

PSC NO: 119 ELECTRICITY
 NEW YORK STATE ELECTRIC & GAS CORPORATION
 Initial Effective Date: ~~05/01/47~~11/01/2023
Issued in compliance with Order in Case No. 22-E-0317, dated October 12, 2023.

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TABLE OF CONTENTS

GENERAL INFORMATION	LEAF NO.
3. Service Connections/Meters (Cont'd.)	
I. Change of Service Connection Location	57
J. Metering of Multiple Dwelling Units	57
K. Motor Starting Currents	58
4. Billing and Collections	58
A. When Bills Are Due	58
B. Late Payment Charge	58
C. Rendition and Payment	59
D. Billing Period	60
E. Termination of Service	61
F. Complaint Procedures	70
G. Deferred Payment Agreement (DPA/EDPA)	70
H. Reconnection of Service	79
I. Meter Reading and Estimated Bills	81
J. Backbilling	87
K. Plurality of Services	90
L. Customer Deposit	91
M. Termination of Service Due to Customer Request	97
N. Cessation of Service	97
O. Shared Meters	97
P. Budget Billing	98
Q. Service Guarantee	101
R. Metered	101
S. Consumer Policies Related to Prolonged Outages	101
T. Length of Term	101
5. Liability	102
A. Continuity of Service	102
B. Customer's Equipment	102
C. Company Equipment	102
D. Improper Turn Off	102
6. Charges for Special Services	103
A. Minor Work	103
B. Other Work	103
C. Cost	103
7. Compliance with Directives of the New York Independent System Operator ("NYISO")	105
8. Compliance with Discontinuance Directives from the New York State Department of Transportation (DOT)	105

ISSUED BY: Jeremy Euto, Vice President – Regulatory, Binghamton, New York Joseph J. Syta, Vice President, Controller and Treasurer, Binghamton, New York

PSC NO: 119 ELECTRICITY
NEW YORK STATE ELECTRIC & GAS CORPORATION
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GENERAL INFORMATION

4. Billing and Collections: (Cont'd.)

B. Late Payment Charge: (Cont'd.)

2. Service to State Agencies shall be rendered in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984, effective July 1, 1984.)
3. Application of late payment charges may be waived by the Company.

C. Rendition and Payment:

i. Bills shall be deemed rendered, and other notices duly given, when delivered to the Customer personally or when mailed to the Customer at the premises supplied, or at the last known address of the Customer, or when left at either of such places, or when posted electronically. Failure to receive such bill, either by mail, personally, or electronically, shall not entitle the Customer to any delay in the settlement of each month's account nor to any extension of the date after which a late payment charge becomes applicable.

1. A bill for electric service shall be rendered on a monthly basis, however, if causes beyond the Company's control causes an irregularity in rendering a bill, no bill need be rendered before the sooner of: (i) the passage of 75 calendar days from the date of the previous bill, or (ii) the date that the cause of such delay has been remediated. Additionally, if a customer that participates in one of the following Rules, the regular interval may exceed 75 days:

- a. a Quarterly Payment Plan as provided in Rule 4.C.2 herein; or
- b. a customer that is billed bi-monthly (e.g., a customer that takes service under Service Classification No. 2 and meters are read bi-monthly); or
- c. a customer that takes service under Service Classification No. 1 or Service Classification No. 8 and elects Seasonal service.

2. If the Company has a billing irregularity it shall communicate the delay to customers (e.g., such communication can be made via phone call or email).

3. As provided in General Rule 4.B. above, the Late Payment Charge shall be assessed 23 days after the date on which the bill is rendered.

4. Beginning 90 calendar days after the final Commissioner Order in Case No. 22-E-0317, a Community Distributed Generation ("CDG") satellite customer, as described in Rule 37, who has not received a revised or corrected invoice within 45 calendar days of the bill issuance date, shall receive a credit of \$10 for each month in excess of the initial 45-day period that the CDG credits are applied, and the invoice issued ("Monthly Credit").

- a. A CDG satellite customer who has not received credits on their invoice for at least four months as of the date of issuance of a final Commissioner Order in Case No. 22-E-0317, or who has not received the correct amount of the CDG credits, shall be eligible for the Monthly Credit.
- b. If the CDG billing delays are due to factors outside of the Company's control, the Company shall not be required to provide the Monthly Credit.

i. Payment by mail properly stamped, addressed, and mailed on or before the past due date indicated on the bill as evidenced by the United States postmark, shall be deemed to be payment prior to the application

ISSUED BY: Joseph J. SytaJeremy J. Euto, Vice President Regulatory, Controller and Treasurer, Binghamton, New York

~~of late payment charges. Payment made via electronic funds transfer (EFT) shall be deemed paid on the date that funds are transferred from the Customer's bank account. A request by the Customer for adjustment of bills or any other complaint does not extend the date of the undisputed portion of bills which have been duly rendered.~~

- ii. ~~Customers receiving standard bills produced and issued by the Company's automated billing system, excluding specialized bills, may elect to receive and pay their bill through a participating bank or vendor under the Company's Online Billing (OLB) option. Under OLB, a bill shall be deemed rendered when posted electronically. Payment under OLB shall be considered made prior to the past due date if the Customer's bank, vendor, or authorized collector indicates that such a Customer's payment was made by the past due date as indicated on the bill.~~

1. ~~Dishonored Payment~~

~~Should the Company receive a negotiable instrument from an applicant or customer in payment of any bill, charge or deposit due, and such instrument be subsequently dishonored or be uncollectible for any reason, the Company shall charge a fee of \$20.00 to the applicant or customer, as permitted by General Obligations Law Section 5-328.~~

PSC NO: 119 ELECTRICITY
 NEW YORK STATE ELECTRIC & GAS CORPORATION
 Initial Effective Date: 12/01/2023
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GENERAL INFORMATION

4. Billing and Collections: (Cont'd.)

E. Termination of Service: (Cont'd)

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

Receipt by the Company of a subsequently dishonored negotiable instrument in response to a notice of termination shall not constitute payment of the customer's account, and the Company shall not be required to issue additional notice prior to termination. The Company shall charge the customer a handling charge as provided for under General Obligations Law Section 5-328.

9. Termination of Service to Multiple Dwellings:

(a) Entire Multiple Dwellings

The Company shall not terminate service to an entire multiple dwelling (as defined in the Multiple Dwelling Law or the Multiple Residence Law) unless the notices specified in Section 33 of the Public Service Law have been given, provided that where any of the notices required thereunder are mailed in a post-paid wrapper there shall be no termination of service until at least 18 days after the mailing of such notices.

(b) Two Family Dwellings

The Company shall not terminate 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 Section 34 of the Public Service Law have been given.

(c) Rules 4.E.3 through 4.E.8 shall be applicable with respect to the termination of service to multiple dwellings.

(d) During the cold weather period beginning November 1 of each year and ending April 15 of the following year, the written notices required in Rules 4.E.9(a) and 4.E.9(b) shall be provided not less than 30 days before the intended termination.

(e) The Company shall not terminate residential service on any given day when the temperature is forecasted to be at or above 85 degrees Fahrenheit in a customer's geographic operating region. The forecast to be used shall be provided by the United States National Weather Service.

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 Binghamton, NY

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~~Issued in compliance with Order in Case 15-E-0283, dated June 15, 2016~~ Issued in compliance with Order in Case No. 22-E-0317, dated October 12, 2023.

GENERAL INFORMATION

4. Billing and Collections: (Cont'd)

E. Termination of Service: (Cont'd)

13. Termination of Residential Service Special Procedures

Special emergency procedures, required by 16 NYCRR Part 11.5 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, and terminations during extreme heat. Copies of the Company's special procedures are on file with the Commission and are available to the public upon request at Company offices where applications for service may be made.

Issued by: ~~James A. Lahtinen~~ Jeremy J. Euto, Vice President – ~~Regulatory~~ Rates & Regulatory Economics,
Binghamton, NY

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GENERAL INFORMATION

4. Billing and Collections: (Cont'd.)

F. Complaint Procedures:

Any complaint filed with the Company regarding disputed bills charges or deposits shall be promptly investigated in accordance with the procedures and form of notice required by the Public Service Commission rules contained in 16NYCRR Sections 11.20, 12, 13.15, 143.8 and 143.9.

The Company shall not send a final notice of termination nor 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 the Company offices where application for service may be made. In the Company's final response to a complaint, if the resolution is at all in the Company's favor, it shall inform the customer of the Commission's complaint handling procedures, including the Commission's address and telephone number.

G. Deferred Payment Agreement ("~~DPA~~/~~EDPA~~"):

1. Residential

- (a) The Company shall offer any eligible residential customer or applicant a deferred payment agreement with specific terms as required by 11.10 of 16 NYCRR which sets forth in detail the following procedures. ~~The agreement offer shall be made in duplicate on the form set forth in Leaf 16-D-2 and 16-D-3 of this tariff.~~
- (i) All residential customers and applicants are eligible for an agreement unless the customer has broken an existing deferred 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.
- (ii) A specific written and/or electronic offer shall be made to eligible customers before the date of any threatened termination of service, where payment of outstanding charges is a requirement for reconnection or acceptance of an application for service, and when a customer has broken an agreement that was for a shorter period than the standard agreement.
- (iii) ~~The Company shall negotiate in good faith with any eligible customer or applicant in order to enter into an agreement that is fair and equitable considering the customer's or applicant's financial circumstances. Before making a written offer, the Company shall make a reasonable effort to contact by mail eligible customers or applicants for the purpose of offering a deferred payment agreement based on the customer's or applicant's financial circumstances.~~ The Company may, at its discretion, require the customer or applicant to complete a form ~~showing his or her detailing~~ assets, income and expenses, ~~and provide a~~ Reasonable documentation to substantiate ~~the~~ information provided may be required. ~~The Company, and if it does so,~~ shall treat all such information confidentially.

ISSUED BY: ~~Jeremy J. Euto~~ Joseph J. Syta, Vice President ~~– Regulatory, Controller and Treasurer~~, Binghamton, New York

PSC NO: 119 ELECTRICITY
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GENERAL INFORMATION

4. Billing and Collections: (Cont'd-)

G. Deferred Payment Agreement ("~~DPA~~/~~EDPA~~") (Cont'd-)

1. Residential: (Cont'd-)

~~The agreement offer shall be made in duplicate on the form set forth in Leaf 16-D-2 and 16-D-3 of this tariff (Cont'd)~~

(iii) (Cont'd):

The Company shall make a written ~~or electronic on-line~~ offer of a deferred payment agreement, not less than seven calendar days (10 days if mailed) before the earliest date on which termination may occur, when payment of outstanding charges is a requirement for acceptance of an application for service, when payment of outstanding charges is a requirement for reconnection of service, or as required after a defaulted payment agreement that was for a term shorter than Rule 4.G.(1)(b)(i) and 16 NYCRR 11.10.

The Company may postpone a scheduled termination of service up to 10 calendar days after the date stated in the final notice of termination for the purpose of negotiating payment agreement terms, provided the customer is advised of such postponement.

(b) A deferred payment agreement shall obligate the customer to make timely payments of all current charges and shall provide for:

- (i) a down payment up to 15% of the amount covered by the deferred payment agreement or the cost of ½ of one month's average usage, whichever is greater, unless such amount is less than the cost of ½ of one month's average usage, in which case the down payment may be up to 50% of such amount, and monthly installments of up to the cost of ½ of one month's average usage or one-tenth of the balance, whichever is greater.
- (ii) any specific terms for down payment and payment mutually agreed upon after negotiation by the Company and customer.
- (iii) if the customer demonstrates financial need, no down payment and installments as low as \$10 per month above current bills.

A deferred payment agreement ~~can~~^{must} be signed in duplicate ~~or electronically~~ by a Company Representative and the customer; a down payment, if required, must be received by the Company before the agreement becomes enforceable by either party. ~~The deferred payment agreement offer is valid until the next billing period.~~

~~The deferred payment agreement must be returned within six business days from the date of negotiation to the Company in order to be valid.~~ In the case of customers who are subject to a final notice of termination, the signed payment agreement must be returned to the Company ~~or entered into electronically with the Company~~ before the scheduled termination date in order to avoid termination.

A deferred payment agreement shall be renegotiated and amended if the customer or applicant demonstrates their financial circumstances have changed significantly beyond their control.

(c) If a customer fails to make timely payment in accordance with a deferred payment agreement, the Company shall send a reminder notice at least eight calendar days prior to the issuance of a final notice of termination.

If by the 20th day after payment was due under the deferred payment agreement, the Company has neither received payment nor negotiated a new payment agreement, the Company may demand full payment of the total outstanding charges and send a final termination notice in accordance with Rule 4.E.(1)(a) and 16 NYCRR 11.4 and 11.10.

ISSUED BY: ~~Jeremy J. Euto~~ ^{Joseph J. Syta}, Vice President – ~~Regulatory, Controller and Treasurer~~, Binghamton, New York

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A late payment charge of 1.5% per month (18% per year) shall be assessed to any unpaid installments including any unpaid regular bills issued for service provided during the term of the agreement.

PSC NO: 119 ELECTRICITY
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GENERAL INFORMATION

4. Billing and Collections: (Cont'd)

G. Deferred Payment Agreement ("~~DPA~~/EDPA"): (Cont'd)

1. Residential (Cont'd)

~~Reserved for Future Use(d) Residential Customer Payment Agreement - Form~~

Account number _____
 Amount Due NYSEG as of _____ (date) is \$ _____
 Customer Name _____
 Mailing Address _____

This agreement is being sent because we still have not received your payment for the overdue amount on your account. In order to avoid a shutoff, you may pay \$ _____ on the following installment plan:

ABOUT THIS AGREEMENT

This is an agreement by _____ to make payments to NYSEG for the above amount. It is also an agreement by NYSEG to provide service to _____ (address) as long as you make payments on time.

HOW PAYMENT IS TO BE MADE

A downpayment of \$ _____ is to be received by _____. Installments of \$ _____ are to be received by the _____ day of each month from _____ to _____. The balance of \$ _____ is to be received by _____. ~~Any new charges billed after _____ are due upon receipt.~~

~~See reverse side for Payment Agreement Rules, Late Payment Charges information, and What Happens If Payments Are Not Made.~~

ASSISTANCE

IF YOU ARE UNABLE TO PAY THE TERMS OF THIS AGREEMENT, OR WANT TO DISCUSS THIS AGREEMENT, CALL US AT 1-800-572-1111.

~~If you are not satisfied after speaking with our customer representative, please ask to speak to a Supervisor.~~

~~If you still are not satisfied after speaking with a Supervisor, you may contact NYSEG's "Consumer Appeals" at 1-800-231-2888.~~

~~IF FURTHER HELP IS NEEDED, YOU MAY CALL THE NEW YORK STATE PUBLIC SERVICE COMMISSION AT THE NUMBER LISTED ON THE BACK OF THIS FORM.~~

BUDGET BILLING

Budget billing for new charges allows you the convenience of paying for your service in equal monthly installments. Check the box below for immediate enrollment in this plan. For more information, see the reverse side.

YES! I WOULD LIKE BUDGET BILLING. ☐

ACCEPTANCE OF AGREEMENT

~~ONE SIGNED COPY OF THIS AGREEMENT, WITH THE REQUIRED DOWNPAYMENT, MUST BE RECEIVED BY NYSEG BY (date) OR YOUR SERVICE WILL BE TURNED OFF.~~

~~I have read, understand and accept this agreement.~~

Customer's Signature _____ Date _____

~~This agreement has been approved by New York State Electric & Gas Corporation.~~

Issued by: ~~James A. Lahtinen~~ Jeremy J. Euto, Vice President - Regulatory - Rates & Regulatory Economics, Binghamton, NY

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GENERAL INFORMATION

4. Billing and Collections: (Cont'd.)

G. Deferred Payment Agreement ("~~DPA~~/EDPA"): (Cont'd.)

1. Residential (Cont'd.)

~~Reserved for Future Use(d) — Residential Customer Payment Agreement Form (Cont'd)~~

~~PAYMENT AGREEMENT RULES~~

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

~~If you are unable to pay under the terms of this agreement, you should not sign it and either call us at the phone numbers on the front of this agreement or come to our office.~~

~~If you can demonstrate financial need, alternative terms will be arranged. Depending on your financial circumstances, a downpayment may not be required, and installments may be as low as \$10 per month.~~

~~If you are a recipient of public assistance or supplemental security income, assistance to pay your utility bill may be available from your local Department of Social Services.~~

~~If your financial circumstances change during the course of this agreement for reasons beyond your control, the terms of this agreement may be adjusted to reflect such changes. If a change is needed, call us at the phone numbers on the front of this agreement or come to our office.~~

~~LATE PAYMENT CHARGES~~

~~A late payment charge of 1.5% per month (18% per year) will be billed on any unpaid installments including any unpaid regular bills issued for service provided during the term of the agreement.~~

~~WHAT HAPPENS IF PAYMENTS ARE NOT MADE~~

~~If we do not receive payments of your installments and current bills on time, you may be required to pay the total amount due on your account. NYSEG will send you a termination notice allowing you 15 days before service is turned off.~~

~~PUBLIC SERVICE COMMISSION HELPLINE~~

~~If further assistance is needed, you may call the New York State Public Service Commission at 1-800-342-3377 8:30 AM to 4:30 PM on business days.~~

~~HOW DOES BUDGET BILLING WORK?~~

~~There is no charge for this service. We estimate your total annual usage based on your previous year's use of electricity and/or natural gas. We then divide that estimate by 12 to get your monthly budget billing amount. We will review your account every three months to make sure your energy use is in line with your monthly payments. If necessary, we will adjust your monthly payment so you have neither a big credit nor a large amount due (debit) when your account is balanced in the 12th month.~~

~~After the 12th installment is billed, we will calculate what your monthly payment amount will be for the next year. Your budget billing account will automatically be renewed at the end of 12 months if we don't hear from you.~~

~~Your monthly bill will indicate the total amount billed, the cost of energy used and the account balance. At times, you may see a credit on your Budget Billing account because your Budget Billing amounts are greater than your actual energy use. At other times you will see a debit because your Budget Billing amounts are less than your actual energy use. We do not charge interest if you have a debit, nor do we pay interest if you have a credit. Sales tax (state and local) is applied on the amount of energy actually used during the billing period, not on the budget billing amount.~~

Issued by: ~~James A. Lahtinen~~Jeremy J. Euto, Vice President — Regulatory — Rates & Regulatory Economics,
 Binghamton, NY

—————If you have questions about our Budget Billing program, please call us toll free at 1-800-572-1111.

PSC NO: 119 ELECTRICITY
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GENERAL INFORMATION

4. Billing and Collections: (Cont'd.)

G. Deferred Payment Agreement ("~~DPA~~/EDPA"): (Cont'd.)

2. Non-Residential:

- (a) Any non-residential customer is eligible for a deferred payment agreement except:
- (i) A customer who owes any amounts under a prior deferred payment agreement; or
 - (ii) A customer who failed to make timely payments under a prior deferred payment agreement in effect during the previous 12 months; or
 - (iii) A customer that is a publicly held company or a subsidiary thereof; or
 - (iv) A seasonal, short-term or temporary customer; or
 - (v) An electric customer who, during the previous 12 months, had a combined average monthly billed demand for all its accounts with the Company in excess of 20 kW, or who registered any single demand or any account in excess of 40 kW; or
 - (vi) A customer of any two services (gas or electric) who is ineligible under any provision for a deferred payment agreement in the respective schedule; or
 - (vii) A customer who the Company can demonstrate has the resources to pay the bill, provided that the Company notifies the customer of the Company's reasons and of the customer's right to contest this determination through the Commission's complaint procedures.

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 16 NYCRR 13.5 is intended to protect, when an agreement is necessary for a fair and equitable resolution of an individual complaint.

The Company shall provide a written or electronic notice offering a deferred payment agreement to an eligible customer not less than five calendar days before the date of a scheduled termination of service for non-payment of arrears, 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 final termination notice is based exceeds two months average billing.

The Company shall provide a written or electronic notice offering a deferred payment agreement when it renders a backbill, which exceeds the cost of twice the customer's average monthly usage or \$100.00, whichever is greater; provided, however, that the Company will not be required to offer a deferred payment agreement when the customer knew, or reasonably should have known, that the original billing was incorrect.

For the purpose of this section, a non-residential "short-term" or "temporary" customer is a customer who requested service for a period of time up to two years.

Issued by: ~~James A. Lahtinen~~ Jeremy J. Euto, Vice President – ~~Regulatory~~—Rates & Regulatory Economics,
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GENERAL INFORMATION

4. Billing and Collections: (Cont'd-)

G. Deferred Payment Agreement ("~~DPA~~/EDPA"): (Cont'd-)

2. Non-Residential: (Cont'd-)

- (b) A deferred payment agreement shall obligate the customer to make timely payments of all current charges and may require the customer:
- (i) to make a down payment of up to 30% ~~percent~~ of the arrears on which an outstanding termination notice is based, or the cost of twice the customer's average monthly usage, whichever is greater, plus the full amount of any charges billed after the issuance of the termination notice which are in arrears at the time the agreement is entered into; or
 - (ii) if a field visit to physically terminate service has been made, to make a down payment of up to 50% ~~percent~~ of the arrears on which an outstanding termination notice is based or the cost of four times the customer's average monthly usage, whichever is greater, plus the full amount of any charges billed after the issuance of the termination notice which are in arrears at the time the agreement is entered into; and
 - (iii) 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
 - (iv) To pay the late payment charges on any unpaid installments, including any unpaid regular bills issued for service provided during the period of the agreement; and
 - (v) To pay a security deposit in three installments, 50% ~~percent~~ down and two monthly payments of the balance, provided the deposit was previously requested under Rule 4.L; and
 - (vi) 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, when a deferred payment agreement is offered to a customer with a backbill exceeding the cost of twice the average monthly usage or \$100.00, whichever is greater, pursuant to Rule 4.G.(2)(a).

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GENERAL INFORMATION

4. Billing and Collections: (Cont'd-)

G. Deferred Payment Agreement ("~~DPA~~/EDPA"): (Cont'd-)

2. Non-Residential: (Cont'd-)

- (c) A deferred payment agreement may provide for a greater or lesser down payment, a longer or shorter repayment period, and payment according to any schedule, if mutually agreed upon by both the Company and the customer. A deferred payment agreement ~~can~~ must be signed in duplicate ~~or electronically~~ by a Company Representative and the customer. ~~each must receive a copy. The Company must receive the signed DPA/EDPA before the agreement becomes enforceable by either party. If terms of an agreement are agreed upon by telephone conversation, the Company shall send the customer two fully completed copies of the agreement signed by a Company Representative for the customer to sign and return.~~
- (d) If a customer fails to make timely payment in accordance with a deferred payment agreement, on the first occurrence the Company shall give the customer a reasonable opportunity to keep the agreement in force by paying any amounts due under the agreement. Otherwise, the Company may demand full payment of the total outstanding charges and send a final termination notice as provided under Rule 4.E.2.(e)(ii).

Issued by: ~~James A. Lahtinen~~Jeremy J. Euto, Vice President – ~~Regulatory~~—Rates & Regulatory Economics,
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GENERAL INFORMATION

4. Billing and Collections: (Cont'd-)

G. Deferred Payment Agreement ("DPA/EDPA"): (Cont'd-)

2. Non-Residential -(Cont'd-)

Reserved for Future Use
~~(e). Non-Residential Customer Payment Agreement – Form~~

NON-RESIDENTIAL CUSTOMER PAYMENT AGREEMENT

Check One: ☐ Past Due Balance ☐ Security Deposition

CUSTOMER NAME _____

 _____ (Account Number)

SERVICE ADDRESS _____

 _____ (Date)

 _____ (Phone Number)

ABOUT THIS AGREEMENT

This is an agreement by _____
 to make payments to NYSEG for amounts owed. It is also an agreement by NYSEG that it will not shut off service to the address listed above as long as payments are made on schedule.

HOW MUCH IS TO BE PAID
 The total amount you owe NYSEG as of _____ is \$ _____
 _____ (Month, Day, Year)

HOW PAYMENT IS TO BE MADE
 Down Payment* \$ _____ is to be received by _____

Monthly Installment* \$ _____ to be received on _____ each month

_____ (Day or Date)
 starting _____ and ending _____

Any bill you receive after _____ is due when you receive it.
 *See the reverse side for the rules by which the down payment and monthly installments are calculated as well as an itemized payment schedule.

LATE PAYMENT CHARGES

A late payment charge of \$1.5% per month (18% per year) will be billed on any unpaid installments including any unpaid regular bills issued for service provided during the term of the agreement.

WHAT HAPPENS IF PAYMENTS ARE NOT MADE

If we do not receive these payments or your regular bill payments on time, we will require payment of the total amount owed on this account. NYSEG will issue a notice allowing you 8 days if mailed, or 5 days if served personally, to pay the balance owed before service is shut off.

PUBLIC SERVICE COMMISSION (PSC) ASSISTANCE

YOU MAY OBTAIN THE ASSISTANCE OF THE COMMISSION TO ASSURE THAT THIS AGREEMENT IS IN CONFORMANCE WITH PSC REGULATIONS. THEIR NUMBER IS 1-800-342-3377, 8:30 AM TO 4:30 PM ON BUSINESS DAYS.

ACCEPTANCE OF AGREEMENT

I accept this agreement _____

Customer's Signature _____ Date _____

Issued by: James A. Lahtinen Jeremy J. Euto, Vice President – Regulatory – Rates & Regulatory Economics,
 Binghamton, NY

Company's Signature

Date

A SIGNED COPY OF THIS AGREEMENT AND THE DOWN PAYMENT MUST BE RECEIVED BY THE COMPANY BY _____ IF
A SIGNED COPY AND THE DOWN PAYMENT IS NOT RECEIVED BY THIS DATE, YOUR SERVICE WILL BE SHUT OFF WITHOUT FURTHER
NOTICE.

PSC NO: 119 ELECTRICITY
NEW YORK STATE ELECTRIC & GAS CORPORATION
Initial Effective Date: ~~07/16/11/01/2023~~

Leaf: 155
Revision: ~~56~~
Superseding Revision: ~~54~~

Issued in compliance with Order in Case No. 22-E-0317, dated October 12, 2023.

GENERAL INFORMATION

14. Glossary: (Cont'd)

Load: A consumer of electric Energy and/or Capacity.

Load Factor: The ratio of the average consumption to maximum consumption for a given time period.

Load Shedding: The systematic reduction of system demand by temporarily decreasing load consumption in response to Distribution System or area Capacity shortages, system inability, or voltage control considerations.

Make-Whole Charge or Make-Whole Rate: In accordance with Public Service Commission Order issued October 12, 2023 in Case 22-E-0317, the Make-Whole Energy Charge/Make-Whole Energy Rate recovers shortfalls in delivery revenues such that the Company and their customers would be in the same position had Rate Year 1 rates gone into effect on May 1, 2023. The Make-Whole Energy Charge/Make-Whole Energy Rate commences November 1, 2023 and remains in effect through April 30, 2026.

Marketer: An Energy Services Company ("ESCO")

Megawatt ("MW"): 1,000 kilowatts.

Megawatthour ("MWH"): 1,000 kilowatthours.

Month: A period beginning at 9:00 a.m. Central Clock Time on the first Day of the calendar Month and ending at 9:00 a.m. Central Clock Time on the first Day of the following calendar month.

Multiple Occupancy Building: A structure (including row houses) enclosed within exterior walls or fire walls, which is built, erected and framed of component structural parts and is designed to contain four or more individual dwelling units for permanent residential occupancy.

New Construction: The installation of new electric distribution lines, service lines and appurtenant facilities on any right-of-Way where no such electric distribution line exists, and may also include (in connection with such installation) the addition of appurtenant facilities (other than replacement facilities) to existing distribution lines.

Comment: The installation of a new facility parallel to and on the same right-of-way as an existing underground facility also constitutes the new construction of such facility.

New Customer: A customer who was not the last previous customer at the premises to be served, regardless of whether such customer previously was or is still a customer of the Company at a different location.

New York Independent System Operator ("NYISO"): An organization formed under FERC approval to provide equal access to the transmission system of New York State and to maintain system reliability, and any successor organization thereto.

New York State Reliability Council ("NYSRC"): An organization established by agreement among the transmission owners of New York State to promote and maintain the reliability of the New York State power system.

ISSUED BY: Jeremy Euto, Vice President – Regulatory, Binghamton, New York ~~Joseph J. Syta, Vice President, Controller and Treasurer, Binghamton, New York~~

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New York State Transmission System: The entire New York State electric transmission system as defined in the NYISO Transmission Tariffs.

Non-Emergency Services: Services provided by the Company that are not in response to emergency events.