should any leak in the mains, pipes, service pipes, fixtures, or connections be reported to, or discovered by an employee of the Company, the Company shall have the right to shut off the supply of gas until satisfactory repairs have been made. The Company may discontinue service forthwith and without notice if necessary to protect the Company from abuse.

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#### **XVII. RECONNECTION/COMPLAINTS – RESIDENTIAL CUSTOMERS:**

##### **A. Reconnection of Service – Residential Customers:**

1. Where a customer's service is discontinued for non-payment for bills, the Company reserves the right to furnish service to the residential customer at the same or any other location until:
  - a. The Company receives the full amount of arrears for which service was terminated; or
  - b. 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
  - c. Upon the direction of the Commission or its designee; or
  - d. Upon the receipt by the Company of a commitment of a direct payment or written guarantee of payment from the social services official of the social services district in which the customer resides; or
  - e. Where the Company has notice that a serious impairment to health or safety is likely to result if service is not reconnected. Doubts as to whether reconnection of service is required for health or safety reasons shall be resolved in favor of reconnection.
2. The Company shall reconnect service, unless prevented by circumstances beyond its control, to any disconnected residential customer not more than 24 hours after the above conditions of Section A of this section have been satisfied. Whenever circumstances beyond the Company's control prevent reconnecting of service within 24 hours, service shall be reconnected within 24 hours after those circumstances cease to exist.

##### **B. Complaint Procedures – Residential**

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 and 275.

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The Company will not discontinue service regarding a disputed bill or deposit until it has complied with said Commission rules.

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

#### **XVIII. DEFERRED PAYMENT AGREEMENT – RESIDENTIAL:**

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

##### **A. 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.

##### **B. Written Offers:**

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



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#### **C. 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 their 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.

#### **D. The Standard Agreement:**

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

1. 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 use, whichever is greater, or if the amount covered by the agreement is less than one-half of one month's average usage, 50 percent of such amount; and
2. monthly installments up to the cost of one-half of one month's average use or one-tenth of the balance, whichever is greater.

#### **E. Entering the Agreement:**

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

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**F. Renegotiating Agreements:**

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

**G. Broken Agreements:**

If a customer fails to make timely payments 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 20<sup>th</sup> 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 §11.10 and Section XVI of this tariff.

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**XIX. DISCONTINUANCE OF SERVICE – NON-RESIDENTIAL:**

**A. Termination of Service:**

**1. Conditions for Termination:**

- a. Except in the case of tampered equipment as provided by paragraph 2. Of this rule and Rule XIX.C, the Company will only terminate service to a customer if it provides advance final notice of the termination and fulfills all other requirements of this rule when the customer:
  - (1) fails to pay any tariff charge due on the customer's account for which a written bill itemizing the charge, in conformance with 16 NYCRR §13.11 regarding contents of bill, has been sent, except for charges that reflect service used more than six years prior to the time the bill first containing these charges was rendered, which charges must be pursued by other methods of collection.
  - (2) fails to pay amounts due under a deferred payment agreement;
  - (3) fails to pay a security deposit in accordance with Rule III.F;
  - (4) fails to provide reasonable access to the premises for necessary or proper purposes in connection with rendering of service, including meter installation, reading or testing, or the maintenance, or removal, or securing, of the Company's property, so long as the requirements of Rule X.B.6 have been met, and the customer has not advised the Company that the customer does not and who does have control over access; or
  - (5) fails to comply with a provision of the Company's tariff which permits the Company to refuse to supply or to terminate service.

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

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2. Final Notice of Termination:

- a. A final notice of termination shall state:
  - (1) the reason(s) for termination, including the total amount required to be paid, if any, and the manner in which termination may be avoided;
  - (2) the earliest date on which termination may occur;
  - (3) the address and phone number of the office of the Company that the customer may contact in reference to customer's account;
  - (4) that the Company procedures are available for considering customer complaints prior to discontinuance;
  - (5) that Commission procedures are available for considering customer complaints when a customer is not satisfied with the Company's handling of the complaint, including the address and phone number of the appropriate Commission office;
  - (6) that it is a termination notice which should be brought to the attention of the Company when the bill is paid;
  - (7) that payment of the charges with a check that is subsequently dishonored may result in immediate termination of service without further notice, if applicable; and
  - (8) that at the time the Company goes to the premises to terminate service, it may require any payment to be made with cash, certified check, or money order if the customer has, within the last 24 months, paid with a check that was dishonored.
- b. A final notice of termination may contain any additional information not inconsistent with this rule.

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- c. A final notice of termination may not be issued or sent unless at least 20 calendar days have elapsed from the date payment was due, or the date given in a written notice to cure a tariff violation, or, as provided in Rule X.B.6.c.(3), where the reason for the notice is the failure to provide access, except that a final notice of termination for non-payment may be issued or sent on or after the date payment was due in the following circumstances:
  - (1) when any portion of the charge that the customer has failed to pay is for unmetered service that was being supplied through tampered equipment and for which an unmetered service bill in accordance with 16 NYCRR §13.11(e) has been rendered;
  - (2) when the charge that the customer has failed to pay is the installment amount due in accordance with a deferred payment agreement; or
  - (3) when the Company has accepted a written waiver of the customer's right not to be sent a termination notice in accordance with the provisions of Rule III.F.4.b.
- d. A final notice of termination shall not be sent while a complaint is pending before the Company or the Commission for non-payment of the disputed charges or for any other reason that is the subject of the complaint as provided in 16 NYCRR §12.3. Nothing in this rule bars the Company from sending such notice for non-payment of undisputed charges or for reasons not at issue in the complaint.

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3. Physical Termination of Service:

- a. The Company shall not terminate service for the reasons set forth in Rule A.1.a. of this Section:
  - (1) for five calendar days after a final notice of termination has been personally served upon the customer; or
  - (2) for eight calendar days after a final notice of termination has been mailed to the customer at the location where service is rendered or to any alternative address for mailing purposes previously provided to the Company.
- b. The Company shall not terminate service under this rule on:
  - (1) a Saturday or Sunday;
  - (2) a Public Holiday as defined in the General Construction Law;
  - (3) a day on which the business offices of the Company are closed for business; or
  - (4) a day on which the Public Service Commission is closed.
- c. On days when termination may occur, the Company may terminate service between the hours of 8:00 a.m. to 6:00 p.m., except that on days preceding the days listed in paragraph 2. Of this rule, termination may only occur after 3:00 p.m. if the customer or any person in charge of the premises is informed prior to termination in a personal contact that termination is about to occur and the Company is prepared to accept a check for any payment required to avoid termination.
- d. The Company shall not terminate service unless it shall have verified on the day termination is scheduled that payment has not been posted to the customer's account as of the opening of business on that day, or shall have complied with procedures established pursuant to Rule A.4.b. of this Section.

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- e. Consistent with this rule, the Company shall strive to physically terminate service whenever a final notice of termination is sent.
  - f. The Company shall not terminate service more than 60 calendar days after issuance of the final termination notice, unless it has during that time, issued a termination reminder notice that states the current arrears due, if applicable. The Company shall not terminate service more than 90 calendar days after issuance of the final termination notice unless it has, during that time, issued a termination reminder notice that contains all the information required in Rule A.2. of this Section.
  - g. The Company shall not terminate service while a complaint is pending before the Company or the Commission and for eight calendar days after resolution by the Company or by the Commission or its authorized designee, for non-payment of the disputed charges or for any reason that is the subject of the complaint as provided in 16 NYCRR §12.3. Nothing in this rule bars the Company from termination for non-payment of undisputed charges or for reasons not at issue in the complaint.
4. Rapid Posting of Payments:
- The Company shall establish written procedures to ensure that any payments made in response to final notices of termination when the customer brings the fact that such a notice has been issued to the attention of the Company or its collection agents:
- a. are posted to the customer's account on the day payment is received; or
  - b. are processed in some manner so that termination will not occur.

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5. Payment at the Time of Termination:

- a. If a customer claims, at the time that termination for non-payment is to take place, that payment has already been made and produces a written business record of payment, or claims that there is a complaint pending before the Company or the Commission with regard to the charges demanded, the Company's field representative shall make a reasonable effort to verify this information with the Company office representative and shall not terminate service for non-payment of any verified disputed amount.
- b. If a customer offers payment of the full amount that forms the basis for a scheduled termination at the time of termination, the Company representative shall accept such payment and not terminate service.
- c. If an eligible customer signs a deferred payment agreement in accordance with Rule XIX.E for the full amount that forms the basis for the scheduled termination and offers payment of the required downpayment at the time of termination, the Company representative shall accept such downpayment 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.
- d. If a customer has, within the last 24 months, paid for a service with a check that was dishonored, the Company has the right to accept only cash, certified check, or money order as payment under paragraphs b. or c. of this rule.
- e. Whenever payment is made at the time of termination, the Company's field representative shall provide a customer with a receipt showing the date, the account number, the amount received, the form of the payment and either the name or identification number of the Company representative.

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6. Dishonored Checks:

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

7. Applicability:

- a. Nothing in this rule shall affect the Company's right to suspend, curtail or disconnect service:
  - (1) when there is no customer and service is being provided through tampered equipment;
  - (2) when there is no customer and the Company can show that the user will require service for a period less than one week, provided that it makes a reasonable effort to advise the user before disconnection and to provide the user an opportunity to apply for service;
  - (3) when there is no customer and the Company has provided advance written notice to the occupant stating its intent to disconnect service unless the responsible party applies for service and is accepted as a customer, and advising the occupant of the location of the nearest Company business office where application can be made, either by posting 48 hours or by mailing at least five and no more than 30 calendar days before disconnection; or
  - (4) as permitted under Rule XIX.C.
- b. Nothing in this rule shall affect the Company's obligation to comply with the additional requirements set forth in 16 NYCRR §11.7 and §11.8 relating to termination of service to entire multiple dwellings and two-family homes.

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#### **B. Reconnection of Non-residential Service:**

##### **1. Obligation to Reconnect:**

- a. The Company shall reconnect service that has been terminated solely for non-payment of bills for any tariff charge or a security deposit within 24 hours of the customer's request for reconnection, receipt by the Company of the lawful reconnection charge, any other charges, fees or penalties due, legal fees, court costs, and disbursements, if applicable, and either:
  - (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 Rule XIX.E. for the amounts set forth in subparagraph (1) of this paragraph, and the receipt of a downpayment, if required under the agreement.
- b. The Company shall reconnect service that has been terminated solely for failure to provide access within 24 hours of the customer's request for reconnection, provided the customer has allowed access and has made a reasonable arrangement for future access.
- c. The Company shall reconnect service that has been terminated solely for a violation of the tariff within 24 hours of a customer's request for reconnection and, at the option of the Company, either receipt by the Company of adequate notice and documentation, or a field verification by the Company, that the violation has been corrected; provided, however, that the field verification, if required, shall be arranged within two business days of the customer's request or such later time as may be specified by the customer.

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- d. The Company shall reconnect service that has been terminated for two or more independent reasons when the customer has requested reconnection and has satisfied all conditions for reconnection. The reconnection shall be accomplished within the time period applicable to the last condition satisfied under paragraph a., b., or c. of this rule.
- e. The Company shall reconnect service that has been terminated within 24 hours after the direction of the Commission or its designee, which direction may occur only where the termination was in error, or the customer has filed a complaint with the Commission and has either paid in full the undisputed amount established pursuant to 16 NYCRR §12.3, or has entered into a deferred payment agreement in accordance with Rule XIX.E. for such amount and has paid the required downpayment.

2. Inability to Reconnect:

Whenever circumstances beyond the Company's control, as set forth in Rule III.D.1.a (1)-(3), prevent reconnection of service within 24 hours of any of the events specified in paragraphs 1.a.-1.e. of this rule, service shall be reconnected within 24 hours after those circumstances cease to exist.

C. Disconnection of Non-residential Customers Without Notice:

1. Emergency Disconnection:

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

- (1) an emergency may threaten the health or safety of a person, a surrounding area, or the Company's transportation or distribution system;

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- (2) there is a need to make permanent or temporary repairs, changes or improvements in any part of the system;
- (3) there is a governmental order or directive requiring the Company to do so.

2. Notice:

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

3. Restoration of Service:

The Company shall act promptly to restore service as soon as possible after disconnection under this rule; provided, however, that service need not be restored to any building, unit, or piece of equipment if, at the time restoration is to occur, the Company has the lawful right to terminate service for another reason pursuant to this rule or Rule XIX.A.

D. Complaint Handling Procedures:

1. Complaints to the Company:

- a. Complaints to the Company shall be promptly acknowledged, fairly investigated in a reasonable period of time, and the results of such investigation promptly reported to the complainant in plain language.
- b. The Company shall refrain from sending a final notice of termination or from terminating service after the filing of a complaint with the Company as set for in 2.d. and 3.g. of Rule XIX.A.
- c. If the report of the investigation is made orally, the Company shall provide the customer with the report in writing upon request.

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- d. At the time the company communicates its final response to a customer's complaint, it shall, if the complaint resolution is wholly or partially in the Company's favor, inform the customer of the Commission's complaint handling procedures, including the Commission address and telephone number.
  2. Complaints to the Commission:
    - a. If a customer is unable to reach a satisfactory resolution of a dispute with the Company, the customer may complain, either orally or in writing, to the Commission, pursuant to 16 NYCRR §12.
    - b. The complaint of a customer to the Commission shall be handled in accordance with the procedures set forth in 16 NYCRR §12.
  3. Copies of the Company's complaint handling procedures and form of notice are on file with the Commission and are available to the public upon request at the Company's business office.
- E. Deferred Payment Agreement – Non-Residential Customers:
1. Company's Obligations:
    - a. The Company shall provide a written notice offering a deferred payment agreement to an eligible non-residential customer at the following times:
      - (1) not less than five calendar days before the date of a scheduled termination of service for non-payment of arrears, as indicated on a final termination notice, or eight calendar days if mailed, provided the customer has been a customer for at least six months and the arrears on which the outstanding termination notice is based exceeds two months average billing; and

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- (2) when it renders a backbill, which exceeds the cost of twice the customer's average monthly usage or \$100, whichever is greater; provided, however, that the Company shall not be required to offer an agreement when the customer knew, or reasonably should have known, that the original billing was incorrect.
  - b. If the Company and a customer agree to terms of a deferred payment agreement in a telephone conversation, the Company shall send the customer two fully completed copies of the agreement, signed by the Company, for the customer to sign and return.
2. Eligibility:
- a. Any non-residential customer is eligible for a deferred payment agreement except the following:
    - (1) a customer who owes any amounts under a prior deferred payment agreement;
    - (2) a customer who failed to make timely payments under a prior deferred payment agreement in effect during the previous 12 months;
    - (3) a customer that is a publicly held company, or a subsidiary thereof;
    - (4) a customer who during the previous 12 months had a combined total consumption for all its accounts with the Company in excess of 400 MCF;
    - (5) a customer who the Company can demonstrate has the resources to pay the bill, provided that the Company notifies the customer of its reasons and of the customer's right to contest this determination through the Commission's complaint procedures.

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- b. The Commission or its authorized designee may order the Company to offer a deferred payment agreement in accordance with this rule to a customer whom it finds this rule intended to protect, when an agreement is necessary for a fair and equitable resolution of an individual complaint.
- 3. Contents of Offer:
  - a. Every offer of a deferred payment agreement shall inform the customer of the availability of a deferred payment agreement for eligible customers, set forth generally the minimum terms to which such customer is entitled, explain that more generous terms may be possible, and specify the telephone number and the times to call in order to discuss an agreement.
  - b. An offer pursuant to 1.a.(1) of this rule shall also state the date by which the customer must contact the company in order to avoid termination, and explain that the company has the right to a larger downpayment if the deferred payment is not entered into until after a field visit to physically terminate service has been made.
- 4. 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 1.a.(1) of this rule may require the customer:
    - (1) to make a downpayment 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

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- (2) in the event a field visit to physically terminate service has been made, to make a downpayment 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 the in arrears at the time the agreement is entered into; and
  - (3) to pay the balance in monthly installments of up to the cost of the customer's average monthly usage or one-sixth of the balance, whichever is greater; and
  - (4) to pay late payment charges during the period of the agreement; and
  - (5) to pay a security deposit in three installments, 50 percent down and two monthly payments of the balance, if previously requested in accordance with Rule III.F.
- c. A deferred payment agreement offered pursuant to 1.a.(1) of this rule, may require the customer to pay the outstanding charges in monthly installments of up to the cost of one-half of the customer's average monthly usage or one twenty-fourth of such charges, whichever is greater.
  - d. A deferred payment agreement may provide for a greater or lesser downpayment, a longer or shorter period of time, and payment on any schedule, if mutually agreed upon by the parties.

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5. Broken Agreements:

- a. The first time a customer fails to make timely payment in accordance with a deferred payment agreement, the Company shall give the customer a reasonable opportunity to keep the agreement in force by paying any amounts due under the agreement.
- b. Except as provided in a. above, if a customer fails to comply with the terms of a deferred payment agreement, the Company may demand full payment of the total outstanding charges and send a final termination notice in accordance with Rule XIX.A.2.c(2).

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#### **XX. INSPECTIONS AND NOTICES – NON-RESIDENTIAL:**

##### **A. Inspection and Examination of Company Apparatus – Non-residential:**

###### **1. Right to Inspect:**

A duly authorized officer or agent of the company may enter, at all reasonable times, any building or other location supplied with service by the Company for the inspection and examination of meters, pipes, fittings, and works for supplying or regulating the supply of gas and of ascertaining the quantity of gas supplied, provided such agent exhibits a photo-identification badge and written authority as provided in Public Service Law §65.9.

###### **2. Duty to Inspect:**

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

- a. a request contained in a service application pursuant to 16 NYCRR §13.2(b)(6) ;
- b. a reasonable customer request;
- c. the issuance of a field inspection order in accordance with an automatic company bill review program;
- d. notification from any reasonable source that service may not be correctly metered;
- e. a directive by the Commission or its authorized designee.

###### **3. Penalty:**

A customer who, at any time, directly or indirectly prevents or hinders a duly authorized officer or agent of the Company from entering the building or location, or from making an inspection or examination, at any reasonable time, may be billed a \$100 penalty charge for each such offense as provided in Public Service Law §65.9.b.

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#### **4. Other Rights:**

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

#### **B. Notice Requirements – Non-Residential Customers:**

##### **1. Annual Notice of Rights:**

- a. The Company shall, at the time of application for service, and at least annually after service is initiated, provide applicants and customers with a brochure containing a detailed summary of their rights and obligations under 16 NYCRR §13, a notice describing the commonly used non-residential service classifications and their rates, an offer of written guidelines regarding eligibility requirements for the Company's service classifications, notice that the Company's tariff is available for review in the Company's business office, and notice that some non-residential customers may be eligible for protection under 16 NYCRR §11.
- b. The notice required at the time of application for service shall be provided with the service application to an applicant from whom a written application is required and by mail within 30 calendar days of the request for service to an applicant from whom a written application is not required.

##### **2. Periodic Notices:**

- a. An accounting for the deposit held on an account showing the interest earned during the current year and either the date the deposit was obtained or the length of time that the deposit has been held shall be provided annually to every customer having a deposit with the Company.

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- b. A notice advising the customer of any change made in the customer's service classification and the reason for the change shall be provided to the customer at the time of the change.
- c. A notice advising a customer whether the Company records show that the customer, or some other party, has control over access to the meter, that the customer has an obligation to tell the Company who controls access, and that, if the Company records that show the customer has access are not corrected, the customer may be subject to future notices and penalties due to the Company's failure to obtain access, shall be provided to every customer at the time a second consecutive estimated bill is rendered.

#### **XXI. ACCESS AND INCREASED LOADS:**

##### **A. Access to Premises:**

- 1. Right to Access: In accepting service the customer grants to the Company's employees and agents the right to access to the premises at all reasonable times for such purposes as the reading of meters, inspection of meters, piping and appliances or disconnecting or removing any or all of the property belonging to the Company.
- 2. Ownership of Equipment: Any equipment of the Company installed on the customer's premises will remain company property and may be removed by the Company if service is discontinued. The customer must not, in any way, interfere or tamper with the Company's meters, stopcock seals, or other devices and shall exercise reasonable care to protect them from damage.

##### **B. Additional or Increased Loads:**

The customer should give the Company reasonable advance notice, preferably in writing, of any proposed increase in service required, setting forth in such notice the amount, character, and expected duration of time the increased service will be required.

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#### **XXII. RESTRICTIONS AND LIMITATIONS OF GAS SERVICE:**

A. Restrictions: On and after November 26, 1977, and until further order of the Public Service Commission, applications will not be accepted nor will service be rendered to any new gas customer, nor additional gas supplied to existing customers, except under the following conditions:

1. To individually metered one and two-family residential structures.
2. To any other individually metered customer whose total annual usage will not exceed 12,000 MCF.
3. To residential structures consisting of three or more units when the total annual usage will exceed 12,000 MCF, gas for any purpose except space heating.
4. To existing commercial and industrial customers for greater use of gas for nonprocess use; provided, however, that such greater use under this subsection shall not increase such customer's total annual usage of gas by more than 12,000 MCF above such customer's greatest single calendar year usage in the period 1969 through 1975; provided further, however, that greater volumes of gas shall not be permitted for additional boiler equipment under this subsection.
5. To commercial and industrial customers for process use for which there is no feasible alternate fuel and for which gas is needed for its chemical or burning characteristics. Process use shall not include combustion for the purpose of raising steam regardless of this subsection, propane shall not be deemed to be an alternate fuel.
6. To any customer, to the extent such customer is not entitled to additional service under 1. through 5. of this Rule, gas for any purpose; provided such customer shall have installed, and shall thereafter maintain, full capability to use an alternate form of energy in lieu of gas for all purposes for which additional gas obtained is to be used, provided further that if such customer has heretofore obtained gas service for which maintenance of dual fuel capability was a condition, under this Rule, or any previously filed Rule, such dual fuel capability shall also continue to be maintained as a condition to continued gas service.

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7. Notwithstanding the provisions of Rule XXII.A., the Company will not provide service for new or increased commercial or industrial load attachments in excess of 25,000 MCF annually without the written consent of the Company's natural gas supplier and the Public Service Commission. The Company will request such consent upon application by customers or prospective customers meeting the requirements herein set forth and after review of the Company's supply and load situation.
8. Customers using 12,000 MCF of gas or more per year who take more gas in any calendar year hereafter than their highest authorized annual consumption in any of the calendar years 1969 through 1975, or their highest permissible consumption pursuant to Rule XXII.A. shall be charged, and pay, for such excess taken at the following penalty rates:
  - a. For an overrun of up to 3%, 150% of the rate specified in the second block of the applicable Service Classification, including Gas Adjustment.
  - b. For the next 2% of overrun, 200% of the rate specified in the second block of the applicable Service Classification, including Gas Adjustment.
  - c. For an overrun in excess of 5%, \$1.00 per CCF.

The above penalty charges are in addition to all the other rates and charges payable by the customer; but such penalty rates shall not apply during periods when the supply of gas allows the temporary waiver of customers' limitations. If excess taking becomes persistent or flagrant, the Company may make application to the Public Service Commission for an order authorizing the Company to terminate all services to such customer.

9. For the purpose of foregoing restrictions, successor in a premises which has previously been served with gas, and which has existing operable gas equipment, shall be considered an existing customer. If an existing structure having gas service is remodeled, reconstructed, or is demolished and replaced, the customer shall be entitled to resume gas service as if such customer had received gas service on a continuous basis.

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10.

- a. Canceled Notation: Issued under authority of the Public Service Commission dated May 16, 1984 in case 25766.
- b. The Powerplant and Industrial Fuel Act of 1978 prohibits the use of natural gas for outdoor lighting. Unless specifically exempted from that prohibition by the Bath Electric, Gas and Water Systems, commercial and industrial customers receiving gas for outdoor lighting purposes commencing before November 9, 1978 are prohibited from using gas for outdoor lighting purposes before November 5, 1979, and municipal customers commencing service for outdoor lighting purposes before November 9, 1978 are prohibited from using gas for outdoor lighting after January 1, 1982. Failure to comply with the above prohibitions could result in termination of gas service.

11. Minimum insulation standards for the provision of gas service: Gas service will not be provided to a new dwelling, or to an existing dwelling for the purpose of converting to gas space heating, unless the dwelling is in compliance with 16 NYCRR §233 – Minimum Insulation Standards for the Provision of Gas and Electric Utility Service. Copies of the Minimum Standards are available at the Company offices.

- a. An applicant for gas service in a new residential dwelling outside the village corporate limits must provide to the Company a Certificate of Compliance, New Residential Construction. (See Leaf No. 103).
- b. An applicant for expanded gas service to an existing dwelling for the purpose of conversion to gas space heating must provide to the Company a Certificate of Compliance, Dwelling Converting to Gas Space Heating. (See Leaf No. 104).

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12. Notwithstanding all of the foregoing provision, the Company may, at any time, refuse to accept additional applications for new or additional gas service, if, supply and load circumstances are such that it cannot provide additional service without jeopardizing its already attached customers; provided, however, that the Company shall promptly advise the Public Service Commission of any such refusal, and the Public Service Commission shall have the right to require that the Company resume acceptance of some or all application for service.

No Applicant may rely on obtaining new or additional gas service unless and until his application is accepted by the Company. Unless otherwise specified in the Company's acceptance of an application, such acceptance shall only be binding upon the Company if the applicant is actually ready to take the new or additional gas service within 180 days after the date of such acceptance.

#### **B. Limitation of Gas Supply:**

Until further order of the Public Service Commission, in the event of a shortage of gas making it necessary to curtail existing service, or in the event that the Company from whom the Company obtains gas at wholesale requires curtailment, this Company may require its customers to curtail their use of gas, including the gas used by such customer for space heating. Service to all customers within a given class shall be curtailed in the following order:

1. Interruptible service requirements.
2. Seasonable off-peak requirements – customer generally served from April through October.
3. Temperature-controlled service requirements.
4. Dual-fuel requirements for customers with full facilities to burn an alternate fuel (in lieu of gas) that were installed after October 26, 1971, pursuant to the dual-fuel provision of the Commission's order in Case 25766, to qualify for new gas service or increased volumes to an existing service.

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5. Other dual-fuel requirements (excluding plant protection) but only to the extent of such capability.
6. Industrial and commercial space heating boiler fuel requirements, air conditioning, electric generation and other nonprocess purposes, where the base annual requirements for an individual piece of gas equipment (boiler or other appliances) are 12,000 MCF or larger.
7. Process requirements for which there are technically feasible alternate fuels, and industrial and commercial requirements for space heating (other than boiler fuel use), where the total base annual requirements for an individual piece of equipment are 12,000 MCF or larger.
8. Industrial and commercial space heating boiler fuel requirements, air conditioning, electric generation, and other nonprocess purposes where the total base annual requirements are 12,000 MCF or larger including those amounts that may have been curtailed in category 6.
9. Process requirements for which there are technically feasible alternate fuels, and industrial and commercial requirements for space heating (other than boiler fuel use), where the total base annual requirements are 12,000 MCF or larger including those amounts which may have already been curtailed in category 7.
10. Industrial and commercial space heating boiler fuel requirements, air conditioning, electric generation, and other nonprocess purposes, where the total base annual requirements are between 1,200 MCF and 11,999 MCF inclusive.
11. Process requirements for which there are technically feasible alternate fuels, and industrial and commercial requirements for space heating (other than boiler fuel use), where the total base annual requirements are between 1,200 MCF and 11,999 MCF inclusive.

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12. Process and feedstock requirements for which there are no technically feasible alternate fuels, where the total base annual requirements are 1,200 MCF or more.
13. Plant protection requirements for customers curtailed in categories 8. through 12. above.
14. Industrial and commercial requirements are less than 1,200 MCF.
15. Residential requirements.

### **XXIII. LIABILITY:**

#### **A. Interruption of Service:**

The Company will endeavor at all times to provide a regular and uninterrupted supply of service, but in case the supply of the service shall be interrupted or irregular or defective or fail from causes beyond its control or through ordinary negligence of employees, servants or agents, the Company will not be liable therefore. The Company may, without liability interrupt service to any customer or customers in the event of an emergency threatening the integrity of its system if, in its sole judgment, such action will prevent or alleviate the emergency.

#### **B. Structures or Equipment Owned by the Customer:**

Neither by inspection, or non-rejection, 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.

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#### **C. Liability in Case of Injury, Casualty or Damage:**

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.

#### **XXIV. REVISIONS:**

In the event of any changes or revisions of the Company's schedules, lawfully made, customer taking service under the schedule so revised shall thereafter take and pay for service in accordance with the provisions of the revised, superseding or substituted schedule so established. Unless otherwise expressly stated therein, the revised, superseding or substituted schedules shall apply to service taken by the customer commencing with the first scheduled meter reading date on or after the effective date set forth therein.

#### **XXV. RESALE:**

Gas service will not be supplied under any Service Classification of this rate schedule for resale, remetering, submetering, redistribution or other redistribution except that any customer may furnish gas for the use of his tenants or for the use of other occupants of this premises provided that the customer shall not resell, make a specific charge for, or remeter or submeter (except as provided below) or measure any of the gas so redistributed or furnished. Landlords of industrial and commercial properties, which do not have residential tenants, may file a petition and application to the New York State Public Service Commission requesting permission to submeter gas usage to their tenants. Such petition and application must address the following four areas of major concern regarding the request to submeter: (1) safety (2) rate impact for the ultimate consumer (3) non-rate consumer protection issues, and (4) service provider and utility matters. The petition and application must also provide that the conditions proffered will be reiterated in leases with the submetered tenants. Copies of such petition and application must be served on the Company and the petitioner's tenants.

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**XXVI. GAS ADJUSTMENT CLAUSE- SERVICE CLASSIFICATION No. 1:**

**A. Factor of Adjustment:**

The rates for gas service under Service Classification No. 1 shall be subject to an addition or deduction of \$0.010179 per 100 cubic feet for each \$0.010000 per 100 cubic feet increase or decrease to the average cost of gas to Bath Electric, Gas and Water Systems.

**B. Average Cost of Gas:**

The average cost of gas shall be computed at least once each year for the twelve months ending August 31, and it shall be computed also upon any change in the effective rates and charges under S.C. No. 1 of Corning Natural Gas Corporation's P.S.C. No. 2 – Gas, the Company's supplier, for the twelve months immediately preceding the computation date, as follows:

1. By applying the rates and charges of the Company's gas supplier which will have been in effect not less than fifteen (15) days on the date the gas adjustment becomes effective, to the respective quantities of gas purchased for its S.C. No. 1 customers.
2. By applying the average unit cost of the basic liquefied petroleum feedstock and enrichment products in storage at the date of computation to the quantities of said products used in the manufacture of gas for the Company's S.C. No. 1 customers during such twelve months.
3. Dividing the total cost of gas purchased and manufactured by the related quantities of gas purchased and manufactured by the Company for its S.C. No. 1 customers.

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#### **C. Statement of Gas Adjustment:**

The gas adjustment, computed as herein provided, if lower than the gas adjustment in effect, shall be effective commencing with the first day of the billing month following the computation date and shall continue in effect until changed, or if higher than the gas adjustment in effect, may become effective commencing with the first day of the billing month following the computation date and continue in effect until changed.

Not less than three (3) days prior to any change in the gas adjustment resulting from this provision for adjustment of rates according to changes in the cost of gas, a statement showing the base cost of gas, the present average cost of gas as hereinbefore determined, the date at which and the period for which the average was determined and the amount of the adjustment per 100 cubic feet, together with the period such rate adjustment per 100 feet will remain in effect, will be duly filed with the Public Service Commission apart from this Rate Schedule. Such statement will be available to the public at Company offices at which applications for service may be made.

#### **D. Refund Provision:**

1. In the event the Company receives a refund from its gas supplier or suppliers, the Company shall determine the amount of total refund, including interest, that is applicable to customers served on Service Classification No. 1 on the basis of actual company sales during the refund period when the supplier refund period falls within the most recent six year period for which Company sales are available. If the supplier refund period is less than twelve months and extends beyond the six year period, the refund will be allocated on the basis of the most recently available Company sales for a corresponding period. If the supplier refund period equals or exceeds twelve months and extends beyond such six years, the refund will be allocated on the basis of the Company's available sales for the most recent six year period.

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2. All refunds received will be combined for purpose of determining the refund credit. The portion of the refund which applies to S.C. No. 1 shall be returned to customers through a credit to the Gas Cost Adjustment over a succeeding twelve month period. The rate of refund credit shall be computed by dividing the total refund applicable to S.C. No. 1 by the corresponding estimated gas sales for the next successive twelve calendar months.
  3. An difference between amounts to be refunded and amounts actually refunded remaining at the end of a refund period, or refunds being held by the Company because the amounts are too small to be credited separately, shall be applied to the next Annual Surcharge or Refund Computation.
  4. Interest shall be computed on the unrefunded balance from period of receipt of refund until flow through is completes, computed at a rate at least the same as that prescribed by the Public Service Commission for Consumer Deposits.
  5. Where exceptional circumstances warrant, the Company may petition the Public Service Commission for waiver of the above refund plan.
- E. Gas Supplier Take or Pay Charges
- Commencing May 12, 1989, the gas cost adjustment applicable to Service Classifications No. 1 shall reflect a surcharge calculated so as to collect on an annual basis the take or pay charges billed to the Company by its Pipe Line suppliers. The take or pay cost incurred in the amount recovered shall be excluded from the annual gas cost reconciliation, but shall be reconciled separately at the end of each twelve (12) month period.

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**GENERAL INFORMATION**

F. Annual Surcharge or Refund:

A surcharge or refund, in addition to that in "Refund Provisions" on Leaf No. 78 and 79, to recover gas adjustment under-collections or refund gas adjustment over-collections shall be computed as follows:

1. By taking the cost of purchased gas adjusted for supplier refunds and liquefied petroleum feedstocks including enrichment products used in the manufacture of gas for the Company's S.C. No. 1 customers as recorded on its books during the determination period, and subtracting there from an amount equal to:
2. The Gas Adjustment revenues adjusted to eliminate the revenue tax effect, and
  - a. the previous year's over-collection with interest to the extent not refunded or,
  - b. adding the previous year's under-collections with interest to the extent not recovered.
3. The amount derived in paragraph 1. above shall be divided by the quantities of gas purchased or manufactures during the determination period for the Company's S.C. No. 1 customers to determine the surcharge or refund rate. The factor of adjustment as stated on Leaf No. 77, in effect on the date the surcharge or refund becomes effective, shall be applied to this amount.
4. The determination period to be used in the computation of the surcharge or refund shall be twelve months ended August 31, of each year, commencing with the twelve months ended August 31, 1976. The surcharge or refund computation shall be filed with the Commission on or before October 15 of the calendar year in which it is to become effective.
5. The surcharge or refund shall be effective with the first January billing of each year.

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G. State Assessment Surcharge

The rates and charges under all service classifications shall be increased by a surcharge to recover the Temporary State Energy and Utility Service Conservation Assessment imposed pursuant to Chapter 59 of the Laws of 2009, Public Service Law § 18-a(6). The surcharge will be determined according to Commission "Order Implementing Revised Temporary State Assessment," issued June 18, 2014 in Case 09-M-0311. The surcharge will be set forth as a separate line item on the Statement of Gas Adjustment.

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**XXVII. GAS ADJUSTMENT CLAUSE – SERVICE CLASSIFICATIONS No. 2**

**A. Factor of Adjustment:**

The rates for gas service under S.C. No. 2 shall be subject each month to an additional or deduction of \$0.010179 per 1,000 cubic feet for each \$0.010000 per 1,000 cubic feet increase or decrease in the average cost of gas to Bath Electric, Gas & Water Systems.

**B. Average Cost of Gas:**

The average cost of gas shall be computed at least once each year for the twelve months ending August 31 and it shall be computed also upon any change in the effective rates and charges under S.C. No. 2 of the Corning Natural Gas Corporation's P.S.C. No. 2-Gas, the Company's supplier, for the twelve months immediately preceding the computation as follows:

1. By applying the rates and charges of the Company's gas supplier which will have been in effect not less than fifteen (15) days on the date the gas adjustment becomes effective, to the respective quantities of gas purchased for its S.C. No. 2 customers.
2. By applying the average unit cost of the basic liquefied petroleum feedstock and enrichment products in storage at the date of computation to the quantities of said products used in the manufacture of gas for the Company's S.C. No. 2 customers during such twelve months
3. Dividing the total cost of gas purchased and manufactured, by the related quantities of gas purchased and manufactured by the Company for its S.C. No. 2 customers.

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- C. Statement of Gas Adjustment: The gas adjustment, computed as herein provided, if lower than the gas adjustment in effect, shall be effective commencing with the first day of the billing month following the computation date and continue in effect until changed.

Not less than three (3) days prior to any change in the gas adjustment resulting from this provision for adjustment of rates according to changes in the cost of gas, a statement showing the base cost of gas, the present average cost of gas as was determined, the date at which and the period for which the average was determined and the amount of the adjustment per 1,000 cubic feet, together with the period such rate adjustment per 1,000 cubic feet will remain in effect, will be duly filed with the Public Service Commission apart from the Rate Schedule. Such statement will be available to the public at Company offices at which applications for service may be made.

- D. Refund Provisions:

In the event that the Company receives a refund from its gas supplier or suppliers, the Company shall determine the amount of the total refund, including interest, that is applicable to customers served on Service Classification No. 2 on the basis of actual Company sales during the refund period when the supplier refund period falls within the most recent six year period for which Company sales are available. If the supplier refund period is less than twelve months and extends beyond such six years, the refund will be allocated on the basis of the most recently available Company sales for a corresponding period. If the supplier refund period equals or exceeds twelve months and extends beyond such six years, the refund will be allocated on the basis of the Company's available sales for the most recent six year period. The amount so allocated to each customer shall be credited to the respective bills rendered in the following month.

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

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E. Annual Surcharge or Refund:

A surcharge or refund, in addition to that in "Refund Provisions" on Leaf No. 78 to recover gas adjustment under-collections or refund gas adjustment over-collections shall be computed as follows:

1. By taking the cost of purchased gas adjusted for supplier refunds and liquefied petroleum feedstocks including enrichment products used in the manufacture of gas as recorded on its books during the determination period, and subtracting from an amount equal to:
2. The Gas Adjustment revenues adjusted to eliminate the revenue tax effect, and
  - a. the previous year's over-collection with interest to the extent not refunded, or
  - b. adding the previous year's under-collections with interest to the extent not covered.
3. The amount derived in paragraph 1. above shall be divided by the quantities of gas purchased or manufactured during the determination period for the Company's S.C. No. 2 customers to determine the surcharge or refund rate.
4. The determination period to be used in the computation of the surcharge or refund shall be the twelve months ended August 31 of each year, commencing with the twelve months ended August 31, 1976. The surcharge or refund computation shall be filed with the Commission on or before October 15 of the calendar year in which it is to become effective.
5. The surcharge or refund shall be effective with the first January billing of each year.

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F. Gas Supplier Take or Pay Charges

Commencing May 12, 1989, the gas cost adjustment applicable to Service Classifications No. 1 shall reflect a surcharge calculated so as to collect on an annual basis the take or pay charges billed to the Company by its Pipe Line suppliers. The take or pay cost incurred in the amount recovered shall be excluded from the annual gas cost reconciliation, but shall be reconciled separately at the end of each twelve (12) month period.

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G. State Assessment Surcharge

The rates and charges under all service classifications shall be increased by a surcharge to recover the Temporary State Energy and Utility Service Conservation Assessment imposed pursuant to Chapter 59 of the Laws of 2009, Public Service Law § 18-a(6). The surcharge will be determined according to Commission "Order Implementing Revised Temporary State Assessment," issued June 18, 2014 in Case 09-M-0311. The surcharge will be set forth as a separate line item on the Statement of Gas Adjustment.

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#### **XXVIII. FOLLOWING INFORMATION APPLICABLE TO TRANSPORTATION OF GAS SERVICE ONLY:**

##### **A. Increase in Rates and Charges:**

In the event that the provision for transportation services to the Customer requires the Company to engage the transportation or storage services of others, an amount reflecting the costs incurred by the Company will be added to this rate.

To the extent that the Customer consumes more gas than it has contracted for in the individual service agreement, the excess gas will be considered to be normal sales and will be billed in a manner consistent with such sales.

##### **B. Quantities and Measurement:**

The annual quantity of natural gas to be transported under this service classification shall be specified in individual service agreements with each customer designated as the "Annual Contract Quantity".

The quantity of gas received by the Company during any one month period for the account of the Customer from each of the Customer's Supplier's shall be the quantity metered at the points of receipt specified in the effective Service Agreement, if such receipts are separately measured.

In the event any such point of receipt is also a point at which the Company buys or exchanges gas through the same meter, then the quantity of gas through the same meter, then the quantity of gas received for the account of the Customer shall be the quantity scheduled by the Company's dispatchers, the Customer, and the Customer's Supplier, to be received for the account of the Customer at such point during such one month period, subject to reconciliation to reflect actual deliveries.

The quantity to be billed under this Service is the quantity delivered to the Company less an allowance for losses incurred in the process of delivery.

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Each month, the quantity to be delivered to the Company and the quantity consumed by the Customer shall be reconciled. To the extent the Customer consumes more than is delivered, the excess gas will be considered to be normal sales and will be billed at the rate specified in the Applicable Tariff Provision for the Service Classification designated for the Customer's meter. Credit for underruns (where the aggregate consumption is less than deliveries of Customer owned gas to the Company) shall carry over for no more than one billing period.

C. Quality of Gas Tendered for transportation:

Gas delivered to the Company for the account of the Customer by Customer's Supplier shall conform to the quality specification in the tariff provision for the applicable firm service category. If the gas tendered for delivery to the Company by any such Supplier shall fail at any time to conform to any of the Supplier shall fail at any time to conform to any of the specifications in such rule, then the Company shall notify the Customer of such deficiency and may, at its option, refuse to accept delivery pending correction by the supplier. Upon the supplier's failure to promptly remedy such deficiency in quality, the Company may accept delivery of such gas and may make changes necessary to bring such gas into conformity with such specifications, and the Customer shall reimburse the Company for any and all expenses incurred by the Company in effecting such changes.

D. Special Provision:

All service provided under these transportation services will be subject to interruption, (for reasons other than gas supply shortage), prior to Service Classification No. 1 and 2 interruptions, on not less than on (1) hour's notice from the Company, and the Company shall not be in any way liable for any failure in whole or in part, temporary or permanent, to delivery gas under this service classification.

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Firm transportation service will be provided on a "first call" basis for the available capacity in the Company's or Supplier's gas system. If other applicants desire firm transportation service and there is only available capacity will be released for the use of the other applicants.

Any additional facilities, including but not limited to any load management equipment, which the Company deems are necessary to provide this transportation service shall be totally provided at the Customer's expense.

E. Force Majeure; Limitation of Liability:

Whenever the integrity of the Company's system or the supply of gas is believed to be threatened by conditions on its system, or upon the systems with which it is directly or indirectly interconnected, the Company may, in its sole judgment, curtail or interrupt gas service or reduce pressure, and such action shall not be construed to constitute a default nor shall the Company be liable therefore in any respect. The Company will use efforts reasonable under the circumstances to overcome the cause of such curtailment, interruption or reduction, and to resume full performance.

The Company shall not in any event, except that of its own negligent acts or omissions, be liable to any party for any direct, consequential, indirect or special damages, whether arising in tort, contract or otherwise, by reason of any services performed, or undertaken to be performed, or actions taken by the Company or its agents or employees, under this Service Classification or in accordance with or required by law, including, without limitation, termination of the customer's service.

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The Company shall be excused from performing under this Service Classification and shall not be liable in damages or otherwise, if and to the extent that it shall be unable to do so, or prevented from doing so by statute or regulation or by action of any court or public authority having or purporting to have jurisdiction in the premises; or by loss, diminution or impairment of gas supply from its supplier, or the systems of others with which it is interconnected, or by a break or fault in its distribution system, failure, or improper operation of equipment necessary for gas distribution, or by reason of storm, flood, fire, earthquake, explosion, civil disturbance, labor dispute, act of God or public enemy, failure of any supplier to perform, restraint by any court or regulatory agency, or any other intervening cause, whether or not similar thereto; the Company shall use efforts reasonable under the circumstances to overcome such cause and resume full performance. The foregoing shall not alter the Company's liability under applicable legal standards for damages in case of its negligent or intentionally wrongful conduct, with respect to any act of failure to act by the Company in any matter within its direct and exclusive control.

The Customer warrants that it will have good title to all natural gas delivered to the Company for transportation, and that such gas will be free and clear of all liens, encumbrances and claims whatsoever, and that it will indemnify the Company and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to said gas.

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F. State Assessment Surcharge

The rates and charges under all service classifications shall be increased by a surcharge to recover the Temporary State Energy and Utility Service Conservation Assessment imposed pursuant to Chapter 59 of the Laws of 2009, Public Service Law § 18-a(6). The surcharge will be determined according to Commission "Order Implementing Revised Temporary State Assessment," issued June 18, 2014 in Case 09-M-0311. The surcharge will be set forth as a separate line item on the Statement of Gas Adjustment.

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XXIX. FORMS AND AGREEMENTS:

A. Application for Non-Residential Service:

**BATH ELECTRIC, GAS & WATER SYSTEMS**

Application for Gas Service - Non-Residential

General information:

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

Customer Information: (to be completed by Customer)

Date filed: \_\_\_\_\_  
Name of Customer \_\_\_\_\_ ( ) Owner  
Service Location \_\_\_\_\_ ( ) Tenant  
Telephone No. \_\_\_\_\_ Alternate Telephone No. \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Type of Business \_\_\_\_\_  
Official in Charge \_\_\_\_\_  
(Name) (Title)

Person Controlling Access to Meter(s): \_\_\_\_\_

Telephone No. \_\_\_\_\_

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

( ) Deed ( ) Lease ( ) Business Certificate\* ( ) Other

\* \_\_\_\_\_

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

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

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

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

Specific Nature of Business:\_\_\_\_\_

GAS: List all equipment and its rating:\_\_\_\_\_

DOES THE APPLICANT REQUEST AN INSPECTION OF THE METER(S)?

( ) Yes ( ) No

DOES THIS ACCOUNT PROVIDE SERVICE FOR ANY TYPE OF RESIDENTIAL UNIT?

( ) Yes ( ) No

If yes, please explain:\_\_\_\_\_

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

Service Classification \_\_\_\_\_ Account No. \_\_\_\_\_

Amount of Deposit \$ \_\_\_\_\_ Deposit No. \_\_\_\_\_

Extension Minimum \$ \_\_\_\_\_ Percent Tax Exempt \_\_\_\_\_

Estimated Usage \_\_\_\_\_

Bath Electric, Gas & Water Systems is hereby requested to furnish the undersigned with gas service at the above address; such service is to be supplied by the Company under its tariff rates, rules and regulations on file with the New York State Public Service Commission, as may be revised from time to time and to be paid for by the undersigned in accordance with the applicable rate.

Response Date: \_\_\_\_\_ Date of responsibility \_\_\_\_\_

Company Name: \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_ Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

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#### B. Application For Service Under S.C. No. 2

This agreement is made as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between the Bath Electric, Gas & Water Systems, the name by which the Municipal Utility Departments of the Village of Bath are known (hereinafter referred to as the "Seller") and \_\_\_\_\_, (hereinafter referred to as the Buyer").

In consideration of the premises and the mutual covenants and agreements included herein, the parties do covenant and agree as follows:

##### 1. Gas to be Sold and Purchased

The Seller agrees to sell and deliver and the Buyer agrees to purchase, receive and pay for, under the conditions hereinafter, such volumes of natural gas as the Buyer may require.

Seller agrees to deliver in each Contract Year such quantities of natural gas as are requested by the Buyer up to the Maximum Annual Volume of \_\_\_\_ MCF and Buyer agrees to pay for such quantities, under and subject to the terms and conditions hereinafter recited and referred to. Seller shall be obligated to deliver and the Buyer shall be entitled to receive the above Maximum Annual Volume commencing with the Contract Year beginning \_\_\_\_.

##### 2. Delivery Point

The point of delivery shall be a connection between the metering facilities of the Seller and the facilities of the Buyer at the Seller's meter station located on the premises of the Buyer.

##### 3. Term

This agreement shall become effective on \_\_\_\_\_ and shall continue in effect for five years, and thereafter from year to year until canceled by either party by twelve months' written notice to the other.

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4. Applicable Rate Schedule

Natural gas delivered hereunder shall be paid for under Service Classification No. 2 of the Seller on file with the New York State Public Service Commission or any revision thereof that may be made effective hereafter. This agreement in all respects shall be subject to the applicable provisions of such "Service Classification" and "General Information" filed with the New York State Public Service Commission and which are by reference made a part hereof.

5. Notices

Notices to the Seller under this agreement shall be addressed to: Bath Electric, Gas & Water Systems

P.O. Box 310

Bath, New York 14810-0310

and notices to the Buyer shall be addressed to it at \_\_\_\_\_.

Either party may change its address specified in this section at any time, on written notice.

6. Cancellation of Previous Contract

This agreement supersedes and cancels, as of the effective date hereof, the following service agreement between the parties hereunto:

\_\_\_\_\_  
\_\_\_\_\_

7. Successors and Assigns

All the covenants, terms, stipulations and provisions of this agreement shall extend to and be binding upon the respective successors and assigns of the parties hereto.

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8. Miscellaneous Provisions

The subject headings of the sections of this agreement are inserted for the purpose of convenient reference, and are not intended to be a part of the agreement nor considered in any interpretation of the same.

Any portion of this agreement that may be adjudged void or invalid shall not invalidate the whole or remainder of this agreement.

This agreement and the respective obligations of the parties hereunder are subject to valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction.

The parties hereto have accordingly and duly executed this agreement.

BATH ELECTRIC, GAS & WATER SYSTEMS

By \_\_\_\_\_  
Director of Municipal Utilities

\_\_\_\_\_

by \_\_\_\_\_  
Title \_\_\_\_\_

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C. Deferred Payment Agreement Form, Non-Residential:

**NON-RESIDENTIAL CUSTOMER PAYMENT AGREEMENT**

Account Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

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

Date: \_\_\_\_\_

**PRINCIPLES OF THIS AGREEMENT**

This confirms an agreement by \_\_\_\_\_ to make  
(customer)  
installment payments to Bath Electric, Gas & Water Systems  
for amounts in arrears. It also confirms that Bath Electric,  
Gas & Water Systems will not discontinue service to the  
account at the address listed above as long as payments are  
received on time.

**HOW MUCH IS TO BE PAID**

The amounts covered by this agreement are as follows:

Charges billed for Gas service  
as of \_\_\_\_\_ \$ \_\_\_\_\_  
(month, day, year)

Late Payment Charges Billed \$ \_\_\_\_\_

Miscellaneous fees: (Specify: \_\_\_\_\_

Collection, Reconnection, Meter

Recovery) \_\_\_\_\_ \$ \_\_\_\_\_

TOTAL..... \$ \_\_\_\_\_

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#### HOW PAYMENT IS TO BE MADE

The customer agrees to pay:

A downpayment of \$ \_\_\_\_\_ by \_\_\_\_\_  
(month, day, year)

Installments of \$ \_\_\_\_\_ by the \_\_\_\_\_ day of each  
month from \_\_\_\_\_ to \_\_\_\_\_  
(month, year) (month, year)

The balance of \$ \_\_\_\_\_ is to be received by  
\_\_\_\_\_  
(month, day, year)

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

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

#### LATE PAYMENT CHARGES

\_\_\_\_\_ Late payment charges not applicable/waived

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

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

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#### **DEPOSIT TERMS**

\_\_\_\_\_ Deposit not applicable or is waived

The amount of the security deposit requested is \$\_\_\_\_\_.  
The customer agrees to pay 50% of the requested deposit as a  
downpayment and the balance in two installments.

Downpayment \$\_\_\_\_\_ to be paid on \_\_\_\_\_  
(month, day, year)

First installment \$\_\_\_\_\_ to be paid on \_\_\_\_\_  
(month, day, year)

Final installment \$\_\_\_\_\_ to be paid on \_\_\_\_\_  
(month, day, year)

#### **WHAT HAPPENS IF PAYMENTS ARE LATE**

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

#### **PUBLIC SERVICE COMMISSION ASSISTANCE**

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

Issued by: Matthew J. Hunter, Director, Bath, N.Y.

PSC NO: 4 GAS  
BATH ELECTRIC, GAS AND WATER SYSTEMS  
Initial Effective Date: 01/21/2013

Leaf: 98  
Revision: 0  
Superseding Revision:

**GENERAL INFORMATION**

ACCEPTANCE OF AGREEMENT

The terms of this agreement are accepted by

Customer's Name \_\_\_\_\_  
(Print or type)

Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_

As representative of \_\_\_\_\_  
(Name of Company or Firm)

Utility Representative \_\_\_\_\_ Title \_\_\_\_\_

Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

NOTE: If the customer has any questions during the duration  
of the agreement, the utility representative may be  
contacted at \_\_\_\_\_.

This agreement is not valid until signed by all parties and  
returned to Bath Electric, Gas & Water Systems.

LATE PAYMENT ITEMIZATION FORM

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

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

Issued by: Matthew J. Hunter, Director, Bath, N.Y.

PSC NO: 4 GAS  
BATH ELECTRIC, GAS AND WATER SYSTEMS  
Initial Effective Date: 01/21/2013

Leaf: 99  
Revision: 0  
Superseding Revision:

**GENERAL INFORMATION**

**D. Deposit Alternative Notice Form:**

Request for Waiver of Security Deposit - Deposit Alternative

Date: \_\_\_\_\_

Customer's Name: \_\_\_\_\_

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

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

Account Number: \_\_\_\_\_

In consideration of Bath Electric, Gas & Water System's  
agreement to provide gas service to \_\_\_\_\_  
(Customer's name)

At the above service address and in lieu of a security  
deposit, I/we do hereby guarantee payment of all future  
bills for said service paid upon receipt.

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

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

Bath Electric, Gas & Water Systems \_\_\_\_\_  
Business Name/Applicant

Signed: \_\_\_\_\_ Date \_\_\_\_\_ Signed: \_\_\_\_\_ Date \_\_\_\_\_

Approved by: \_\_\_\_\_ Date \_\_\_\_\_ Title of Person Signing \_\_\_\_\_

Issued by: Matthew J. Hunter, Director, Bath, N.Y.

PSC NO: 4 GAS  
BATH ELECTRIC, GAS AND WATER SYSTEMS  
Initial Effective Date: 01/21/2013

Leaf: 100  
Revision: 0  
Superseding Revision:

### **GENERAL INFORMATION**

#### **E. Residential Deferred Payment Agreement Form:**

##### **RESIDENTIAL CUSTOMER PAYMENT AGREEMENT**

CUSTOMER'S NAME \_\_\_\_\_ PHONE \_\_\_\_\_

SERVICE ADDRESS \_\_\_\_\_

ACCOUNT NO. \_\_\_\_\_ DATE \_\_\_\_\_

##### **ABOUT THIS AGREEMENT**

This is an agreement by \_\_\_\_\_ to make payments to Bath Electric, Gas & Water Systems for amounts owed. It is also an agreement by Bath Electric, Gas & Water Systems that it will provide service to the address listed above as long as you make payments on time.

##### **PAYMENT AGREEMENT RULES**

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

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

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

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

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

##### **HOW MUCH IS TO BE PAID**

Total amount you owe Bath Electric, Gas & Water Systems as of \_\_\_\_\_ is \$ \_\_\_\_\_.

Issued by: Matthew J. Hunter, Director, Bath, N.Y.

PSC NO: 4 GAS  
BATH ELECTRIC, GAS AND WATER SYSTEMS  
Initial Effective Date: 01/21/2013

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Revision: 0  
Superseding Revision:

### GENERAL INFORMATION

#### HOW PAYMENT IS TO BE MADE

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

A downpayment of \$\_\_\_\_\_ is to be received by \_\_\_\_\_.

Installments of \$\_\_\_\_\_ are to be received by the \_\_\_\_\_  
of each \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_.

The balance of \$\_\_\_\_\_ is to be received by \_\_\_\_\_.

Any bill we send you after \_\_\_\_\_ is due when  
you receive it.

#### LATE PAYMENT CHARGES

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

#### WHAT HAPPENS IF PAYMENTS ARE NOT MADE

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

#### ASSISTANCE

IF YOU ARE UNABLE TO PAY THE TERMS OF THIS AGREEMENT, OR NEED HELP UNDERSTANDING OR MAKING THIS AGREEMENT, CALL US AT 776-2173.

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

Issued by: Matthew J. Hunter, Director, Bath, N.Y.



PSC NO: 4 GAS  
BATH ELECTRIC, GAS AND WATER SYSTEMS  
Initial Effective Date: 01/21/2013

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Revision: 0  
Superseding Revision:

### **GENERAL INFORMATION**

#### **BUDGET BILLING OPTION**

If you are not already enrolled in our budget billing plan which allows you to pay for your service in equal monthly installments, and wish to enroll, check this box and we will start you on a plan immediately. A brochure describing the plan in more detail has been provided to you. Call 776-2173 if you have any questions about the Budget Billing Plan.

YES! I WOULD LIKE BUDGET BILLING. \_\_\_\_\_

#### **ACCEPTANCE OF AGREEMENT**

I have read, understood, and accept this agreement.

Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
NAME (TYPED OR PRINTED)

Company's Signature \_\_\_\_\_ Date \_\_\_\_\_

One copy of this agreement, signed by the customer, with the downpayment, must be received by Bath Electric, Gas & Water Systems by \_\_\_\_\_ in order to avoid having your service turned off.

Issued by: Matthew J. Hunter, Director, Bath, N.Y.

PSC NO: 4 GAS  
BATH ELECTRIC, GAS AND WATER SYSTEMS  
Initial Effective Date: 01/21/2013

Leaf: 103  
Revision: 0  
Superseding Revision:

**GENERAL INFORMATION**

**F. Certificate of Compliance – 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:E 101.6

\_\_\_\_ 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 gas service will, depending on the  
applicable circumstances, not be connected, be subject to a  
25 percent surcharge on the utility bill 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 certifies 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

Issued by: Matthew J. Hunter, Director, Bath, N.Y.

PSC NO: 4 GAS  
BATH ELECTRIC, GAS AND WATER SYSTEMS  
Initial Effective Date: 01/21/2013

Leaf: 104  
Revision: 0  
Superseding Revision:

**GENERAL INFORMATION**

**G. Certificate of Compliance – Dwelling Converting to Gas Space Heat**

One of the following certificates shall be completed and signed:

I \_\_\_\_\_, am aware that the Minimum Insulation Standards for Dwellings Converting to Gas 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 \_\_\_\_\_ meets those requirements,  
(Location)

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 utility bill may be imposed 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

\_\_\_\_\_  
I have inspected the building at \_\_\_\_\_  
(Location)  
owned by \_\_\_\_\_ and certify that it meets  
(Owner)

the requirements of the Minimum Insulation Standards for Dwellings Converting to Gas Space Heat.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Contractor or  
Utility Representative

Issued by: Matthew J. Hunter, Director, Bath, N.Y.

PSC NO: 4 GAS  
BATH ELECTRIC, GAS AND WATER SYSTEMS  
Initial Effective Date: 01/21/2013

Leaf: 105  
Revision: 0  
Superseding Revision:

### **GENERAL INFORMATION**

#### **H. Transportation Agreement Form**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between Bath Electric, Gas & Water Systems (BEGWS), having offices at South Avenue, Bath, New York, and \_\_\_\_\_ a corporation, having offices at \_\_\_\_\_ (Customer).

#### **W I T N E S S E T H:**

**WHEREAS** Customer has access to available quantities of natural gas, which quantities have been purchased by Customer for use in its facilities located at \_\_\_\_\_, and

**WHEREAS** Customer desires to have such quantities of natural gas transported to such facilities by BEGWS, and

**WHEREAS**, BEGWS is willing to receive, transport and deliver equivalent quantities (less quantities retained for unaccounted-for gas as provided in the applicable Tariff Provision) to an existing point of delivery between BEGWS and Customer all on the terms and conditions set forth.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein contained, and pursuant to the terms and provisions of Service Classification No. \_\_, P.S.C. No. 4-Gas nor superseding issues thereof the parties hereto agree as follows:

a. Term of Agreement

The term of this Agreement shall commence on \_\_\_\_\_ and shall continue through \_\_\_\_\_

b. Available and Maximum Daily Quantity

The maximum daily quantity of gas to be transported is \_\_\_\_\_ MCF. The total quantity of gas to be transported under the terms of this agreement is estimated to be \_\_\_\_\_. Customer expressly acknowledges that it has been apprised of the aforesaid limitations.

c. Rate: Customer agrees to pay BEGWS for transportation services provided in accordance with Service Classification No. \_\_, P.S.C. No. 4-Gas, the provisions of which are incorporated herein and made a part hereof.

Issued by: Matthew J. Hunter, Director, Bath, N.Y.

PSC NO: 4 GAS  
BATH ELECTRIC, GAS AND WATER SYSTEMS  
Initial Effective Date: 01/21/2013

Leaf: 106  
Revision: 0  
Superseding Revision:

**GENERAL INFORMATION**

- d. Delivery: The gas to be transported will be delivered by BEGWS to Customer, at an existing interconnection of BEGWS and Customer facilities located at \_\_\_\_\_. BEGWS will retain an amount equal to \* % of all gas delivered to BEGWS for the account of Customer as an allowance for losses incurred in the process of delivery, or such other percentage as may be required by BEGWS after written notice to the Customer. \*S.C. No. 3-1.7616% S.C. No.4-1.7616%
- e. Dispatching: On each "day" during the term of this Agreement, Customer shall advise BEGWS of the quantity of gas, if any, it desires to transport. Each party will so advise the other (prior to 8:00 A.M., if possible) in time to allow BEGWS dispatchers to make the necessary arrangements with the gas dispatchers of the pipelines to effectuate deliveries. Insofar as possible, BEGWS agrees to work with Customer to permit a weekly or longer duration schedule of deliveries by BEGWS to Customer to be implemented.
- The term "day" will mean the period of 24 consecutive hours beginning and ending at 8:00 A.M.
- f. Customer shall be responsible for the acquisition of any property rights necessary to accommodate the construction and installation of facilities which may be required for the receipt, delivery or metering of natural gas delivered into BEGWS pipeline and measurement system. BEGWS shall be reimbursed by Customer for any costs incurred in the construction and installation of the required receipt or delivery facilities, including, but not limited to, the costs of labor, materials and customary overheads. BEGWS will be reimbursed by the Customer for required load management equipment at the customer location.
- g. BEGWS will render to Customer a statement of the total quantity of natural gas received for the account of Customer and the charges due. Bills are computed at the above rate and will be accepted on or before twenty-three (23) days after the date the bill is mailed; otherwise, the amount including late payment charge of 1½% per month becomes due and payable.

Issued by: Matthew J. Hunter, Director, Bath, N.Y.

PSC NO: 4 GAS  
BATH ELECTRIC, GAS AND WATER SYSTEMS  
Initial Effective Date: 01/21/2013

Leaf: 107  
Revision: 0  
Superseding Revision:

### **GENERAL INFORMATION**

- h. Title to the volumes of gas delivered to BEGWS under this Service Agreement shall pass to BEGWS at the Point or Points of Receipt subject to BEGWS returning equal volumes less the allowance for unaccounted-for gas to the Customer at the Point(s) of Delivery at which latter Point(s) title to the gas shall become vested in the Customer. The Customer and BEGWS, for themselves, their successors, and assigns, warrant, each to the other, that at the time of receipt and delivery of gas, good title to such gas shall be in the name of the party making the delivery, and shall be free and clear of all liens, encumbrances and claims whatsoever.
- i. Neither of the parties shall be liable in damages to the other for any act, omission or circumstance occasioned by, or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. Failure to prevent or settle any strike or strikes shall not be considered to be a matter within the control of the party claiming the suspension.

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

Issued by: Matthew J. Hunter, Director, Bath, N.Y.

PSC NO: 4 GAS  
BATH ELECTRIC, GAS AND WATER SYSTEMS  
Initial Effective Date: 01/21/2013

Leaf: 108  
Revision: 0  
Superseding Revision:

**GENERAL INFORMATION**

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

k. Notices

All notices, invoices and other correspondence sent pursuant to this Agreement shall be addressed to the following parties:

Bath Electric, Gas & Water Systems  
P.O. Box 310  
Bath, New York 14810-0310  
Attention: Director of Municipal Utilities

l. This Agreement shall be binding upon the successors and assigns of BEGWS and Customer. No assignment of this Agreement shall be valid without the prior written consent of the parties hereto.

**IN WITNESS WHEREOF**, all parties executed this Agreement on the date first above written.

**ATTEST:** \_\_\_\_\_ **BATH ELECTRIC, GAS &  
WATER SYSTEMS**

**ATTEST:** \_\_\_\_\_ **Customer**

Issued by: Matthew J. Hunter, Director, Bath, N.Y.

PSC NO: 4 GAS  
BATH ELECTRIC, GAS AND WATER SYSTEMS  
Initial Effective Date: 01/21/2013

Leaf: 108.1  
Revision: 0  
Superseding Revision:

### GENERAL INFORMATION

#### I. Flexible Rate Service Agreement

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between Bath Electric, Gas & Water Systems (BEGWS), having offices at South Avenue, Bath, New York, and \_\_\_\_\_ a corporation, having offices at \_\_\_\_\_ (Customer).

#### **W I T N E S S E T H:**

**WHEREAS** Customer and BEGWS have previously entered into a contract for the transportation of natural gas to an existing point of delivery between BEGWS and the Customer, and

**WHEREAS** Customer meets the eligibility requirements under S.C.#5, P.S.C No. 4 - Gas, and to advise BEGWS of any changes in eligibility.

**WHEREAS**, Customer agrees to abide by the requirements of S.C.#5, P.S.C. No. 4 - Gas, and to advise BEGWS of any changes in eligibility.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein contained, and pursuant to the terms and provisions of Service Classification No. 5, P.S.C. No. 4-Gas or superseding issues thereof the parties hereto agree as follows:

##### a. Term Of Agreement

The term of this Agreement shall commence on \_\_\_\_\_ and shall continue until canceled by either party.

##### b. Documentation

Customer is required to provide documentation as to the alternate fuel burner tip price in a form prescribed by the tariff on a monthly basis when BEGWS is requested to discount its rate.

Issued by: Matthew J. Hunter, Director, Bath, N.Y.



PSC NO: 4 GAS  
BATH ELECTRIC, GAS AND WATER SYSTEMS  
Initial Effective Date: 01/21/2013

Leaf: 108.2  
Revision: 0  
Superseding Revision:

**GENERAL INFORMATION**

c. Rate

BEGWS will discount the rate down to a floor of \$0.10 per MCF based upon the information submitted and subject to the agreed upon sharing with Corning Natural Gas.

d. This Agreement shall be binding upon the successors and assigns of BEGWS and Customer. No assignment of this Agreement shall be valid without the prior written consent of the parties hereto.

**IN WITNESS WHEREOF**, all parties executed this Agreement on the date first above written.

**ATTEST:** \_\_\_\_\_ **BATH ELECTRIC, GAS &  
WATER SYSTEMS**

**ATTEST:** \_\_\_\_\_ **Customer**

Issued by: Matthew J. Hunter, Director, Bath, N.Y.

PSC NO: 4 GAS  
BATH ELECTRIC, GAS AND WATER SYSTEMS  
Initial Effective Date: 06/12/2017

Leaf: 108.3  
Revision: 0

Issued Under Authority of PSC Order Dated April 20, 2017 in Case No. 15-G-0244.

ACCESS TO PREMISES:

In accepting service, the consumer grants the Company's employees and agents the right of access to the premises at all reasonable times for such purposes as the reading of meters, inspection of meters, pipes and appliances, connecting, disconnecting or removing any or all of the property belonging to the company.

A \$100 charge on customer bills due when a customer fails to provide the Company's employees and agents access for the purpose of performing required leakage surveys and atmospheric corrosion inspections in accordance with Public Service Law §65(9).

Termination of gas service due to an end- use customer's failure to provide the Company's employees and agents access to allow for leakage surveys and corrosion inspections 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 service termination procedures in Article 2 of the Public Service Law. The Company's tariff may provide for termination of gas service to a customer after having charged the customer \$100 for failing to provide or allow access to a premises and the customer has paid the charge, the customer nonetheless refuses the Company's employees and agents access to perform the inspections after (a) 15 days' notice to the customer and (b) with notice to the Department of Public Service. Such notice shall be submitted first to the Department of Public Service for review and shall be included in tariffs.

All employees authorized to make such inspections, alterations or removals carry badges or other suitable identification which they are instructed to show upon request.

Issued by: E.B. Bonacci, Director, Bath, N.Y.

Effective Date: 05/01/2018

PSC NO: 4 GAS

Leaf: 109

BATH ELECTRIC, GAS AND WATER SYSTEMS

Revision: 2

Initial Effective Date: 5/1/2018

Superseding Revision: 0

Issued in compliance with Commission Order issued April 23, 2018 in Case 17-G-0423

**SERVICE CLASSIFICATION NO. 1**APPLICABLE TO USE OF SERVICE FOR:

All Purpose

CHARACTER OF SERVICE:

Continuous. Natural gas of not less than 1,000 BTUs per cubic foot. Normal pressure: 6 inches, but not less than 4 inches, water column.

RATE:

First 300 Cubic Feet, or less, per month	\$ 7.49
Over 300 Cubic Feet, per month, per 100 Cubic Feet	\$ .213
Minimum charge – per month, per meter	\$ 7.49

GAS ADJUSTMENT:

The charges set forth herein shall be subject to a gas adjustment per 100 cubic feet of gas supplied hereunder when changes from the base cost of 30.00 cents per 100 cubic feet of gas occur (as explained on Leaves No. 77 through No. 80).

TERMS OF PAYMENT:

Bills are computed at the above rate and will be accepted on or before twenty-three (23) days after the date the bill is mailed; otherwise, except for state agencies, the amount including late payment charge of 1 1/2% per month becomes due and payable.

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

TERMS:

Residential Deferred Payment Agreement: Leaf No. 100.

SPECIAL PROVISION:

None

Issued by: Erin Bonacci, Director of Municipal Utilities, 7-11 South Ave. Bath, NY 14810

Effective Date: 05/01/2018

PSC NO: 4 GAS

Leaf: 110

BATH ELECTRIC, GAS AND WATER SYSTEMS

Revision: 2

Initial Effective Date: 5/1/2018

Superseding Revision: 0

Issued in compliance with Commission Order issued April 23, 2018 in Case 17-G-0423

**SERVICE CLASSIFICATION NO. 2****APPLICABLE TO USE OF SERVICE FOR:**

Use of Natural Gas for any and all purposes, at one location, to any large volume customer, when the Company has executed a separate Service Agreement with the customer for service in the form prescribed under this tariff for service under this rate schedule.

**CHARACTER OF SERVICE:**

Interruptible. Natural Gas averaging not less than 1,000 BTUs per cubic foot.

Available in instances where the Company's facilities and gas supply are adequate or where required facilities and gas supply can be economically provided to supply the customer's requirements and when such service will not unduly jeopardize the general character of service to existing customers.

Gas sold hereunder to customer shall be subject to curtailment and interruption during periods of peak demand as determined by Company in its sole discretion. Customer agrees that Company shall not be liable for any loss or damage that may be sustained by customer for reason of any curtailment or interruption of service.

**RATE PER MONTH:**

All MCF, per MCF - \$0.884

**GAS ADJUSTMENT:**

The charges set forth herein shall be subject to a gas adjustment per 1,000 cubic feet of gas supplied as explained on Leaves No. 81 through No. 84.

**TERMS OF PAYMENT:**

Bills are computed at the above rate and will be accepted on or before twenty-three (23) days after the date the bill is mailed; otherwise, the amount including late payment charge of 1 1/2% per month becomes due and payable. Service to state agencies will be rendered in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of Laws of 1984, effective July 1, 1984).

Issued by: Erin Bonacci, Director of Municipal Utilities, 7-11 South Ave. Bath, NY 14810

PSC NO: 4 GAS  
BATH ELECTRIC, GAS AND WATER SYSTEMS  
Initial Effective Date: 01/21/2013

Leaf: 111  
Revision: 0  
Superseding Revision:

## **SERVICE CLASSIFICATION NO. 2**

### **TERMS:**

The term shall be defined within the written service agreement and mutually agreed upon by the Customer and the Company.

### **MINIMUM CHARGE:**

Customer will be required to purchase per month under this Service Classification and/or transport under Service Classification No. 4, a volume of gas not less than (a) one twenty-fourth (1/24) of the Maximum Annual Volume specified in the Service Agreement, or (b) 2,500 MCF, whichever is greater. If the minimum is not met, the deficiency will be billed at the rate specified under this Service Classification.

### **DETERMINATION OF DELIVERIES:**

The volume of gas to be billed under this rate shall be the sum of deliveries made by the Company to the Customer hereunder through one or more meters for each month, less the quantity of customer owned deliveries through such meter as determined by the company as described in Section XXVIII.B, Leaf 85.

### **DEFINITION:**

The term "Contract Year" shall mean a twelve consecutive month period to be specified in the Service Agreement. The term "interruption" as used herein shall mean complete discontinuance of service. The term "curtailment" as used herein shall mean reduction of supplies. When possible, curtailment to an amount stipulated by the municipality shall precede interruption.

Application For Service Under Service Classification No. 2 Form: Leaf No. 92. Also See Application for Non-Residential Service Form: Leaf No. 89., Deferred Payment Agreement : Leaf No. 95 and Deposit Alternative Notice: Leaf No. 99.

Issued by: Matthew J. Hunter, Director, Bath, N.Y.

Effective Date: 05/01/2018

PSC NO: 4 GAS

Leaf: 112

BATH ELECTRIC, GAS AND WATER SYSTEMS

Revision: 2

Initial Effective Date: 5/1/2018

Superseding Revision: 0

Issued in compliance with Commission Order issued April 23, 2018 in Case 17-G-0423

**SERVICE CLASSIFICATION NO. 3****APPLICABLE TO THE USE OF SERVICE FOR:**

Small Volume Transportation Service applicable to customers served by Service Classification No. 1 to P.S.C. No. 4-Gas when the Company has facilities available and adequate for the load. Service under the Service Classification must be requested by a customer who has contracted to purchase gas from an alternate source. Such customers shall be limited to those requiring transportation for a minimum volume of 5,000 MCF annually.

**CHARACTER OF SERVICE:**

Small volume transportation of end-use customer owned pipeline quality natural gas delivered between Murray Avenue Gate Station and the customer's existing service point. The Company will control the dispatch of such gas, and dispatch will be provided as requested by the customer, except the quantity of gas delivered will be conditioned upon the availability of the Company's capacity to serve such customers.

**RATE:**

For all gas delivered under this rate classification during each month the rate shall be \$1.764 per MCF. Above rate subject to increase in accordance with Section XXVIII.A, Leaf 85.

**MINIMUM CHARGE:**

\$249.63 per month, plus applicable taxes.

**APPLICATION OF DELIVERIES:**

Monthly deliveries to the customer will be applied first to any minimum requirement under applicable tariff provisions for firm service. Volumes above the firm service minimum requirement, up to the volumes received for transportation (net loss allowance) to the customer, shall be considered gas delivered under this Service Classification. Any additional volumes shall be billed at the rate specified in Service Classification No. 1.

**TERMS OF PAYMENT:**

Bills are computed at the above rate and will be accepted on or before twenty-three (23) days after the date the bill is mailed; otherwise, the amount including late payment charge of 1 1/2% per month becomes due and payable.

Issued by: Erin Bonacci, Director of Municipal Utilities, 7-11 South Ave. Bath, NY 14810

PSC NO: 4 GAS  
BATH ELECTRIC, GAS AND WATER SYSTEMS  
Initial Effective Date: 01/21/2013

Leaf: 113  
Revision: 0  
Superseding Revision:

### **SERVICE CLASSIFICATION NO. 3**

#### **GAS SUPPLIER TAKE OR PAY CHARGES:**

Commencing May 12, 1989, in addition to the applicable transportation charges under this Service Classification, customers shall also be charged a surcharge calculated so as to collect on an annual basis take or pay charges billed to the company by its pipe line supplier. The surcharge shall be shown on a Statement of Transportation Rate which will be files with the Commission and make available for public inspection.

#### **TERMS:**

The term shall be defined within the written service agreement and mutually agreed upon by the customer and the company.

#### **GENERAL TERMS AND CONDITIONS:**

The General Information Rules of the Company's rates and tariffs are applicable to all information not specifically covered within this Service Classification, and are hereby made a part thereof. See Section XXVIII.

Transportation Service Agreement: See Leaf No. 105.

PSC NO: 4 GAS  
BATH ELECTRIC, GAS AND WATER SYSTEMS

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Issued in compliance with Commission Order issued April 23, 2018 in Case 17-G-0423

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Revision: 2

Superseding Revision: 0

#### **SERVICE CLASSIFICATION NO. 4**

##### **APPLICABLE TO THE USE OF SERVICE FOR:**

Large Volume Transportation Service applicable to customers serviced by Service Classification No. 2 to P.S.C. No. 4-Gas when the Company has facilities available and adequate for the load. Service under this Service Classification must be requested by a customer who has contracted to purchase gas from an alternate source. Such customers shall be limited to those requiring transportation for a minimum volume of 25,000 MCF annually.

##### **CHARACTER OF SERVICE:**

Large volume transportation of end-use customer owned pipeline quality natural gas delivered between Murray Avenue Gate Station and the customer's existing service point. The Company will control the dispatch of such gas, and dispatch will be provided as requested by the customer, except the quantity of gas delivered will be conditioned upon the availability of the Company's capacity to serve such customers.

##### **RATE:**

For all gas delivered under this rate classification during each month the rate shall be \$1.160 per MCF. Above rate subject to increase in accordance with Section XXVIII.A, Leaf 85.

##### **APPLICATION OF DELIVERIES:**

Monthly deliveries to the customer, up to the volume received for transportation to the customer, shall be considered gas delivered under this Service Classification. Any additional volumes shall be billed at the rate specified in Service Classification No. 2.

##### **GAS SUPPLIER TAKE OR PAY CHARGES:**

Commencing May 12, 1989, in addition to the applicable transportation charges under this Service Classification, customers shall also be charged a surcharge calculated so as to collect on an annual basis take or pay charges billed to the Company by its pipe line supplier. The surcharge shall be shown on a Statement of Transportation Rate, which will be filed with the Commission and made available for public inspection.



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BATH ELECTRIC, GAS AND WATER SYSTEMS  
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#### **SERVICE CLASSIFICATION No. 4**

##### **TERMS OF PAYMENT:**

Bills are computed at the above rate and will be accepted on or before twenty-three (23) days after the date the bill is mailed; otherwise, the amount including late payment charge of 1 ½% per month becomes due and payable.

##### **TERMS:**

The term shall be defined within the written service agreement and mutually agreed upon by the customer and the company.

##### **GENERAL TERMS AND CONDITIONS:**

The General Information Rules of the Company's rates and tariffs are applicable to all information not specifically covered within this Service Classification, and are hereby made a part thereof. See Section XXVIII.

Transportation Service Agreement: See Leaf No. 105.

PSC NO: 4 GAS  
BATH ELECTRIC, GAS AND WATER SYSTEMS  
Initial Effective Date: 01/21/2013

Leaf: 116  
Revision: 0  
Superseding Revision:

### **SERVICE CLASSIFICATION NO. 5**

#### **APPLICABLE TO THE USE OF SERVICE FOR:**

Firm Transportation service to customers who meet eligibility requirements for service under S.C. Nos. 3 & 4, P.S.C. No. 4 Gas when the Company has facilities available and adequate for the load. Service under this Service Classification must be requested by a retail customer who has contracted to purchase gas from an alternate source. Such customers shall have demonstrated, to the Company's satisfaction, the ability to utilize an alternate source of fuel.

#### **CHARACTER OF SERVICE:**

Firm transportation of end-use customer owned pipeline quality natural gas delivered between Murray Avenue Gat Station and the dual-fuel customer's existing service point. The Company will control the dispatch of such gas, and dispatch will be provided as requested by the customer, except the quantity of gas delivered will be conditioned upon the availability of the Company's capacity to serve such customers.

#### **RATE:**

A rate per 1,000 cubic feet (MCF) shall be established, at the sole discretion of the Company, each month and shall be applicable to all gas transported under this Service Classification.

The rates shall be filed with the Commission and available for public inspection at the Company office at least three (3) working days prior to the first day of the billing period for which the rates shall apply.

The rate per MCF shall not be less than \$0.100 nor greater than the applicable S.C. Nos. 3 & 4 transportation rate for each specific customer. Above rate subject to increase in accordance with Section XXVIII.A, Leaf 85 and subject to any applicable New York State Tax.

#### **APPLICATION OF DELIVERIES:**

Monthly deliveries to the customer, up to the volume received for transportation to the customer, shall be considered gas delivered under this Service Classification. Any additional volumes shall be billed at the rate specified in Service Classification No. 2.

The customer's meter shall be read each time a rate adjustment is made so as to bill the consumption at the appropriate rate.

Issued by: Matthew J. Hunter, Director, Bath, N.Y.

PSC NO: 4 GAS  
BATH ELECTRIC, GAS AND WATER SYSTEMS  
Initial Effective Date: 01/21/2013

Leaf: 117  
Revision: 0  
Superseding Revision:

### **SERVICE CLASSIFICATION No. 5**

#### **APPLICATION OF DELIVERIES:**

Monthly deliveries to the customer, up to the volume received for transportation to the customer, shall be considered gas delivered under this Service Classification. Any additional volumes shall be billed at the rate specified in the appropriate Service Classification.

#### **TERMS OF PAYMENT:**

Bills are computed at the above rate and will be accepted on or before twenty-three (23) days after the date the bill is mailed; otherwise, the amount including late payment charge of 1 ½% per month becomes due and payable.

#### **TERMS:**

The term shall be defined within the written service agreement and mutually agreed upon by the customer and the company.

#### **GENERAL TERMS AND CONDITIONS:**

The General Information Rules of the Company's rates and tariffs are applicable to all information not specifically covered within this Service Classification, and are hereby made a part thereof.

Issued by: Matthew J. Hunter, Director, Bath, N.Y.

Effective Date: 05/01/2018

PC NO: 4 GAS

Leaf: 118

BATH ELECTRIC, GAS AND WATER SYSTEMS

Revision: 2

Initial Effective Date: 5/1/2018

Superseding Revision:

Issued in compliance with Commission Order issued April 23, 2018 in Case 17-G-0423

## CHARGES

### RECONNECTION CHARGES:

When service has been discontinued by the Company for non-payment as provided in Rule XIX or at the request of the customer, and the same customer applies for reconnection of service at the same premises within four (4) months, there shall be a reconnection charge payable before service will be reestablished, in the amounts as follows:

During the normal crew hours	\$ 60.00
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During weeknights, weekends and holidays	\$230.00
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### RETURNED CHECK FEE

Any checks received in payment for service which are returned to the Company for insufficient funds, or are otherwise dishonored by the bank, shall be charged a fee of \$20.00 for compensation of additional administrative work. If two checks have been returned by the bank, the customer who issued the dishonored checks may be required by the Company to render future payments by cash, money order, certified or cashier's check. Post-dated checks shall be returned to the customer as invalid for the transaction. Only United States currency shall be accepted for payment of accounts due the Company.

Issued by: Erin Bonacci, Director of Municipal Utilities, 7-11 South Ave. Bath, NY 14810