

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

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SUPERSEDING REVISION:

CHAUTAUQUA UTILITIES, INC.

SCHEDULE

FOR

GAS SERVICE

Applicable
In

Town of North Harmony
Located in Chautauqua County, State of New York

(Note: It will be necessary to replace title page in case at a later date
the schedule is made to apply to additional territory or area)

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 2
REVISION: 0
SUPERSEDING REVISION:

TABLE OF CONTENTS

No. Page

I. TERRITORY TO WHICH SCHEDULE APPLIES 6

II. DEFINITIONS APPLICABLE TO THIS SCHEDULE 6

III. APPLICATION FOR SERVICE 9

 A. General..... 9

 B. Application for Residential Service 10

 C. Application for Non-Residential Service..... 12

 i. Extension of Service..... 12

 ii. Denial of Application 13

 iii. Former Indebtedness – Non-Residential 14

IV. CONSUMER DEPOSITS 15

 A. Residential 15

 i. Deposits 15

 ii. Refunds 16

 B. Non-Residential 17

 i. Deposit Requirements..... 17

 ii. Deposit Calculation 18

 iii. Deposit Review..... 19

 iv. Deposit Alternatives..... 19

 v. Interest..... 20

 vi. Deposit Return 20

V. MAINS AND SERVICE LINES..... 21

VI. FURNISHING OF RIGHT-OF-WAY
OR AGREEMENT TO PAY COSTS 24

VII. INSTALLATION BEFORE SERVICE REQUIRED 25

VIII. INSPECTION, MAINTENANCE AND
REPLACEMENT OF FACILITIES..... 25

IX. METERS 25

X. INSTALLING METER AND SUPPLYING SERVICE 27

XI. ACCESS TO PREMISES..... 27

XII. CONSUMER’S EQUIPMENT 28

XIII. LEVELIZED PAYMENT PLANS – RESIDENTIAL 28

XIV. LEVELIZED PAYMENT PLANS NON-RESIDENTIAL 31

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 3
REVISION: 0
SUPERSEDING REVISION:

- A. Obligation to Offer 31
- B. Eligibility 31
- XV. ESTIMATED BILLS AND NO ACCESS PROCEDURES..... 32
 - A. Residential 32
 - i. Estimated Bills 32
 - ii. No Access Procedures 32
 - B. Non-Residential 33
 - i. Estimated Bills 33
 - ii. No Access Procedures 35
- XVI. METER READING, BILLING, COLLECTION 37
 - A. Meter Reading and Billing 37
 - i. General 37
 - ii. Non-Residential Customers Meter Reading 37
 - B. Payment and Late Payment..... 38
 - i. General 38
 - ii. Non-Residential Customers 38
 - C. Dishonored Payment..... 39
 - D. Increase in Rates Applicable in Municipality
Where Service is Supplied..... 39
 - E. Interest on Customer Overpayments..... 40
 - F. Quarterly Payment Plan 40
 - G. Contents of Bills 41
 - H. Annual notice of rights 41
- XVII. BACKBILLING 41
 - A. Residential 41
 - B. Non-Residential Customers 42
 - i. Notice 42
 - ii. Limitations on Backbill Rendering..... 43
 - iii. Limitations on Backbilling Period..... 43
- XVIII. DISCONTINUANCE OF SERVICE – RESIDENTIAL CUSTOMERS 44
 - A. Notice of Discontinuance – Time 44
 - B. Notice of Discontinuance – Format (See Form I)..... 45
 - i. Every notice indicating discontinuance of service will 45
 - ii. Have printed on the fact thereof 45
 - C. Verification of Delinquent Account Prior to Discontinuance 46

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 4
REVISION: 0
SUPERSEDING REVISION:

- D. Rapid Posting of Payments in Response to Notices of Discontinuance... 46
- E. Deferred Payment Agreement – Residential..... 46
- F. Days and Time When Discontinuance of Service is Not Permitted 49
- G. Voluntary Third Party Notice Prior to Discontinuance of Service..... 49
- H. No additional Notice Required When Payment by
Check is Subsequently Dishonored..... 49
- I. Discontinuance of Service to Entire Multiple Dwellings 49
- J. Discontinuance of Service to Two-Family Dwellings..... 51
- K. Discontinuance During Cold Weather..... 51
- L. Disconnection During Emergencies..... 51
- M. Termination of Residential Service – Special Procedures..... 51
- XIX. COMPLAINT PROCEDURES – RESIDENTIAL..... 52
- XX. RECONNECTION OF SERVICE – RESIDENTIAL 53
- XXI. DISCONTINUANCE OF SERVICE – NON-RESIDENTIAL 54
 - A. Conditions for Termination 54
 - B. Final Notice of Termination 55
 - C. Physical Termination of Service..... 57
 - D. Rapid Posting of Payments..... 58
 - E. Deferred Payment Agreement – Non-residential Customers..... 58
 - i. Company’s Obligations 58
 - ii. Eligibility 59
 - iii. Contents of Offer 60
 - iv. Terms of Agreement 60
 - v. Form of Agreement..... 61
 - vi. Broken Agreements 62
 - F. Payment at the Time of Termination..... 62
 - G. Dishonored Checks..... 63
 - H. Applicability 63
 - I. Disconnection of Non-Residential Customers Without Notice 64
 - i. Emergency Disconnection 64
- XXII. RECONNECTION OF SERVICE – NON-RESIDENTIAL 65
 - A. Obligation to Reconnect 65
 - B. Inability to Reconnect..... 66
 - C. Charge for Reconnection of Service..... 66
- XXIII. COMPLAINT HANDLING PROCEDURES – NON-RESIDENTIAL..... 66

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 5
REVISION: 0
SUPERSEDING REVISION:

A. Complaints to the Company 66

B. Complaints to the Commission..... 66

XXIV. NOTICE REQUIREMENTS – NON-RESIDENTIAL CUSTOMERS..... 67

 A. Annual Notice of Rights 67

 B. Periodic Notices..... 67

XXV. INSPECTION AND EXAMINATION OF COMPANY

 APPARATUS--NON-RESIDENTIAL CUSTOMERS 68

 A. Right to Inspect..... 68

 B. Duty to Inspect..... 68

XXVI. RESALE, REMETERING OR SUBMETERING 69

XXVII. TEMPORARY SERVICE 69

XXVIII. ADJUSTMENT OF RATES IN ACCORDANCE

 WITH CHANGES IN THE COST OF PURCHASED GAS..... 70

 A. Gas Supply Charge 70

 B. Average Cost of Gas 70

 C. Statement of Gas Supply Charge..... 71

 D. Supplier Refund Provision..... 71

 E. Annual Surcharge or Refund..... 72

XXIX. LIABILITY 73

XXX. RATE REVISIONS..... 73

XXXI CHANGE IN INSTALLATION 74

XXXII. FORMS

 FORM A. Form Application for Residential Service..... 75

 FORM B Form of Application for Non-Residential Service 78

 FORM C Final Notice of Termination Checklist..... 81

 FORM D Asset Evaluation Form 82

 FORM E Form for Levelized Payment Plan 83

 FORM F. Residential Payment Agreement..... 85

 FORM G Sample Final Suspension Notice..... 86

 FORM H Sample Past Due Reminder Notice 87

 FORM I Sample Final Termination Notice..... 88

 FORM J Form for Quarterly Billing 89

 FORM K Form Notification to Social Services 90

SERVICE CLASSIFICATION NO. 1 91

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 6
REVISION: 0
SUPERSEDING REVISION:

I. TERRITORY TO WHICH SCHEDULE APPLIES:

This schedule applies to the Town of North Harmony, located in Chautauqua County, State of New York.

II. DEFINITIONS APPLICABLE TO THIS SCHEDULE:

- A. "Adjusted gas revenue" means the revenue realized from the applicable service classification rates and charges, minus revenue taxes, the minimum charge and the cost of gas.
- B. An "applicant" is an individual, firm or partnership requesting the Company's service. Each individual residence, apartment or business location for which service is requested shall be counted as a separate application under these regulations. A residential applicant is any person who requests gas service at a dwelling for his or her residential use or the residential use by another person, for which the Company's effective tariff specifies a residential rate.
- C. The Term "Company" or "Utility" means Chautauqua Utilities, Inc.
- D. "Cost" or "Expense" shall include all labor, material and other definite charges applicable thereto, plus a reasonable percentage for engineering, purchasing and use of construction equipment.
- E. A "Customer" is an individual firm, partnership, corporation, association, municipality, or governmental body lawfully receiving service from the Company.
- i. "Customer", for the purposes of the Home Energy Fair Practices Act, a residential customer or current residential customer includes any person who pursuant to an application for service made by such person or a third party on his or her behalf is supplied directly by the Company with gas service at a premises used in whole or in part as his or her residence, as defined in 16 NYCRR 11.2(a)(2).
- F. A "main" is a pipeline located on a public or private right-of-way which is generally available or used to transport gas to more than one service line.
- G. "Net Revenue" means the revenue realized from the applicable service classification rates and charges less revenue taxes and the cost of gas.

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 7
REVISION: 0
SUPERSEDING REVISION:

- H. A “Non-residential Access Controller” is a party known to the Company to be in control of access to the meeting equipment of a non-residential customer, and to have an active account of its own with the Company.
- I. A “Non-residential Actual Reading” is one obtained by a Company employee from either the meter or a remote registration device attached thereto.
- J. A “Non-residential Applicant” is a person, corporation or other entity who has requested gas service as a non-residential customer.
- K. A “Non-residential Arrears” is charges for which payment has not been made more than 20 calendar days after payment was due.
- L. A “Non-residential Back bill” is that portion of any bill, other than a levelized bill, which represents charges not previously billed for service that was actually delivered to the customer during a period before the current billing cycle. A bill based on an actual reading rendered after one or more bills based on estimated or customer readings (commonly called a catch-up bill) which exceeds by 50 percent or more that bill that would have been rendered under the Company’s standard estimation program is presumed to be a backbill.
- M. A “Non-residential Business Day” is any Monday through Friday when the Company’s business offices are open.
- N. A “Non-residential Company Deficiency” means any action or inaction by the Company or one of its authorized agents that does not substantially conform to the rules and regulations of 16 NYCRR Part 13, the Company’s tariff, or the Company’s written business procedures.
- O. A “Non-residential Customer” is a person, corporation or other entity, supplied by the Company with gas service under the Company’s tariff and pursuant to an accepted application for service, who is not a residential customer as defined in 16 NYCRR Part 11.
- P. A “Non-residential Deferred Payment Agreement” is a written agreement for the payment of outstanding charges over a specified period of time. It must be signed in duplicate by the Company representative and the customer, and each must receive a copy, before it becomes enforceable by either party.
- Q. A “Non-residential Delinquent Customer” is a customer who has made a late Payment on two or more occasions within the previous 12 month period.
- R. A “Non-residential Late Payment” is any payment made more than 20 calendar days after the date payment was due. Payment is due whenever

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 8
REVISION: 0
SUPERSEDING REVISION:

specified by the Company on its bill, provided such date does not occur before personal service of the bill or three calendar days after the mailing of the bill.

- S. A “Non-residential Levelized Payment Plan” is a billing plan designed to reduce fluctuations in a customer’s bill payments due to varying, but predictable, patterns of consumption.
- T. A “Non-residential New Customer” is a customer who was not the last previous customer at the premises to be served, regardless of whether such customer previously was or is still a customer of the Company at a different location.
- U. A “Non-residential Payment” is considered to be made on the date when it is received by the Company or one of its authorized agents.
- V. A “Non-residential Seasonal Customer” is a customer who applies for and receives Company service periodically each year, intermittently during the first year, or at other irregular intervals.
- W. A “Non-residential Short Term or Temporary Customer” is a customer who requested service for a period of time up to two years.
- X. A “Non-residential Tampered Equipment” is any service related equipment that has been subjected either to unauthorized interference so as to reduce the accuracy or eliminate the measurement of the Company’s service, or to unauthorized connection occurring after the Company has physically disconnected service.
- Y. A “Public Right-of-Way” is the territorial limits of any street, avenue, road or way (other than a limited access thoroughfare) that is for any highway purpose under the jurisdiction of the State of New York or the legislative body of any county, city, town or village and is open to public use.
- Z. A “Residential Applicant”, for the purpose of the Home Energy Fair Practices Act, includes any person who requests gas service at a premises to be used as his or her residence or the residence of a third party on whose behalf the person is requesting service, as defined in 16 NYCRR 11.2(a)(3).
- AA. A “Residential Customer” is any person who requests gas service at a dwelling for his or her residential use or residential use by another person, for which the Company’s effective tariff specifies a residential rate.
 - i. A “Residential Customer”, for purposes of the Home Energy Fair Practices Act, is any person who pursuant to an application for service made by such person or a third party on his or her behalf is supplied

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 9
REVISION: 0
SUPERSEDING REVISION:

directly by the Company with gas service at a premises used in whole or in part as his or her residence, as defined in 16 NYCRR 11.2 (a)(2).

- BB. A "Residential Heating Customer" is a residential customer that uses natural gas for space heating.
- CC. A "Residential Non-Heating Customer" is a residential customer that does not use natural gas for space heating.
- DD. A "service line" is the piping, including associated metering and pressure reducing appurtenances, that transports gas below grade from a main to the first accessible fitting inside the wall of a customer's building when a meter is located within the building; if a meter is located outside the building, the service line will be deemed to terminate at the outside of the building foundation wall.
- EE. "Surcharge" is a charge payable by the Customer to Company, in addition to the charge for gas under the applicable service classification.
- FF. Abbreviations:
Cu. Ft.- Cubic foot or cubic feet
CCF or ccf- One hundred cubic feet
Mcf- One thousand cubic feet
Btu- British thermal unit
Th- Therm (100,000 Btu)
Dt or Dth- Dekatherm (10 therms or 1,000,000 Btu)
16 NYCCR - Title 16 of the New York Code of Rules and Regulations.
numerical suffix denotes section or part.

III. APPLICATION FOR SERVICE

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

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 10
REVISION: 0
SUPERSEDING REVISION:

service is desired.

B. Application for Residential Service:

- i. A residential service application may be oral or written. An oral application for service shall be deemed completed when the applicant provides his or her name, address, telephone number and address of prior account (if any). The Company may require an applicant to complete a written application if:
 - a. There are arrears at the premises to be served and service was terminated for non-payment or is subject to a final notice of termination; or
 - b. There is evidence of meter tampering or theft of service; or
 - c. The meter has advanced and there is no customer of record; or
 - d. The application is made by a third party on behalf of the person who would receive service.
- ii. Whenever a written application for residential service is required, the Company shall notify the applicant within two business days after such request, stating the basis for requiring a written application. A written application may require the submission of information required in an oral application and reasonable proof of the applicant's identity and responsibility for service at the premises to be served. A written application containing the required information shall be deemed completed when received by the Company.
- iii. In accordance with 16 NYCRR Sections 11.30 through 11.32, and Section 52 of the Public Service Law, when a tenant's service meter also registers utility service use outside the tenant's dwelling, the tenant is not required to pay the charges for that service. The company will establish an account in the owner's name for all service registered on the shared meter after that date and will rebill for past service in accordance with 16 NYCRR Part 52(c)(ii). A customer may request a copy of the entire rules governing shared meters from the company's office.
- iv. Former Indebtedness Paid – Residential;
 - a. The Company will not be obligated to provide service to an applicant who owes the Company money for residential service provided to a prior account in his or her name unless:

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 11
REVISION: 0
SUPERSEDING REVISION:

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

v. Obligation to Provide Residential Service:

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

vi. Period of Service:

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

vii. Approval of Service:

- a. Before service is furnished at any location, the Company may require all piping and equipment to be inspected and approved by its Inspection Department or any legally constituted authorities

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 12
REVISION: 0
SUPERSEDING REVISION:

having jurisdiction. If additional piping or equipment is installed in such premises, the customer shall notify the Company, before connection to the Company's service and secure such approval.

viii. Refusal to Serve:

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

C. Application for Non-Residential Service:

i. Extension of Service:

- a. The Company shall either provide or deny service to any applicant as soon as reasonable possible, but no later than 10 calendar days after receipt of a completed application for service or such later time as may be specified by the applicant, except:
 1. Where prevented by labor strikes, or other work stoppages;
 2. Where precluded by consideration of public safety;
 3. Where precluded by physical impediments including:
 1. adverse weather conditions;
 2. inability to gain access to premises in the possession of the applicant or others;

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 13
REVISION: 0
SUPERSEDING REVISION:

3. incomplete construction of necessary facilities by the applicant or inspection and certification thereof by the appropriate authorities; or
 4. incomplete construction of necessary facilities by the Company.
- b. The Company will make reasonable efforts to eliminate conditions preventing extensions of service and will pursue completion of any facilities it must construct with due diligence.
- c. As a prerequisite to accepting an applicant as a customer, and providing service, the Company may require the applicant to:
1. File a written service application containing information sufficient to establish the applicant's identity and responsibility for the premises as either the owner or occupant, the correct service classification, and who controls access to the meter(s) if not the customer;
 2. Comply with the Company's tariff, or any applicable state, city or local laws or ordinances;
 3. Fulfill any applicable requirements of 16 NYCRR Part 230.
- ii. Denial of Application:
- a. The Company will not deny an application for service except in a written notice either delivered personally to the applicant or sent to the applicant's current business address or any alternative mailing address provided in the application.
 - 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.

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 14
REVISION: 0
SUPERSEDING REVISION:

- 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.
 - d. The Company shall maintain, for a period of not less than one year, service applications that are denied and the utility's written notice of denial.
- iii. Former Indebtedness – Non-Residential:
- a. 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:
 - 1. 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:
 - 2. Other tariff fees, charge, or penalties
 - 3. Reasonably chargeable material and installation costs relating to temporary or permanent line or main extensions or service laterals as required by Rule 5 and authorized under 16 NYCRR Part 230, provided these costs are itemized and given to the applicant in writing; and
 - 4. Special services billable under this tariff, provided these costs are itemized and given to the applicant in writing; and
 - 5. A security deposit, if requested by the Company in accordance with Rule IV.
 - b. 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

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 15
REVISION: 0
SUPERSEDING REVISION:

later, except as provided in Rule III.B.i.

IV. CONSUMER DEPOSITS:

A. Residential:

i. Deposits

- a. The Company may require a consumer deposit from a seasonal customer who applies for and receives service utility service periodically each year, or at other regular intervals. The Company may require a consumer deposit from a short-term customer who requires service for a specified period of time not exceeding one year. The Company shall not require any new residential customer to post a security deposit as a condition of receiving utility service, unless such new customer is a seasonal or short-term customer.
- b. The Company may require a deposit from a residential customer as a condition of service if that customer is delinquent in payment of his or her utility bills. A current customer is delinquent for the purpose of a deposit assessment if such customer:
 1. Accumulates two consecutive months of arrears without making reasonable payment, defined as one-half of the total arrears, of such charges before the time that a late payment charge would become applicable, or fails to make a reasonable payment on a bimonthly bill within 50 days after the bill is due; provided that the Company request such deposit within two months of such failure to pay; or
 2. Had utility service terminated for non-payment during the preceding six months.
- c. A utility may require deposits as a condition of receiving utility service from new residential customers who fail to provide reasonable proof of identity pursuant to section 11.3 of the Commission's Regulations, provided a hearing has been held pursuant to Public Service Law, section 36(2) and required findings have been made by the Commission.
- d. Customers from which a deposit may be required shall be provided a written notice, at least 20 days before the deposit is assessed, that the failure to make timely payment will permit the Company to require a deposit from such customer. If a deposit from a current residential customer who is delinquent by virtue of his or her

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 16
REVISION: 0
SUPERSEDING REVISION:

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.

- e. Deposits from a new or current residential customer may not exceed two times the estimated average monthly bill for a calendar year except in the case of gas space heating customers where deposits may not exceed two times the estimated average monthly bill for the heating season.
- f. The Company shall not require any person it knows to be a recipient of public assistance, supplemental security income or other 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 non-payment of bills within the preceding six months.
- g. The Company shall extend service to any new residential applicant for service who has initiated a complaint on a deposit requested by such Company and shall continue to supply service during the pendency of such complaint, provided that such applicant keep current on bills for service rendered and pay a reasonable amount as a deposit if the complaint challenges only the amount requested.

ii. Refunds:

- a. Each depositor, upon ceasing to be a customer, shall promptly receive a refund of such deposit and all interest thereon, upon surrendering the deposit certificate (or submitting satisfactory proof of the right to receive the deposit) and upon payment of all bills for which such deposit is security. A residential customer shall receive such refund of the deposit as stated herein by reason on non-delinquency for a one-year period from the payment of deposit. Thereafter, the Company may again require a deposit as stated in Rule IV.A.i.
- b. The Company shall allow to each depositor simple interest at a rate per annum prescribed by the Public Service Commission on the amount deposited. Interest shall be paid upon the return of the deposit, or where the deposit has been held for a period of one year, the interest shall be credited to the customer on the first billing for utility service rendered after the end of such period. If the customer is not delinquent in the payment of bills during the one-year period from the payment of the deposit, the deposit shall be refunded promptly without prejudice to the Company's right to

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 17
REVISION: 0
SUPERSEDING REVISION:

require a future deposit in the event that the customer thereafter becomes delinquent.

B. Non-Residential:

i. Deposit Requirements:

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

1. A new customer; or
2. An existing customer:
 1. Who is delinquent;
 2. 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 service, or credit reporting agencies;
 3. Who has filed for reorganization or bankruptcy; or
 4. Who has been rendered a backbill within the last twelve months from previously unbilled charges for services that came through tampered equipment.
3. The Company shall offer an existing customer, from whom a deposit is required under clauses i or ii of this subdivision the opportunity to pay the deposit in three installments, 50 percent down and two monthly payments of the balance.
4. 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

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 18
REVISION: 0
SUPERSEDING REVISION:

subsequent billing history;

4. That the customer may request that the Company review the account in order to assure that the deposit is not excessive;
 5. The circumstances under which the deposit will be refunded;
 6. That the customer will receive annual notice of the interest credited to the account;
 7. About the available deposit alternatives; and
 8. That for an existing customer from whom the deposit is being requested because of delinquency or financial condition, the deposit may be paid in three installments.
5. The Company shall issue to every customer from whom a deposit is obtained, a receipt showing the date, the account number, the amount received, the form of the payment, and shall contain a notice explaining the manner in which interest will accrue and be paid and that the receipt is neither negotiable nor transferable.

ii. Deposit Calculation:

- a. The amount of a deposit shall not exceed the cost of twice the customer's average monthly usage, except in the case of customers whose usage varies widely such a 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.
- 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;

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 19
REVISION: 0
SUPERSEDING REVISION:

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

iii. Deposit Review:

- a. The Company shall, at the first anniversary of the receipt of the deposit and at least biennially thereafter, review the billing history of every customer who has a deposit with the Company, to assure that the amount of the deposit conforms to the limitations contained in subdivision B.ii of this Rule. This requirement does not limit the right of the Company to review a deposit at any time.
- b. 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.
- c. If a deposit review shows that the deposit held exceeds the amount that the Company may lawfully require by 25 percent or more, the Company shall refund the excess deposit to the customer in accordance with subdivision B.vi of this Rule.
 1. Upon request of a customer for a downward revision of the deposit, which request is substantiated both by the customer's billing history and by a permanent documented change in load and consumption, the Company shall refund any portion of the deposit in excess of the amount the Company may lawfully require in accordance with subdivision vi of this section.

iv. Deposit Alternatives:

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

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 20
REVISION: 0
SUPERSEDING REVISION:

termination notice until 20 calendar days after payment is due.

v. Interest:

- a. Every cash deposit shall accrue interest at a rate prescribed at least annually by the Commission in light of the current economic conditions and current charges paid for money borrowed by the Company, taking into account the expenses incurred by the Company in obtaining, handling, returning or crediting the sum deposited.
- b. Interest shall be paid to the customer upon the return of the deposit, or where the deposit has been held for a period of one year or more, the interest shall be credited to the customer no later than the first bill rendered after the next succeeding first day of October and at the expiration of each succeeding one year period.
- c. Interest shall be calculated on the deposit until the day it is applied as a credit to an account or the day on which a refund check is issued. If the deposit is credited in part and refunded in part, interest shall be calculated for each portion up to the day of credit or refund.

vi. Deposit Return:

- a. The Company shall return a deposit or a portion thereof plus the applicable interest in accordance with paragraphs (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 subparagraph B.i.a of this Rule; or
 3. A review pursuant to subdivision iii of this section shows that 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;

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 21
REVISION: 0
SUPERSEDING REVISION:

2. May be credited to the account it secured in the amount of the next projected cycle bill, if applicable; and
 3. May be credited to any other account of the customer not secured by a deposit, in the amount of the arrears on that account.
- c. If a balance remains after the Company has credited the customer's account(s) in accordance with paragraph (b) of this subdivision, a refund check shall be issued to the customer.

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

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 22
REVISION: 0
SUPERSEDING REVISION:

3. The rates charged like customers; and
 4. Furnished reasonable security as to the performance of his/her agreement, if required to do so by the company.
- D. 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 including the following:
- i. For all applicants located within initial service area approved by the Commission in its Order dated January 12, 2005 in Case 04-G-0537, this Section shall become effective on _____, 2010.
 - ii. For all applicants outside the initial service area approved in the January 12, 2005, Order, this Section shall become effective immediately.
 - iii. 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.
 - iv. Residential Applicant – Non-Heating

The material and installation costs relating to up to 100 feet of total main and service line (service lines 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.
 - v. 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.
 - vi. Non-Residential Applicant

The material and installation costs relating to up to (a) 100 feet of main and appurtenant facilities; and (b) any service line, service connections

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 23
REVISION: 0
SUPERSEDING REVISION:

and appurtenant facilities located in the public right-of-way; and (c) amounts legally imposed by governmental authorities for obtaining required work permits and for repairing or replacing disturbed pavement.

E. Main Extension Surcharge:

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

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 24
REVISION: 0
SUPERSEDING REVISION:

- ii. 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.
- iii. 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.
- iv. 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.

F. Service Line Charge:

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

VI. FURNISHING OF RIGHT-OF-WAY OR AGREEMENT TO PAY COSTS:

- A. Each applicant or customer shall execute and deliver to the company, free from cost, satisfactory permanent easements or rights-of-way to permit the company to provide service.
- B. The company shall not be obliged to provide service to any applicant or customer who has neither.

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 25
REVISION: 0
SUPERSEDING REVISION:

- i. Delivered to the company satisfactory permanent easements or rights-of-way; nor
- ii. Requested that the company obtain such easements or rights-of-way, agreed to pay any costs which the company incurs in obtaining them and (if required to do so by the company) furnished reasonable security as to the performance of his/her agreement.

VII. INSTALLATION BEFORE SERVICE REQUIRED:

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

VIII. INSPECTION, MAINTENANCE AND REPLACEMENT OF FACILITIES:

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

IX. METERS:

- A. Meter Testing Schedule: The required annual rate of test for each meter type shall not be less than four percent. The annual rate of test shall be determined by using a base of 4.0 percent of such meters in service where 100 percent of the meters are within ± 2.0 percent of 100 percent proof. For each one percent of the meters found over 2.0 percent slow, the test rate shall increase 0.133 percent. For each one percent of the meters found over 2.0 percent fast, the test rate shall increase 0.267 percent. Where the calculated test rate exceeds 14 percent in table 1 of Appendix 7-A of this Title, infra,

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 26
REVISION: 0
SUPERSEDING REVISION:

the following test rate shall apply: test rate = $2x+y-36$, where x = percentage of meters fast and y = percentage of meters slow.

- B. The applicant must provide, free of charge to the Company, a suitable location, to be approved by the Company, for the company's meter and equipment which shall be readily accessible and reasonable protected.
- C. The meter will not be installed by the company where piping connection is less than three-quarters of an inch.
- D. Meter locations must be readily convenient and accessible and must be as close as possible to where the "service line" enters through the outer wall. They shall be approved by the company in every case and shall be such as to offer adequate protection to company equipment.
- E. The consumer shall be responsible for the protection of the meters and other company property located on the premises and shall exercise reasonable care to prevent theft of, damage to, or interference with such equipment.
- F. Only one meter will be installed by the company for each service line, except where individual metering is needed for billing purposes to the several applicants or where accuracy of measurement requires, in the company's opinion, more than one meter.
- G. The Company may remove the meters, appliances and all other material belonging to it and discontinue service upon such notice as may be required by law, or may be covered by the regulations applicable to the service furnished.
- H. The company shall install Commission-approved revenue grade metering products. If the company wishes to employ metered devices not already approved by the Commission they must file a petition with the Commission for an approval of the metered product, as indicated in 16 NYCRR Part 227.
- I. The company shall install revenue grade temperature compensated meters and meter correction devices capable of calculating the variances in temperature and pressure.
- J. The company shall install on each meter and ancillary product a permanent placard indicating the meter classification, serial number, and date of manufacture or re-manufacture in accordance with 16 NYCRR Part 226.3.
- K. The company must employ a meter testing facility that is approved by Commission staff to test and calibrate revenue based meters and ancillary devices. The meter test facility must comply with all applicable regulations as stated in 16 NYCRR Part 226 and National Standards to ensure test

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 27
REVISION: 0
SUPERSEDING REVISION:

standard accuracy.

- L. Develop a meter test program to insure that the in service meters are able to track the volume of gas passing through its distribution system. The meter test program to be employed shall comply with the Commission regulations 16 NYCRR Part 226, for domestic and commercial meters.
- M. The company must employ devices capable of measuring supercompressibility factors on sites where the delivery pressure exceeds 30 pounds per square inch, and meets the minimum requirements as stated in 16 NYCRR Part 226.7.
- N. Install Fix pressure Factor regulators on accounts having gas pressures that is higher than the normal delivery pressure, to determine the actual gas usage by the customer.
- X. INSTALLING METER AND SUPPLYING SERVICE:
 - A. Gas will not be connected until the applicant has satisfactorily complied with all other requirements, and the following conditions.
 - i. Settlement of prior indebtedness due the company may be required.
 - ii. Gas piping within the building must be safe and adequate for the service desired, and must comply with the company's general requirements and/or requirements of public authorities having jurisdiction.
 - iii. The company undertakes to deliver gas at such a pressure as to insure satisfactory service with reasonable pressure drops in the service lateral and house piping, but takes no responsibility for adequacy of building piping.
- XI. ACCESS TO PREMISES:
 - A. In accepting service, the consumer grants the company employees the right of access to the premises at reasonable times to inspect and examine meters, pipes and other fittings on non-holiday workdays between the hours of 8am and 6pm, or at an agreed upon time requested by the customer.
 - B. Inspection and examination of any equipment may be conducted between the hours of 8am and 9pm on any day if there is evidence of tampering or theft of services present.
 - C. The provisions stated in the previous section shall not apply if the equipment may threaten the health and safety of a person, the surrounding area, or the

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 28
REVISION: 0
SUPERSEDING REVISION:

utility's distribution system.

- D. The company may not enter locked premises without permission of the person lawfully in control of the premises.
- E. All employees authorized to make inspections of utility apparatus shall carry photo-identification badges to present to consumers upon request.

XII. CONSUMER'S EQUIPMENT:

- A. The consumer's equipment and appliances must be safe, adequate, in accordance with generally accepted practice and not likely to cause detriment to the service furnished by the Company generally.
- B. A charge may be made for all repair work to consumer's piping, fixtures and appliances, unless covered by sales guarantee of appliances.
- C. A charge will be made for calls or for temporary repair to prevent damage to persons or property or for such minor adjustments as may be made by employees without serious interference with their regular duties.
- D. Employees of the Company are forbidden to demand or receive any gratuity whatever from consumers for services rendered.

XIII. LEVELIZED PAYMENT PLANS – RESIDENTIAL

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

Unless otherwise authorized by the commission, the Levelized Payment Plan shall be based on the customer's recent 12-month experience, adjusted for known changes. If 12 months of billing data are not available for the customer then 12 months of billing data for the premises shall be used. If 12 months of billing data are not available for the premises then the utility shall estimate future consumption over the next 12-month period. Each such plan shall provide that bills clearly identify consumption and state the amounts that would be due without levelized or budget billing; such information need

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 29
REVISION: 0
SUPERSEDING REVISION:

not be supplied on interim bills for customers billed on a bimonthly basis. Each such plan shall provide that bills be subject to regular review for conformity with actual billings.

C. Company Procedure:

- a. The Company has established a written procedure and billing system to implement these rules, which procedure:
 1. Sets forth the method for establishing an eligible customer's monthly or bimonthly budget payment amount which takes into consideration the best available relevant factors including the Company's standard estimation factors, projected rates, fuel adjustment charges, and taxes;
 2. Sets forth the method of comparing the actual cost of service rendered, as determined by actual meter readings and any rate increases or decreases, to the budget amount, and for adjusting upwards or downwards the budget payment amount to minimize the adjustment required on the final settlement bill. This comparison shall not be done less than two or more than four times annually, and at the end of the plan year;
 3. Provides that each budget bill clearly identifies the total of budget payment amounts billed and the total of the actual dollar value of the consumption used during the period covered by the current bill;
 4. Provides that the final settlement bill which is rendered at the end of the budget plan year, when the customer requests removal from the budget plan, or when the Company removes the customer from the budget plan;
 5. Sets forth a reconciliation between the total budget payment amount billed, the cost of service actually used and the amounts paid during the plan period; and, if payment was received in excess of the cost of service actually used during the plan period, advises the customer of the Company's policy regarding return of the excess payment. This policy may not permit the Company to credit to the customer's account more than the budget payment or estimated amount of the next cycle bill, and must provide for the issuance of a refund check for any balance within 30 calendar days of the rendering of the

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 30
REVISION: 0
SUPERSEDING REVISION:

final budget settlement bill.

6. Requires that when the budget payment amount is revised, the customer be provided with a general description of such revision calculation, and a Company telephone number to call for a more detailed explanation of the revision, and
 7. Limits enrollment to the plan to a time of year when the customer will not be subject to undue disadvantage.
- ii. Budget bills are due and payable. Full payment must be received on or before the date shown on the bill to avoid a late payment charge of one and one-half percent (1 ½%) pursuant to Rule XVI.A. If customer fails to pay the monthly Budget Amount or upon discontinuance of service, the Monthly Budget Payment Plan will be canceled and any deficiency shall be due and payable at once, including any late payment charges assessed. Any overpayment shall be credited to the customer's account. The customer can cancel the plan at any time effective with his next regularly scheduled billing.
 - iii. Removal from the Budget Plan:
 - a. A customer may request that the Company remove the customer from the budget plan and reinstate billing at any time, in which case the Company may immediately render a final budget settlement bill, and shall do so no later than by the time of the next cycle bill that is rendered more than 10 business days after the request.
 - b. The Company may remove a customer from the budget plan if the customer becomes ineligible pursuant to the rules of the plan or this Section or becomes a non-residential customer.
 - c. If the customer becomes delinquent for the first time in any twelve month period, the Company will provide the customer with the opportunity to become current in payment prior to cancellation from the budget plan. The second, or subsequent, time delinquency occurs in any twelve month period, the Company shall cancel the budget plan and any deficiency, shall be due and payable at once, including any late payment charges assessed.

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 31
REVISION: 0
SUPERSEDING REVISION:

XIV. LEVELIZED PAYMENT PLANS NON-RESIDENTIAL

A. Obligation to Offer:

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

B. Eligibility:

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

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

ii. Removal From Levelized Payment Plan:

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

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 32
REVISION: 0
SUPERSEDING REVISION:

XV. ESTIMATED BILLS AND NO ACCESS PROCEDURES

A. Residential

i. Estimated Bills

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

ii. No Access Procedures

- a. If at the end of eight months of consecutively estimated bills for gas service, the customer does not respond to the request for a special appointment, a second letter shall be sent offering a special appointment and advising the recipient that if said recipient fails to make an appointment, a special charge of twenty-five dollars (plus applicable tax) will be added to the next bill for refusal to provide access to the meter. A landlord, building superintendent or managing agent who fails to permit access to an area containing one or more meters will be charged twenty-five dollars on his account at the premises.

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 33
REVISION: 0
SUPERSEDING REVISION:

- b. Further, if no response is received to this second appointment letter within two months of its mailing, the Company shall inform the recipient by registered letter that, in accordance with the Commission's directive, it shall apply for a court order to gain access to the meter. The letter shall inform the recipient that the purpose of obtaining such a court order shall be to permit the Company to replace a meter or, if physically feasible, install a remote reading device or relocate the meter to preclude future estimated billing. The letter shall also state that all applicable costs, including (but not limited to) court costs and the cost of the remote meter device including installation, shall be paid by the customer in accordance with this tariff provision.
- c. The Company has the authority, pursuant to the Transportation Corporation Law, to enter at all reasonable times, any dwelling, store, building, room or place supplied with gas for the purpose of inspecting and examining the meters, pipe, fittings and appliances for supplying and/or regulating the supply of gas (See also Rule XI).
- d. The Company may invoke the provisions prescribed herein wherever a customer with a remote reading device refuses access to the indoor meter for a period of time set forth in the Company's tariff schedule, that period to be limited to at least once in any 12 month period.
- e. Rules XV.A.i and XV.A.ii shall not apply to seasonal customers.
- f. The procedures mandated in Rules XV.A.i and XV.A.ii may be accelerated if rate schedules providing for shorter time span between the steps outlined in above Rules are filed.
- g. The Company shall not charge customers for special appointments directed in above Rules XV.A.i and XV.A.ii.

B. Non-Residential

i. Estimated Bills

- 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);

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 34
REVISION: 0
SUPERSEDING REVISION:

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 circumstance 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 the next cycle bill;
 4. Circumstances beyond the control of the Company prevented the meter reader from making a premises visit;
 5. An actual reading was lost or destroyed; provided, however, that an estimated bill for this reason 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.

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 35
REVISION: 0
SUPERSEDING REVISION:

ii. No Access Procedures

- a. The Company shall begin providing no access notices commencing with:
 1. The second consecutive bill estimated pursuant to subparagraph (B)(i) or
 2. The fourth consecutive bill estimated pursuant to either subparagraph (B)(i) in the case of accounts not billed for demand; or
 3. The tenth consecutive bill estimated pursuant to subparagraph (B)(i) 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.
- c. The series of no access notices shall be as follows:
 1. The first notice shall advise the access controller that unless access to the customer's meter is provided on the next meter reading date or a special appointment to read the meter is made and kept by the access controller prior to that date, a no access charge will be added to the access controller's next bill and to every bill thereafter until access to the customer's meter is provided, but that no charge will be imposed if an appointment is arranged and kept. The notice 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.
 2. The second notice shall advise the access controller of the no access charge that has been added to the access

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 36
REVISION: 0
SUPERSEDING REVISION:

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 a 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.
 - 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.

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 37
REVISION: 0
SUPERSEDING REVISION:

XVI. METER READING, BILLING, COLLECTION

A. Meter Reading and Billing

i. General:

- a. Prices, charges and quantities in this schedule are on a monthly basis, unless expressly stated otherwise.
- b. The rates contained in this schedule are based upon gas delivered under conditions generally applicable to low pressure service. Bills for gas normally served at a pressure in excess of ¼ lb. per square inch will be computed upon the volume as indicated by the meter registration increased to the equivalent volume at standard pressure (30 inches of mercury).
- c. At the option of the Company, meters shall be read either monthly or bi-monthly, but ordinarily meters of domestic and commercial customers will be read once each two months.
- d. If, for any reason, the interval between meter readings is more than five days longer or shorter than normal, the stated monthly rate will apply pro-rata on the basis of a 30-day month.
- e. Bills will be rendered once each month. For the months in which the meters are read of a bi-monthly reading period, or when the actual use is not known because of inability to read the meter, or due to customer culpable conduct consumption shall be determined by estimation on the basis of customer's previous usage and may be adjusted for weather conditions.
 1. Upon request, the Company will supply any customer with a card form upon which he may record his meter reading at the end of the first month of each bi-monthly meter reading period; and if such card is received by the Company within two days after the close of the monthly period, the bill for such month will be computed from the meter reading shown on the card instead of by estimate. The Company will adjust estimates of bills for changes in conditions of which it has been notified in advance by a customer.

ii. Non-Residential Customers Meter Reading

- a. The Company shall make a reading attempt, to obtain an actual reading for every customer's account, on the regularly scheduled

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 38
REVISION: 0
SUPERSEDING REVISION:

basis stated in Rule XVI.

- 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.
- 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.

B. Payment and Late Payment:

i. General

- a. All bills are due when personally served or twenty (20) days after the mailing of the bill. If paid more than twenty (20) days after the bill is due, which date is shown on the bill, customers, except state agencies, shall be required to pay a late payment charge.
- b. Late payment charges at the rate of one and one-half percent (1 1/2 %) per monthly billing period shall be applied unless payment in full is made on the current bill and all bills in arrears, if any. The late payment charge will be applied to all amounts previously billed, including arrears and unpaid late payment charges applied to previous bills.
- c. Service provided to a state agency shall be rendered in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984, effective July 1, 1984).
- d. In case partial payment is made, it shall apply on the oldest bill in arrears. Remittance mailed on the last date a bill is payable without imposition of the late payment charges will not be subject to the late payment charge; postmark to be conclusive evidence of the time of mailing. The failure of a customer to receive the bill shall not exempt him from imposition of the late payment charge.

ii. Non-Residential Customers:

- a. A utility may impose a continuing late payment charge as provided for in its tariff on the balance of any bill for service, including levelized bills and any unpaid late payment charge amounts applied to previous bills, which bill is not paid within 20 calendar days of

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 39
REVISION: 0
SUPERSEDING REVISION:

the date payment was due

- b. The Company may impose a continuing late payment charge on the amount billed for service used that was previously unbilled because the service was being provided through tampered equipment and the Company can demonstrate either that the condition began since the customer initiated service or that the customer actually knew or reasonably should have known the original billing was incorrect. The Company may also impose a continuing late payment charge on the balance due under a deferred payment agreement offered pursuant to Rule XXI.
- c. Except as provided in this rule, the Company may not charge any non-residential customer a late payment charge, penalty, fee, interest or other charge of any kind for any late payment or deferred payment agreement occasioned by the customer's failure to make timely payment for services.

C. Dishonored Payment:

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

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

- i. The rates and charges for service under all Service Classifications, including gas cost adjustment and minimum charge, shall be increased to reflect the aggregate percentage rate of taxes imposed on the Company's gas revenues pursuant to Section 186-a of the Tax Law and Section 5-530 of the Village Law.
- ii. The total of all rates and charges will be divided by a factor determined as the quantity one minus the quantity of the applicable tax rate divided by 100.
- iii. The applicable surcharge factor shall set forth on statements filed with the Public Service Commission. Whenever a city or village levies a new

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 40
REVISION: 0
SUPERSEDING REVISION:

tax on the Company's gross revenue, repeals such a tax or changes the rate of such a tax, the Company will file a new statement. Every such statement shall be filed not less than fifteen business days before the date on which it is proposed to be effective, and no sooner than the date of the tax enactment to which the statement responds; shall become effective no sooner than the date when the tax enactment is filed with the Secretary of State; shall be applicable to bills subject to the tax enactments that are rendered on or after the effective date of the statement; and shall be canceled not more than five business days after the tax enactment either ceases to be effective or is modified so as to reduce the tax rate. Such statements will be duly filed with the Public Service Commission, apart from this rate schedule, and will be available to the public at Company offices at which applications for service may be made.

E. Interest on Customer Overpayments:

- i. The Company shall provide interest on customer overpayments in accordance with 16 NYCRR 277.
- ii. The rate of interest on customer overpayments shall be greater of the unadjusted interest rate specified by the Commission on customer deposits or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest shall be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment was refunded.
- iii. The Company shall be required to pay interest on any customer refunds, except where customer overpayments are refunded within 30 days after such overpayment is received by the Company.

F. Quarterly Payment Plan:

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

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE 10/1/21

LEAF: 41
REVISION:1
SUPERSEDING REVISION: 0

G. Contents of Bills:

i. 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.

H. Annual notice of rights.

i. The Company shall, at the time of application for service, and at least annually after service is initiated, provide applicants and customers with a brochure containing a detailed summary of their rights and obligations under this Part 13 of the Commission's Regulations (16 NYCRR Part 13), a notice describing the commonly used nonresidential service classification and their rates, an offer of written guidelines regarding eligibility requirements for the utility's service classifications, notice that the utility's tariff is available for review in every utility business office, and notice that some nonresidential customers may be eligible for protections under Part 11 of the Commission's Regulations (16 NYCRR Part 11).

a. 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.

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

XVII. BACKBILLING

A. Residential

i. The Utility shall not charge a customer for service rendered more than six months prior to the mailing of the first bill for service to the residential customer unless the failure of the Utility to bill at an earlier time was not due to the neglect of the Utility or was due to the culpable conduct of the customer. If the customer remains liable for any such service and the delay in billing was not due to the culpable conduct of the customer, the Utility shall explain the reason for the late billing and shall notify the customer in writing that payments may be made under an installment payment plan. Any such installment plan may provide for a downpayment of no more than one half of the amount due from the customer, or three months' average billing for that customer, whichever

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 42
REVISION: 0
SUPERSEDING REVISION:

is less.

- ii. The Utility will not adjust upward a bill previously rendered to a residential customer after 12 months from the time the service to which the adjustment pertains was provided unless the requirements set forth in 16 NYCRR § 11.14 (b) have been met.
- iii. The Utility, when issuing a billing adjustment of \$100 or more under this section, shall notify the customer in writing that he or she has the right to pay the adjusted bill in regular monthly installments over a reasonable period that shall not be less than three months. An adjustment to increase previously rendered bills more than 12 months after the time service was provided, pursuant to this section, shall be made within four months of the final resolution of the billing dispute.
- iv. If the Utility adjusts any charge for service rendered 12 or more months prior to the date of issuance it shall include with the bill a notice giving the reason for the adjustment.
- v. The Utility will not render a bill for previously unbilled service or adjust upward a bill previously rendered to a residential customer after the expiration of 24 months from the time the service to which the new billing or adjustment pertains was provided unless the culpable conduct of the customer caused or contributed to the failure of the Utility to render a timely or accurate billing.

B. Non-Residential Customers:

- i. Notice:
 - a. 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 subdivision B.ii of this section.
 - b. Every backbill shall contain or be accompanied by all required information applicable under 16 NYCRR 13.11 – Contents of Bill.
 - c. 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

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 43
REVISION: 0
SUPERSEDING REVISION:

cycle, or as if redistributed back to the last actual reading.

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

ii. Limitations on Backbill Rendering:

- a. 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.
- b. 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
 1. The customer knew or reasonably should have known that the original billing or the first backbill was incorrect; or
 2. New information shows that the first backbill was incorrect.
- c. 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.
- d. The Company shall not render a backbill for any underbilling when the reason for the underbillings is apparent from the customer's service application, or could have been revealed in a service application and the Company failed to obtain and retain one.

iii. Limitations on Backbilling Period:

- a. When a failure to bill at an earlier time was due to utility deficiency, the Company shall not bill a customer for service rendered more than 12 months before the Company actually became aware of the circumstance, error, or condition that caused the underbilling, unless the Company can demonstrate that the customer knew or reasonably should have known that the original billing was incorrect.
- b. The Company shall not bill a customer for service rendered more than 24 months before the Company actually became aware of the circumstance, error, or condition that caused the underbilling,

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 44
REVISION: 0
SUPERSEDING REVISION:

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

- c. If payment was received in excess of the cost of service actually used during the plan period, advises the customer of the Company's policy regarding return of the excess payment. This policy may not permit the Company to credit to the customer's account more than the budget payment or estimated amount of the next cycle bill, and must provide for the issuance of a refund check for any balance within 30 calendar days of the rendering of the final budget settlement bill.
- d. Requires that when the budget payment amount is revised, the customer be provided with a general description of such revision calculation, and a Company telephone number to call for a more detailed explanation of the revision, and
- e. Limits enrollment to the plan to a time of year when the customer will not be subject to undue disadvantage.

XVIII. DISCONTINUANCE OF SERVICE – RESIDENTIAL CUSTOMERS:

A. Notice of Discontinuance – Time:

- i. The Company shall not terminate or disconnect service until at least 15 days after a final notice of termination or disconnection (See Form I):
 - a. has been served personally upon the residential customer; or
 - b. has been mailed to the residential customer at the premises where service is rendered.
- ii. If an alternative address for mailing purposes has been previously provided in writing to a utility, no utility shall terminate or disconnect service under this Part until at least 15 calendar days after a final notice of termination or disconnection:
 - a. has been mailed to the premises where service is rendered and to the residential customer at the alternative address; or
 - b. has been mailed to the residential customer at the alternative address, and according to procedures filed by the utility with the Office of Consumer Services, either:

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 45
REVISION: 0
SUPERSEDING REVISION:

1. has been served personally upon an adult resident of the premises where service is rendered;
 2. has been explained by telephone to an adult resident of the premises where service is rendered; or
 3. has been posted in a conspicuous place at the premises where service is rendered.
- iii. A utility may not issue or send a final notice of termination or disconnection unless at least 20 days have elapsed from the date payment was due. A utility may specify the date payment is due, provided that such date does not occur before personal service of the bill or three days after the mailing of the bill.

B. Notice of Discontinuance – Format (See Form I):

- i. Every notice indicating discontinuance of service will:
 - a. Clearly indicate in non technical language:
 - b. The reason for service discontinuance;
 - c. The total amount required to be paid indicating the amount for which the customer's account is either in arrears or the required deposit, if any, which may be posted by the customer, or both;
 - d. A method whereby the customer may tender payment of the full sum dues and owing, including any required deposit, to avoid the discontinuance of service;
 - e. That a levelized payment plan is available;
 - f. The availability of Company procedures for handling complaints prior to discontinuance, including the address and telephone number of the office of the Company the customer may contact in reference to his or her account; and
 - g. The earliest date on which discontinuance may be attempted;
- ii. Have printed on the fact thereof:

“THIS IS A FINAL TERMINATION NOTICE. PLEASE BRING THIS NOTICE TO THE ATTENTION OF THE COMPANY WHEN

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 46
REVISION: 0
SUPERSEDING REVISION:

PAYING THIS BILL”

- iii. Include a summary to residential customers as prepared or approved by the Public Service Commission stating the protections available to them together with a notice that any customer eligible for such protections should contact the Company.
- C. Verification of Delinquent Account Prior to Discontinuance:
- i. The Company will not discontinue service for non-payment of bills rendered or for failure to post a required deposit unless:
 - a. It has verified that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the required notice period; and
 - b. It has verified on the day discontinuance occurs that payment has not been posted to the customer’s account as of the opening of business on that day, or has complied with procedures established for rapid posting of payments.
- D. Rapid Posting of Payments in Response to Notices of Discontinuance:
- i. The Company shall take reasonable steps to establish procedures to insure that any payments made in response to notices of discontinuance, when the customer brings the fact that such a notice has been issued to the attention of the Company or its authorized collection agents, are either:
 - a. Posted to the customer’s account on the day payment is received, or
 - b. Processed in some manner so that discontinuance will not occur.
- E. Deferred Payment Agreement – Residential:
- i. 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 Form F of this tariff.
 - ii. The Company will negotiate in good faith with any customer or applicant with whom it has contact so as to achieve an agreement that is fair and equitable considering the customer's financial circumstances.

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 47
REVISION: 0
SUPERSEDING REVISION:

- iii. The Company may require that a customer or applicant complete a form showing assets, income and expenses, and provide reasonable substantiation of the information on that form, provided that all such information shall be treated as confidential.
- iv. A payment agreement must provide for installments as low as \$10 per month and no down payment, when the customer or applicant demonstrates financial need for such terms, but need not provide for monthly installments of less than \$10.
- v. A payment agreement may provide for any size or no down payment, and installments on any schedule over any period of time if mutually agreed to by the parties.
- vi. Eligibility:
 - a. 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.
- vii. Written Offers:
 - a. A specific written offer will be made to eligible customers before the date of any threatened termination of service, where payment of outstanding charges is a requirement for reconnection or acceptance of an application for service, and when a customer has broken an agreement that was for a shorter period than the standard agreement.
- viii. Negotiating Agreements:
 - a. Before making a written offer, the Company will make a reasonable effort to contact eligible customers or applicants in order to negotiate agreement terms that are fair and equitable considering the customer's financial circumstances. The Company may, at its discretion, require the customer to complete a form showing his or her assets, income and expenses and provide a 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.

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 48
REVISION: 0
SUPERSEDING REVISION:

ix. The Standard Agreement:

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

x. Entering the Agreement:

- a. 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.

xi. Renegotiating Agreements:

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

xii. Broken Agreements:

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

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 49
REVISION: 0
SUPERSEDING REVISION:

- F. Days and Time When Discontinuance of Service is Not Permitted:
- i. The Company shall not discontinue service to any person for non-payment of bills or for failure to post a required deposit on a Saturday, Sunday, public holiday, or day on which the main business office of the Company is not open for business. For purposes of this section, the term "public holiday" refers to those holidays enumerated in the General Construction Law.
 - ii. The Company shall not discontinue service to any residential customer for non-payment of bills or for failure to post a required deposit on a Friday, or the day immediately preceding a day on which the main business office of the Company is not scheduled to be open for business, or the day immediately preceding a public holiday, or during a two-week period encompassing Christmas and New Year's Day. Residential disconnection shall be made only between the hours of 8:00 a.m. and 4:00 p.m.
- G. Voluntary Third Party Notice Prior to Discontinuance of Service:
- i. The Company shall permit a residential consumer to designate a third party to receive a copy of every notices of discontinuance of service sent to such residential consumer, provided that such third party indicates in writing his or her willingness to receive such notices
- H. No additional Notice Required When Payment by Check is Subsequently Dishonored:
- i. 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:
- i. (a) The Company shall not terminate, disconnect or suspend service to an entire dwelling (as defined in the Multiple Dwelling Law or the Multiple Residence Law) where the owner, person, firm or corporation to whom or which the last preceding bill has been rendered, or from whom or which the utility has received payment therefor, has failed to pay such utility bills, until it has complied with the following procedures:
 - a. The Company shall give 15 days' written notice of its intention to so terminate, disconnect or suspend by personally serving such notice on the owner of the premises affected or on the person, firm or corporation to whom or which the last preceding bill was

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 50
REVISION: 0
SUPERSEDING REVISION:

rendered, or from whom or which the utility has received payment therefor, and on the superintendent or other person in charge of the building, if it can be readily ascertained that there is such superintendent or other person in charge.

- b. The Company shall give 18 days' written notice to the owner, person, firm or corporation specified in paragraph (a) of this subdivision if such notice is mailed in a postpaid wrapper to the address of such person, firm or corporation.
- c. In addition to the notice prescribed by this subdivision, 15 days' written notice shall be posted in the public areas of such multiple dwelling, and 18 days' notice shall be mailed to the occupant of each unit in that multiple dwelling, to the local health officer and director of the social services district for the political subdivision in which the multiple dwelling is located; if the multiple dwelling is located in a city or village, to the mayor thereof; or if there be none, to the manager; or, if the multiple dwelling is located in a town, then to the town supervisor; and to the county executive of the county in which the multiple dwelling is located; or if there be none, then to the chairman of such county's legislative body; and, if the multiple dwelling is located in New York City, to the Department of Housing Preservation and Development. Notice to mayors, managers, town supervisors, county executives and chairmen of county legislatures may be mailed to the persons specified therein or to their designees. Notice to health officers, directors of social services, mayors, managers, supervisors, county executives and chairmen of county legislatures shall be repeated not more than four working days nor less than two working days prior to such termination, disconnection or suspension.
- d. During the cold weather period, defined in section 11.5(c)(2) of the Commission's Regulations (16 NYCRR 11.5), if the Company intends to terminate, disconnect or suspend heat-related service, to an entire multiple dwelling it shall provide the written notices required under this section not less than 30 days before the intended termination, disconnection or suspension.
- e. Whenever a notice of intention to terminate, disconnect or suspend service has been made pursuant to the provisions of this section and obligations owed the utility have been satisfied, the Company shall notify, in the same manner as it gave such notice of intention, the occupant of each unit that the intention to terminate, disconnect or suspend service no longer exists..

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 51
REVISION: 0
SUPERSEDING REVISION:

- J. Discontinuance of Service to Two-Family Dwellings:
- i. 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.
 - ii. The utility shall give 15 days' written notice of its intention to terminate, disconnect or suspend service to a two-family dwelling that it knows contains units where service is not metered separately by mailing a copy of the notice to the owner of the premises or to the recipient of the last preceding service bill, mailing or otherwise delivering a copy of the notice to each occupied unit, and, unless precluded by physical circumstances, posting a copy of the notice in a conspicuous place at or within the dwelling.
- K. Discontinuance During Cold Weather:
- i. During the cold weather period beginning November 1 of each year and ending April 15 of the following year, the written notices required in Subsections A, B and G shall be provided not less than 30 days before the intended termination.
- L. Disconnection During Emergencies:
- i. The Company may disconnect service when an emergency may threaten the health or safety of a person, a surrounding area or the Company's distribution system. The Company shall act promptly to assure restoration of service as soon as feasible. Service will be restored before it may be terminated for any other reason.
- M. Termination of Residential Service – Special Procedures:
- i. Special emergency procedures, required by 16 NYCRR Part 11 provide special protections for specified residential customers regarding the termination and restoration of service in cases involving medical emergencies, the elderly, blind or disabled, and terminations during cold weather.
 - ii. The Company shall terminate, disconnect or suspend or refuse to restore service when a medical emergency, as certified by a medical doctor or local board of health, exists; provided, however, that a demonstration of the customer's inability to pay charges for service shall be required before a certificate of medical emergency can be renewed.

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 52
REVISION: 0
SUPERSEDING REVISION:

- iii. The Company shall terminate, disconnect or suspend or refuse to restore service where a residential customer is known to or identified to the utility to be blind, disabled, or 62 years of age or older, and all the remaining residents of the household are 62 years of age or older, 18 years of age or under, or blind or disabled, without complying with the procedures specified in this subdivision.
 - a. The Company shall make a diligent effort to contact by telephone, or in person if telephone contact is unsuccessful, an adult resident at the customer's premises at least 72 hours prior to termination, disconnection or suspension of service for the purpose of devising a plan that would preclude termination, disconnection or suspension and arrange for payment of bills. The plan may include a deferred payment agreement, and payment or a guarantee of payment by any governmental, social welfare agency or private organization. Where a utility and such customer are unable to devise a plan after such contact, the utility shall notify the local department of social services of the name and address of the customer and the date of termination, disconnection or suspension in order that social services may help to develop a plan for such customers. The utility shall continue to provide service for not less than 15 business days from the time it makes the referral, unless notified by the local department of social services that acceptable payment or other arrangements have been made.
- iv. In cases where the Company has terminated, disconnected or suspended service in compliance with the provisions of this subdivision, it shall within 10 days following termination, disconnection or suspension make a diligent effort to contact, by telephone or in person, an adult resident at the customer's premises for the purpose of determining whether alternative arrangements have been made for the provision of utility service and, if none have been made, attempt to devise a plan that would restore service and arrange for payment of bills.
- v. Copies of the Company's special procedures are on file with the Commission and are available to the public upon request at Company offices where application for service may be made.

XIX. COMPLAINT PROCEDURES – RESIDENTIAL:

- A. Any complaint filed with the Company regarding disputed bills for gas service, surcharge or any deposit required will be promptly investigated in accordance with the procedures and form of notice required by the Public Service Commission rules contained in 16 NYCRR 11.20 and 275.

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 53
REVISION: 0
SUPERSEDING REVISION:

- B. The Company may not discontinue service regarding a disputed bill or deposit until it has complied with said Commission rules.
- C. Copies of the Company's complaint handling procedures and form of notice are on file with the Commission and are available to the public on request at the Company's office.

XX. RECONNECTION OF SERVICE – RESIDENTIAL:

- A. Where a customer's service is disconnected for non-payment of bills, the Company reserves the right to refuse to furnish service to residential customers at the same or any other location until:
 - i. The Company receives the full amount of arrears for which service was terminated; or
 - ii. The Company and the customer reach agreement on a deferred payment plan and the payment of a down payment, if required, under that plan; or
 - iii. The utility shall reconnect terminated residential service within 24 hours, unless prevented by circumstances beyond the utility's control or unless the customer requests otherwise, in the following situations
 - a. Upon the direction of the Commission or its designee; or
 - b. 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
 - c. 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.
- B. Reconnection Time
 - i. The Company shall reconnect service, unless prevented by circumstances beyond its control or where a customer requests otherwise, to any disconnected residential customer not more than 24 hours after the above conditions have been satisfied. Whenever circumstances beyond the Company's control prevent reconnecting of service within 24 hours, service shall be reconnected within 24 hours after those circumstances cease to exist.

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 54
REVISION: 0
SUPERSEDING REVISION:

C. Charge for Reconnection of Service

- i. When service has been cutoff by the Company for nonpayment of bills rendered for service, the Company will further charge the customer an additional thirty (\$30) fee for reconnecting the service during normal working hours and a seventy-five (\$75) fee for reconnecting service during evenings and weekend hours, in advance of service reconnection to cover the cost of reconnection.
- ii. Where the Company is required under these rules to reconnect service within 24 hours and fails or neglects to do so without good cause as determined by the Commission or its designee, it shall forfeit to the customer the sum of \$50 per day for each day or portion thereof that service is not supplied after the date that service should have been supplied, in cases involving medical emergencies, the elderly, blind or disabled, heat-related service during cold weather periods, or in cases where the utility has notice that the failure to reconnect service is likely to result in a serious impairment to health or safety.
- iii. In all other cases where the Company fails or neglects to reconnect service within 24 hours as required under these rules, it shall forfeit to the customer the sum of \$25 per day for each day or portion thereof that service is not supplied after the date that service should have been supplied. In any case, the burden of showing good cause for any failure to reestablish service within 24 hours shall be upon the Company.

XXI. DISCONTINUANCE OF SERVICE – NON-RESIDENTIAL:

A. Conditions for Termination:

- i. Except as provided by paragraph ii of this rule and Rule 16.H, the Company will only terminate service to a customer if it provides advance final notice of the termination and fulfills all other requirements of this rule when the customer:
 - a. Fails to pay any tariff charge due on the customer's account for which a written bill itemizing the charge, in conformance with 16 NYCRR 13.11 regarding contents of bill, has been sent, except for charges that reflect service used more than six years prior to the time the bill first containing these charges was rendered, which charges must be pursued by other methods of collection;
 - b. Fails to pay amounts due under a deferred payment agreement;
 - c. Fails to pay a security deposit in accordance with Rule IV.B;

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 55
REVISION: 0
SUPERSEDING REVISION:

- d. Fails to provide reasonable access to the premises for necessary or proper purposes in connection with rendering of service, including meter installation, reading or testing, or the maintenance, or removal, or securing, of the Company's property, so long as the requirements of Rule XV.B.ii have been met, and the customer has not advised the Company that the customer does not and who does have control over access; or
 - e. Fails to comply with a provision of the Company's tariff which permits the Company to refuse to supply or to terminate service.
- ii. The Company may terminate service to a customer without providing advance notices of the termination and without fulfilling the other requirements of this rule when it finds service being supplied through tampered equipment provided that the Company:
- a. Has evidence that the customer opened the account and used the service prior to the creation of the condition or that the customer knew, or reasonably should have known, that service was not being fully billed;
 - b. Has rendered a written unmetered service bill in accordance with 16 NYCRR 13.11(e);
 - c. Has made reasonable efforts to provide to a person in charge of the premises;
 - 1. The written unmetered service bill; and
 - 2. Oral notice of the conditions, if any, under which the utility will continue service, which may include the payment by cash, certified check, or money order within two hours, of some portion of the bill up to, but not exceeding, 50 percent; and
 - d. Has not received the required payment.
- B. Final Notice of Termination:
- i. A final notice of termination shall state:
 - a. The reason(s) for termination, including the total amount required to be paid, if any, and the manner in which termination may be avoided;

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 56
REVISION: 0
SUPERSEDING REVISION:

- b. The earliest date on which termination may occur;
 - c. The address and phone number of the office of the Company that the customer may contact in reference to customer's account;
 - d. That the Company procedures are available for considering customer complaints prior to discontinuance;
 - e. That Commission procedures are available for considering customer complaints when a customer is not satisfied with the Company's handling of the complaint, including the address and phone number of the appropriate Commission office;
 - f. That it is a termination notice which should be brought to the attention of the Company when the bill is paid;
 - g. That payment of the charges with a check that is subsequently dishonored may result in immediate termination of service without further notice, if applicable; and
 - h. That at the time the Company goes to the premises to terminate service, it may require any payment to be made with cash, certified check, or money order if the customer has, within the last 24 months, paid with a check that was dishonored.
- ii. A final notice of termination may contain any additional information not inconsistent with this rule.
 - iii. A final notice of termination may not be issued or sent unless at least 20 calendar days have elapsed from the date payment was due, or the date given in a written notice to cure a tariff violation, or as provided in Rule XV.B.ii, where the reason for the notice is the failure to provide access, except that a final notice of termination for non-payment may be issued or sent on or after the date payment was due in the following circumstances:
 - a. When any portion of the charge that the customer has failed to pay is for unmetered service that was being supplied through tampered equipment and for which an unmetered service bill in accordance with 16 NYCRR 13.1 (e) has been rendered.
 - b. When the charge that the customer has failed to pay is the installment amount due in accordance with a deferred payment agreement; or

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 57
REVISION: 0
SUPERSEDING REVISION:

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

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 58
REVISION: 0
SUPERSEDING REVISION:

- v. Consistent with this Rule, the Company shall strive to physically terminate service whenever a final notice of termination is sent.
- vi. The Company shall not terminate service more than 60 calendar days after issuance of the final termination notice, unless it has during that time, issued a termination reminder notice that states the current arrears due, if applicable. The Company shall not terminate service more than 90 calendar days after issuance of the final termination notice unless it has, during that time, issued a termination reminder notice contains all the information required in (B) of this rule.
- vii. The Company shall not terminate service while a complaint is pending before the Company or the Commission and for eight calendar days after resolution by the Company or by the Commission or its authorized designee, for non-payment of the disputed charges or for any reason that is the subject of the complaint as provided in 16 NYCRR 12.3. Nothing in this rule bars the Company from Termination for non-payment of undisputed charges or for reasons not at issue in the complaint.

D. Rapid Posting of Payments:

- i. 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.

E. Deferred Payment Agreement – Non-residential Customers:

- i. Company's Obligations:
 - a. The Company shall provide a written notice offering a deferred payment agreement to an eligible non-residential customer at the following times:
 - 1. Not less than five calendar days before the date of a scheduled termination of service for non-payment of arrears, as indicated on a final termination notice, or eight calendar days, if mailed, provided the customer has been a customer for at least six months and the arrears on which the outstanding termination notice is based exceeds

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 59
REVISION: 0
SUPERSEDING REVISION:

two months average billing; and

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.
3. 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 agreement, signed by the Company, for the customer to sign and return.

ii. Eligibility:

- a. Any non-residential customer is eligible for a deferred payment agreement except the following:
 1. A customer who owes any amounts under a prior deferred payment agreement;
 2. A customer who failed to make timely payments under a prior deferred payment agreement in effect during the previous 12 months;
 3. A customer that is a publicly held company, or a subsidiary thereof;
 4. A seasonal, short-term or temporary customer;
 5. A customer who during the previous 12 months had a combined total consumption for all its accounts with the Company in excess of 4,000 therms;
 6. A customer who the Company can demonstrate has the resources to pay the bill, provided that the Company notifies the customer of its reasons and of the customer's right to contest this determination through the Commission's complaint procedures.
- b. The commission or its authorized designee may order the Company to offer a deferred payment agreement in accordance with this rule to a customer whom it finds this rule intended to protect, when an agreement is necessary for a fair and equitable resolution of an

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 60
REVISION: 0
SUPERSEDING REVISION:

individual complaint.

iii. Contents of Offer:

- a. Every offer of a deferred payment agreement shall inform the customer of the availability of a deferred payment agreement for eligible customers, set forth generally the minimum terms to which such customer is entitled, explain that more generous terms may be possible, and specify the telephone number and the times to call in order to discuss an agreement.
- b. An offer pursuant to Section E.i of this rule shall also state the date by which the customer must contact the Company in order to avoid termination, and explain that the Company has the right to a larger down payment if the deferred payment agreement is not entered into until after a field visit to physically terminate service has been made.

iv. Terms of Agreement:

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

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 61
REVISION: 0
SUPERSEDING REVISION:

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 payment of the balance, if previously requested in accordance with Rule IV.
- c. A deferred payment agreement offered pursuant to this Rule, may require the customer to pay the outstanding charges in monthly installments of up to the cost of one-half of the customer's average monthly usage or one twenty-fourth of such charges, whichever is greater.
 - d. A deferred payment agreement may provide for a greater or lesser down payment, a longer or shorter period of time, and payment on any schedule, if mutually agreed upon by the parties.
- v. Form of agreement.

A deferred payment agreement form shall:

- a. set forth in general the terms of the agreement;
- b. indicate the due date for each installment, and the exact dollar amount of each installment, separately itemized to show the arrears payment and the security deposit payment, as applicable;
- c. indicate whether the agreement is subject to late payment charges, and if so, either set forth the exact dollar amount of the late payment charge to be paid with each installment or, if late payment charges are to be billed on the customer's regular cycle bill, a late payment charge disclosure statement. The disclosure statement shall include the late payment charge rate, on both a monthly and an annualized basis, how it is calculated, how and when the late payment charge will be billed, what the total cost of late payment charges on the agreement will be if the agreement is fully complied with, and a notice that the total late payment charges may be greater or less than the disclosed cost if the customer makes payments either early or late;
- d. state the date by which the copy signed by the customer, and any applicable down payment, must be received by the Company in order to become enforceable; provided, however, that such date

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 62
REVISION: 0
SUPERSEDING REVISION:

- may not be less than six business days after it is sent;
- e. inform the customer of the Company's policy if the agreement is not signed and returned as required;
 - f. state that if the customer fails to comply with an agreement, the Company may send an immediate termination notice; and
 - g. state that the customer may obtain the assistance of the Commission to assure that the agreement is in conformance with this section.
- vi. 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.
 - 1. 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 XXI.B.

F. Payment at the Time of Termination:

- i. If a customer claims, at the time that termination for non-payment is to take place, that payment has already been made and produces a written business record of payment, or claims that there is a complaint pending before the Company of the Commission with regard to the charges demanded, the Company's field representative shall make a reasonable effort to verify this information with the Company office representative shall make a reasonable effort to verify this information with the Company office representative and shall not terminate service for non-payment of any verified disputed amount.
- ii. If a customer offers payment of the full amount that forms the basis for a scheduled termination at the time of termination, the Company representative shall accept such payment and not terminate service.
- iii. If an eligible customer signs a deferred payment agreement in accordance with Rule XXI.E for the full amount that forms the basis for a scheduled termination and offers payment of the required down payment at the time of termination, the Company representative shall accept such down payment and not terminate service. If the Company

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 63
REVISION: 0
SUPERSEDING REVISION:

allows the customer an extension of time to go to a business office to sign the deferred payment agreement, and the customer agrees to do so and offers payment of the required down payment, the Company representative shall accept such down payment and terminate service; provided, however, that the Company may terminate service without further notice if the customer fails to sign the agreement within the specified time.

- iv. If a customer has, within the last 24 months, paid for service with a check that was dishonored, the Company has the right to accept only cash, certified check, or money order as payment under paragraphs i or ii of this subsection.
- v. Whenever payment is made at the time of termination, the Company's field representative shall provide a customer with a receipt showing the date, the account number, the amount received, the form of the payment and either the name or identification number of the Company representative.

G. Dishonored Checks:

- i. 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.

H. Applicability:

- i. Nothing in this rule shall affect the Company's right to suspend, curtail or disconnect service.
 - a. When there is no customer and service is being provided through tampered equipment.
 - b. When there is no customer and the Company can show that the user will require service for a period of less than one week, provided that it makes a reasonable effort to advise the user before disconnection and to provide the user and opportunity to apply for service;
 - c. When there is no customer and the Company has provided advance written notice to the occupant stating its intent to disconnect service unless the responsible party applies for service and is accepted as a customer, and advising the occupant of the location of the nearest Company business office where application can be

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 64
REVISION: 0
SUPERSEDING REVISION:

made, either by posting 48 hours or by mailing at least five and no more than 30 calendar days before disconnection; or

- d. As permitted under Rule XXI.I.
 - ii. Nothing in this rule shall affect the Company's obligation to comply with the additional requirements set forth in 16 NYCRR 11.7 and 11.8 relating to termination of service to entire multiple dwellings and two-family homes.
- I. Disconnection of Non-Residential Customers Without Notice:
- i. Emergency Disconnection:
 - a. The Company may only suspend, curtail or disconnect service to a building, unit or piece of equipment, without the notice required under Rule XXI.B when:
 1. An emergency may threaten the health or safety of a person, a surrounding area, or the Company's transportation or distribution system;
 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.
 - b. Notice:
 1. 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.
 - c. Restoration of Service:
 1. 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.

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 65
REVISION: 0
SUPERSEDING REVISION:

XXII. RECONNECTION OF SERVICE – NON-RESIDENTIAL:

A. Obligation to Reconnect:

- i. The Company shall reconnect service that has been terminated solely for non-payment of bills for any tariff charge or a security deposit within 24 hours of the customer's request for reconnection, receipt by the Company of the lawful reconnection charge, any other charges, fees or penalties due, legal fees, court costs, and disbursements, if applicable, and either:
 - a. The full amount of arrears and/or a security deposit for which service was terminated, and any other tariff charges billed after the issuance of the termination notice which are in arrears at the time reconnection is requested; or
 - b. The signing of a deferred payment agreement in accordance with Rule XXI.E for the amounts set forth in subparagraph (a) of this paragraph, and the receipt of a down payment, if required under the agreement.
- ii. The Company shall reconnect service that has been terminated solely for failure to provide access within 24 hours of the customer's request for reconnection, arrangement for future access.
- iii. The Company shall reconnect service that has been terminated solely for a violation of the tariff within 24 hours of a customer's request for reconnection and, at the option of the Company, either receipt by the Company of adequate notice and documentation, or a field verification by the Company, that the violation has been corrected; provided, however, that the field verification, if required, shall be arranged within two business days of the customer's request or such later time as may be specified by the customer.
- iv. The Company shall reconnect service that has been terminated for two or more independent reasons when the customer has requested reconnection and has satisfied all conditions for reconnection. The reconnection shall be accomplished within the time period applicable to the last condition satisfied under paragraph (i), (ii) or (iii) or this rule.
- v. The Company shall reconnect service that has been terminated within 24 hours after the direction of the Commission or its designed, 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

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 66
REVISION: 0
SUPERSEDING REVISION:

Rule XXI.E for such amount and has paid the required down payment.

B. Inability to Reconnect:

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

C. Charge for Reconnection of Service:

- i. When service has been cutoff by the Company for nonpayment of bills rendered for service, the Company will further charge the customer an additional thirty dollars (\$30) fee for reconnecting the service during normal working hours and a seventy-five (\$75) fee for reconnecting service during evenings and weekend hours, in advance of service reconnection to cover the cost of reconnection.

XXIII. COMPLAINT HANDLING PROCEDURES – NON-RESIDENTIAL:

A. Complaints to the Company:

- i. Complaints to the Company shall be promptly acknowledged, fairly investigated in a reasonable period of time, and the results of such investigation be promptly reported to the complainant in plain language.
- ii. The Company shall refrain from sending a final notice of termination or from terminating service after the filing of a complaint with the Company.
- iii. If the report of the investigation is made orally, the Company shall provide the customer with the report in writing upon request.
- iv. At the time the Company communicates its final response to a customer's complaint, it shall, if the complaint resolution is wholly or partially in the Company's favor, inform the customer of the Commission's complaint handling procedures, including the Commission address and telephone number.

B. Complaints to the Commission:

- i. If a customer is unable to reach a satisfactory resolution of a dispute with the Company, the customer may complain, either orally or in writing, to the Commission, pursuant to 16 NYCRR Part 12.

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 67
REVISION: 0
SUPERSEDING REVISION:

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

XXIV. NOTICE REQUIREMENTS – NON-RESIDENTIAL CUSTOMERS:

A. Annual Notice of Rights:

- i. The Company shall, at the time of application for service, at least annually after service is initiated, provide applicants and customers with a brochure containing a detailed summary of their rights and obligations under 16 NYCRR Part 13, a notice describing the commonly used non-residential service classifications and their rates, an offer of written guidelines regarding eligibility requirements for the Company's service classifications, notice that the Company's tariff is available for review in the Company's business office, and notice that some non-residential customers may be eligible for protections under 16 NYCRR Part 11.
- ii. The notice required at the time of application for service shall be provided with the service application to an applicant 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.

B. Periodic Notices:

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

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 68
REVISION: 0
SUPERSEDING REVISION:

bill is rendered.

XXV. INSPECTION AND EXAMINATION OF COMPANY APPARATUS – NON-RESIDENTIAL CUSTOMERS:

A. Right to Inspect:

- i. 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, pipe, fittings, and works for supplying or regulating the supply of gas and of ascertaining the quantity of gas supplied, provided such agent exhibits a photo-identification badge and written authority as provided in Section 65 (9) of the Public Service Law:

B. Duty to Inspect:

- i. Except to the extent prevented by circumstance 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;
 - d. Notification from any reasonable source that service may not be correctly metered;
 - e. A directive by the Commission or its authorized designee.
- ii. Penalty:
 - a. A customer who, at any time, directly or indirectly prevents or hinders a duly authorized officer or agent of the Company from entering the building or location, or from making an inspection or examination, at any reasonable time, may be billed a \$100 penalty charge for each such offense as provided in Section 65 (9) (b) of the Public Service Law.

iii. Other Rights:

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 69
REVISION: 0
SUPERSEDING REVISION:

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

XXVI. RESALE, REMETERING OR SUBMETERING:

- A. Gas service will not be supplied under any Service Classification of any rate schedule, whether it be firm sales service or transportation service, for resale, remetering, submetering, redistribution or other redistribution except that any customer may furnish gas for the use of his tenants or for the use of other occupants of his premises, provided that the customers shall not resell, make a specific charge for, or meter (or submeter) or measure any of the gas so distributed or furnished.

XXVII. TEMPORARY SERVICE:

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

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

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

- B. Gas fired emergency electric generators may be installed during periods of temporary gas usage restriction subject to the following conditions.
 - i. Only sufficient emergency electric generating capacity shall be installed to provide the minimum needs for safety and health.
 - ii. The customer shall pay all costs associated with the installation including, if necessary, all costs for system reinforcement, mains and service laterals.

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 70
REVISION: 0
SUPERSEDING REVISION:

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

The rates for gas service under Service Classification No. 1 shall be subject each month to the addition of a Gas Supply Charge to be applied to each unit of gas consumed by the customer.

A. Gas Supply Charge:

The Gas Supply Charge is designed to collect the gas expense incurred by the Company to serve customers taking service under Service Classification No.

1. The Gas Supply Charge shall be equal to the Average Cost of Gas used in the retail gas operations of the Company multiplied by the factor of adjustment and rounded to the nearest 0.001 cents per Ccf adjusted for all appropriate surcharges and refunds, including but not limited to the Annual Surcharge or Refund, Gas Supplier Refunds, and all other adjustments approved by the New York State Public Service Commission.

B. Average Cost of Gas:

- i. The Average Demand Cost of Gas shall be computed by applying the fixed rates and charges of the transporters, storage providers, and suppliers to the billing determinates associated with pipeline capacity, storage capacity, and suppliers reservation charges and dividing by the quantities of gas taken for delivery to the Company's own sales customers for the 12 calendar months immediately preceding the computation date. These costs will be further adjusted by reducing the demand costs by the weighted average cost of the capacity, peaking service, and storage services assigned to core transportation customers.
- ii. The Average Commodity Cost of Gas shall be computed applying the variable rates and charges of the transporters, storage and peaking providers, and suppliers to the billing determinants associated with the transportation, storage and/or peaking, and gas supply, for the forecasted quantities of gas to be taken for delivery to the Company's own customers during the month in which the gas adjustment will be in effect.
- iii. The Average Cost of Gas in Storage shall be equal to the average unit cost of gas in storage at the date of computation to the quantities of gas estimated to be withdrawn from storage for the company's customers during the month in which the Gas Supply Charge will be in effect.

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 71
REVISION: 0
SUPERSEDING REVISION:

- iv. The Average Cost of Gas shall be equal to (a) plus (b) plus (c) divided by the forecasted quantities of gas to be taken for delivery to the Company's own customers during the month in which the gas adjustment will be in effect.

- a. Factor of Adjustment:

The rates for gas service under Service Classifications No. 1 of this tariff shall be increased each month by a factor of 1.005 to reflect lost and unaccounted for gas. The factor of adjustment shall be established in the Company's rate case proceeding before the Public Service Commission.

- C. Statement of Gas Supply Charge:

The Gas Supply Charge computed as provided herein, will be applied to the total measured quantities included in bills for which meters are read or estimated on and after the first day of the billing month following the computation date. The rate of adjustment shall continue in effect until changed.

Every statement shall be filed not less than three (3) days prior to the date on which it is proposed to be effective, except that a new statement may be filed on one day's notice to become effective not more than five days after the effective date of the initial statement if the replacement of cost estimates in the initial statement with actual figures results in a change in the average cost of gas of more than five percent. The statement shall contain the present average cost of gas, the date at which and the period for which the average was determined, and the amount of adjustment per 100 cubic feet, together with the period such rate adjustment per 100 cubic feet will remain in effect, and 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. Supplier Refund Provision:

In the event the Company receives refunds from one or more of its suppliers, the total amount of refund including interest shall be credited to firm sales customers, as follows:

- i. The refund will be returned to customers through a credit to the cost of purchased gas over a succeeding twelve month period. The rate of refund credit will be computed by dividing the total refund amount, including interest by corresponding estimated sales for the next successive twelve (12) calendar months. All refunds concluded during the twelve months ending August 31 of each year will be reconciled with

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 72
REVISION: 0
SUPERSEDING REVISION:

amounts intended to be refunded during that period with any difference applied to the Annual Surcharge or Refund computation.

- ii. Interest shall be computed on the unrefunded balance from the date of receipt of the refund until the refund is returned to the customers, at no more than the rate prescribed by the Commission.
- iii. Where exceptional circumstances warrant, the utility may petition the Commission for waiver or modification of the above refund plan.

E. Annual Surcharge or Refund:

- i. A surcharge or refund, in addition to that above, to recover Gas Supply Charge under-collections or refund Gas Supply Charge over-collections shall be applicable to SC 1 and computed as follows:
 - a. By taking the sum of the applicable cost of gas determined by multiplying the average cost of firm gas during the period by the factor of adjustment, multiplying that result by the actual firm sales this same period;
 - b. Adjusting for (1) the previous years applicable under-collection or over-collection, if any, with interest to the extent not recovered or refunded; (2) the applicable gas cost adjustment revenue for the period, net of supplier refund credits and the revenue tax effect; (3) any over refunding or under refunding of gas supplier refunds that were finalized during the twelve months ended August 31; Divided by the quantities of gas to be sold by the Company to its firm customers during the surcharge/refund period.
 - c. Determination Period. The determination period to be used in the computation of the surcharge or refund shall be twelve (12) months ended August 31, of each year. 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.
 - d. Effective date of the surcharge or refund. The surcharge or refund shall become effective with the first January billing of each year.
- ii. Interim refunds or surcharges during the 12-month period ended August 31 will be permitted for the purpose of preventing large over-collection or undercollection balances from accruing at August 31. The methodology used to determine the amount of over-collection or under-collection and the method of refund or surcharge will be determined by the Company and filed with the Commission.

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 73
REVISION: 0
SUPERSEDING REVISION:

XXIX. LIABILITY:

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

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

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

XXX. RATE REVISIONS:

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

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 74
REVISION: 0
SUPERSEDING REVISION:

XXXI. CHANGE IN INSTALLATION:

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

XXXII. FORMS

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 75
REVISION: 0
SUPERSEDING REVISION:

Form A. Form Application for Residential Service

CHAUTAUQUA UTILITIES, INC.
Natural Gas Service Application

Please read thoroughly

I/We the undersigned, hereby apply to Chautauqua Utilities, Inc. ("the Company") for the natural gas service at the below address. I/We hereby authorize Chautauqua Utilities, Inc to verify my past and present employment to process my service application. I/We hereby apply for such service in my/our joint name(s). Under a joint service application, each applicant agrees to be JOINTLY AND SEVERALLY LIABLE for such service. (Note: The term "Jointly and Severally Liable" means each applicant is personally responsible for payment of the entire bill). Chautauqua Utilities, Inc.'s tariff and policies comply with the residential consumer protections contained in New York State's Home Energy Fair Practices Act and other applicable residential and non-residential protections contained in the regulations of the New York State Department of Public Service. I/We understand that acceptance of service constitutes an agreement to accept service under the rules and regulations of the New York State Department of Public Service, the tariff provisions of Chautauqua Utilities, Inc. and the sales policies set forth below.

Item I. Subject to the conditions in Rule V (D) (i) of the Company's tariff, the Company will furnish and own all facilities necessary to provide gas service to the applicant.

Item II. If the conditions in Rule V (D) (ii) of the Company's tariff are met, the Company shall be responsible to install, at its' cost, the original first 100 feet of service line, meter and regulators. The Customer shall be responsible to pay for any service line and fixtures including installation greater than 100 feet from the distribution system main line whether installed by the Company or the Customer. If the Company and the Customer agree that the Customer will install the service line and fixtures beyond 100 feet, such attachments, service lines, etc., of the Customer shall be subject to the inspection of the Company and its agents for which purpose the Company shall have the right of entry to and through the premises of the consumer, at all reasonable hours. The Customer service line consists of the pipe from the outlet of the curb cock or the Company main line if a curb cock is not present. The Company shall have the right to prescribe the specifications, size, location, and termination points of the Customer's service line.

Item III. If the conditions of Rule V (D)(ii) of the Company's tariff are met, at the time of application, the Customer may be required to post reasonable security towards the material and installation costs relating to any portion of the service line, service connections and appurtenant facilities located on Customer's property that exceeds the portion which Chautauqua Utilities, Inc. is required to install without charge ("Additional Facilities"). If Customer requires Additional Facilities, the deposit shall be applied to the material and installation costs of the Additional Facilities. If the Customer does not require any Additional Facilities, or if the cost of the Additional Facilities does not exceed the deposit, the deposit, or that which remains, shall be returned within thirty (30) days after initialization of gas service. When the Additional Facilities greatly exceed the 100 feet of service line provided at no cost by the Company, the Company may require additional reasonable security.

Item IV. Customers are prohibited from making any changes in the meters or in connections between the meters and the Company's mains.

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 76
REVISION: 0
SUPERSEDING REVISION:

Applicant takes service pursuant to all terms and provisions of the Company's tariff, on file with the NYS Public Service Commission, as may be amended from time to time.

NOTICE TO CUSTOMERS

MAINTENANCE OF CUSTOMER OWNED GAS LINES

Natural gas is delivered to your home or business through an underground pipeline. Customer is responsible for maintaining all gas piping which you own, including any that extends beyond the meter to the appliances in your home or business.

If buried piping is not maintained, over a time it may be subject to the hazards of corrosion and leakage. For your safety, we inspect service lines for leakage on a regular basis, and if the line is metallic, it is the customer's responsibility to have an inspection of customer owned equipment. However, we do not maintain or repair Customer-owned piping.

If our inspection detects a problem in any portion of the piping that you own, the gas piping will need to be repaired promptly. A plumber or excavation contractor can assist you in repairing the line. Excavation around gas pipelines should be done by hand. Before digging, contact your local utilities locate service to learn where gas lines are located on your property. PLEASE, FOR SAFETY'S SAKE, CALL BEFORE YOU DIG 800-962-7962.

I/We have read this application prior to signing it, and agree to its terms and conditions.

Signature (*resident*)Date

()
Service Address (*street*)Phone # Billing Address (*street*)

()
Service Address (*city, state & zip code*)Emergency Phone #Billing Address (*city, state & zip code*)

**CHAUTAUQUA UTILITIES, INC.
Natural Gas Service Application**

Responsible Party:Date Responsible for Service: _____

Telephone Number (daytime): _____ Telephone Number (evening): _____

Do you: (circle)Own/Rent

RentLease Terms from/to _____

Name and Address of Property OwnerTelephone No. of Property Owner

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 77
REVISION: 0
SUPERSEDING REVISION:

Have you ever had gas service with Chautauqua Utilities, Inc. in the past? _____

If yes, list service address: _____
Street addresscitystatezip

If no, list previous address: _____
Street addresscitystatezip

Mailing address if different from new service address:

Street addresscitystatezip

FOR OFFICE USE ONLY

Date Application Received _____ Account # _____

Date Field Notified _____ Amount of Deposit _____

Section ___ Block ___ Lot ___

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 78
REVISION: 0
SUPERSEDING REVISION:

Form B. Form of Application for Non-Residential Service:

CHAUTAUQUA UTILITIES, INC.
8850 West Route 20
Westfield, NY 14787
(716) 789-2022

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: _____

Owner

Name of Customer _____ Occupant

Service Location _____

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

Mailing Address _____

Type of Business _____

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

* _____

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 79
REVISION: 0
SUPERSEDING REVISION:

The questions in the above section are designed to assist the Company in placing you on the proper and the most beneficial service classification. The Company may rely on this information on 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 Company 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 Company of these changes to assure that you are being properly billed.

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

Specific nature of business: _____

GAS: List all equipment and its rating: _____

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

If yes, please explain: _____

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

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

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

Response date: _____ Date of Responsibility: _____

Company Name: _____

Customer Signature: _____ Title: _____

Date: _____

Approved by: _____ Accepted by: _____

Received: 10/01/2005

Status: EFFECTIVE
Effective Date: 11/01/2005

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 80
REVISION: 0
SUPERSEDING REVISION:

Date: _____ Title: _____

Date: _____

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 81
REVISION: 0
SUPERSEDING REVISION:

Form C. Final Notice of Termination Checklist

FINAL NOTICE OF TERMINATION

If by the 20th calendar day after payment was due, the Company has neither received payment nor negotiated a new Deferred Payment Agreement the Company may demand full payment of the total outstanding charges and send a final notice of termination to the customer. The final notice of termination must include:

- the earliest date on which termination or disconnection may occur;
- the reasons for termination, including the total amount required to be paid, and the manner in which termination may be avoided;
- the address and phone number of the office of the Company that the customer may contact in reference to his account;
- the availability of Company procedures for handling complaints;
- a summary, prepared or approved by the commission or its authorized designee, of the protections available together with a notice that any customer eligible for such protections should contact the Company.
- The Final Notice of Termination may include any additional information not inconsistent with the regulations.
- The Final Notice of Termination must state, in a size type capable of attracting immediate attention, language conveying the following: THIS IS A FINAL TERMINATION NOTICE. PLEASE REFER TO THIS NOTICE WHEN PAYING THIS BILL.

The Final Notice of Termination must inform the customer that suspension of the customer's distribution service can accompany the ESCO's commodity termination, even if the customer's account for distribution service is current.

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 82
REVISION: 0
SUPERSEDING REVISION:

Form D. Asset Evaluation Form

CONFIDENTIAL
Evaluation of Customer's Ability To Pay

1. Employer Name, Address and Phone Number

2. What is your monthly income? _____

3. Please identify all other forms of income (Unemployment, Disability, and Public Assistance) and the amounts of each _____

4. Please list all checking and savings accounts and balances:

5. Please list all credit cards, balances due and the amount of the monthly payment on each:

6. Do you own your home or do you rent?

7. What is your monthly mortgage or rent payment? _____.

8. List other assets (i.e., Stocks and Bonds) :

9. List other debts (bank loans, credit lines, utility bills, etc.) and the amount of the monthly payment on each:

10. Identify all other monthly expenditures by amount:

- Food expenses \$ _____
- Medical expenses \$ _____
- Telephone bills \$ _____
- Utility bills \$ _____
- Mandatory loan/credit card payments \$ _____
- Other \$ _____
- \$ _____
- \$ _____
- \$ _____

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 83
REVISION: 0
SUPERSEDING REVISION:

Form E: Form for Levelized Payment Plan

LEVELIZED PAYMENT PLAN (“Plan”)

Customer Name: _____

Address: _____

Account# _____

Under this Plan, the Company agrees to provide services in return for your agreement to make payments according to the terms of this Plan.

This Plan requires that you pay \$XX.XX per month for the 12 month period starting with the billing cycle commencing on MM/DD/YYYY and ending on MM/DD/YYYY.

Such equal monthly payment is based on an estimate of your annual billing, which has been calculated by multiplying the average monthly consumption by the current estimate of commodity prices over the above-referenced 12-month period. Your average monthly consumption is _____ MCF, based on your last 12 months actual consumption. If the service address for which you will be billed under this Plan is a new property, which has not been served or for which 12 months of data is not available, your average monthly consumption will be based on a similar property in the area in which the service address is located.

The minimum number of days required in a meter reading cycle shall be at least 25 days to qualify for a budget bill for such a period. In case of shorter meter reading intervals, you will receive a bill reflecting actual charges for such shorter period. However, you will be required to make a payment only when at least 25 days have been accumulated for the budget bill amount.

The Plan shall be subject to regular review for conformity with actual billings. The Company reserves the right to recalculate such monthly payment to reflect either (a) an increase in consumption beyond the average monthly consumption and/or (b) an increase in commodity prices.

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 84
REVISION: 0
SUPERSEDING REVISION:

Each month, you will be billed the equal monthly payment and you will be required to pay such amount stated on the bill. Your bill will also inform you what your consumption for the period was, as well as the actual charge you would have incurred if you were not on the Plan. If you fail to pay the bill when due, you may be subject to termination of commodity service and suspension of your service pursuant to the Home Energy Fair Practices Act.

In the last month of the Plan, the Company shall true up your account based on a comparison of the aggregate billing under this billing plan and the amount you would have been charged for the budget period if you were not on the plan. If you owe the Company a sum of money due to the true up, you will be billed for the amount due. If you have been over billed you will be issued a credit to be applied to the next plan year.

Yes! I would like Budget Billing:

ACCEPTANCE OF AGREEMENT

Customer Signature: _____

Date: _____

Company: _____

Date: _____

Return one signed copy to the Company by MM/DD/YYYY.

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 85
REVISION: 0
SUPERSEDING REVISION:

Form F. Residential Payment Agreement

RESIDENTIAL PAYMENT AGREEMENT

Customer Name: _____

Address: _____

Account# _____

The total Amount owed to the Company for this account as of MM/DD/YYYY is **\$XX.XX**.

The Company is required to offer a payment agreement that you are able to pay considering your financial circumstances. **This agreement should not be signed if you are unable to keep the terms.** Alternate terms may be available if you can demonstrate financial need. Alternate terms may include no down payment and payments as low as \$10 per month above your current bills. **If you sign and return this form, along with the down payment by MM/DD/YYYY you will be entering into a payment agreement and by doing so will avoid termination of service.**

Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office. This agreement may be changed if your financial circumstances change significantly because of conditions beyond your control. If after entering into this agreement, you fail to comply with the terms, the Company may terminate commodity service. If you do not sign this agreement or pay the total amount due of **\$XX.XX** by **MM/DD/YYYY**, the Company may seek to terminate your service. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement please call Chautauqua Utilities at 1-800-XXX-XXXX.**

PAYMENT OF OUTSTANDING BALANCE:

Your current monthly budget amount is: \$XX.XX

If you are not already enrolled in our Budget Billing Program, which allows you to pay for your service in equal monthly installments, and wish to enroll, check the box below and we will start you on our program immediately.

Yes! I would like Budget Billing.

ACCEPTANCE OF AGREEMENT:

Customer Signature: _____ Date: _____

This agreement has been accepted by the Company. If you and the Company cannot negotiate a payment agreement, or if you need any further assistance, you may contact the Public Service Commission at 1-800-342-3377.

Return one copy of this agreement signed, with the down payment, by MM/DD/YYYY. If it is not signed and returned, your contract may be terminated, and the Company may suspend your service.

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 86
REVISION: 0
SUPERSEDING REVISION:

Form G: Sample Final Suspension Notice

FINAL SUSPENSION NOTICE DATE

CHAUTAUQUA UTILITIES, INC.
8850 West Route 20
Westfield, NY 14787
(716) 789-2022

Customer Name
Address
City, State, Zip
Account#

Dear (customer name):

YOUR GAS SERVICE IS SUBJECT TO SUSPENSION **after xx/xx/xxxx.**

To avoid suspension please remit \$xx.xx by MM/DD/YY. If your service is suspended you must pay \$xx.xx to resume service.

Public Service Law requires that, in order to end suspension, customers pay either the total amount due the Company or the amount they would have paid for energy if they had remained a utility customer.

PLEASE NOTE THAT SUSPENSION OF YOUR SERVICE CAN ACCOMPANY THE TERMINATION OF ESCO SERVICE EVEN IF YOU'RE THE COMPANY'S SERVICE IS CURRENT.

PLEASE REMIT \$XX.XX BY XX/XX/XXXX TO AVOID SUSPENSION OF YOUR SERVICE.

Sincerely,

Chautauqua Utilities, Inc.
Credit and Collections

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 87
REVISION: 0
SUPERSEDING REVISION:

Form H: Sample Past Due Reminder Notice

Past Due Reminder Notice

CUSTOMER NAME:

PREMISE

ADDRESS:

ACCOUNT

NUMBER:

On MM/DD/YYYY you signed a Residential Deferred Payment Agreement which obligated you to make a down payment of \$XX.XX by MM/DD/YYYY and regular payments of \$XX.XX in addition to your current charges, in order to avoid termination of commodity service. You have failed to comply with the terms of the Residential Deferred Payment Agreement. We are notifying you that you must meet the terms of the existing deferred payment agreement by making the necessary payment within 20 calendar days of the date payment was due, or a final termination notice may be issued to terminate your contract with us. In addition, we may also pursue suspension of delivery service to your account.

If you are unable to make payment under the terms of the Residential Deferred Payment Agreement because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact us at (xxx) xxx-xxxx because a new payment agreement may be available. Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office by calling xxx-xxxx..

The total amount owed for this account as of MM/DD/YYYY is: \$XX.XX.

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 88
REVISION: 0
SUPERSEDING REVISION:

Form I: Sample Final Termination Notice

FINAL TERMINATION NOTICE **DATE:**

Customer Name: _____

Address: _____

Account# _____

Dear (customer name):

By letter dated MM/DD/YY, the Company notified you that your failure to remit the past due amount of \$XX.XX by MM/DD/YY would result in the Company no longer serving you. Our records indicate that we have not received your payment. Please remit \$XX.XX or your account will be terminated after XX/XX/200X.

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

PLEASE REMIT \$XX.XX BY MM/DD/YY TO AVOID TERMINATION OF YOUR ESCO ACCOUNT.

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact us at (XXX) XXX-XXXX. If you or anyone in your household meets any of the following conditions please contact us: medical emergency; elderly, blind or disabled; live in a multiple or a two-family-dwelling.

Sincerely,

Chautauqua Utilities, Inc.
Credit and Collections

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 89
REVISION: 0
SUPERSEDING REVISION:

Form J: Form for Quarterly Billing

Quarterly Billing Plan ("Plan")

Customer

Name: _____

Premise

Address: _____

Account

Number: _____

Under this plan, the Company agrees to provide services in return for your agreement to make payments according to terms of this Plan.

The Customer confirms that he/she is greater than 62 years old, and that the Customer's total gas service billings in the preceding 12 months starting on MM/DD/YY and ending on MM/DD/YY, did not exceed \$150.

Under this Plan, the Customer will receive the first bill on MM/DD/YY covering actual charges incurred during the 3-month period MM/DD/YY to MM/DD/YY, and you will receive quarterly bills thereafter on or before MM/DD/YY, MM/DD/YY, and MM/DD/YY for actual charges incurred during each such preceding 3-month period.

On the dates specified above, you will be billed for actual charges incurred and you will be required to pay such amount stated on the bill. If you fail to pay the bill when it is due, you may be subject to termination of commodity service and suspension of your service pursuant to the Home Energy Fair Practices Act.

[] Yes! I would like Quarterly Billing:

Acceptance of Agreement

Customer

Signature: _____

Date: _____

Company

Signature: _____

Date: _____

Return one signed copy to the Company by MM/DD/YY.

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 90
REVISION: 0
SUPERSEDING REVISION:

Form K: Form Notification to Social Services

**NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS
INABILITY TO PAY**

CHAUTAUQUA UTILITIES, INC.
8850 West Route 20
Westfield, NY 14787
(716) 789-2022

Customer Name: _____

Address: _____

City, State, Zip: _____

Account#: _____

Customer has been sent a final notice of termination. If the total payment due of \$XX.XX is not paid by MM/DD/YYYY, termination of service may occur anytime after MM/DD/YYYY.

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: May 1, 2012
Filed in compliance with Commission Order issued April 19, 2012 in Case 11-G-0142.

LEAF: 91
REVISION: 2
SUPERSEDING REVISION: 0

SERVICE CLASSIFICATION NO. 1

General Sales Service

APPLICABLE TO USE OF SERVICE FOR:

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

CHARACTER OF SERVICE:

Continuous natural gas sales service with a nominal Btu content of 1,000 per cubic foot delivered at a pressure not less than 4 inches nor more than 12 inches.

RATE:

Monthly Rates per ccf:

First	400 Cu. Ft. or less	\$12.00
Next All Over	4600 Cu. Ft., per ccf	\$0.7050
All Over	5000 Cu. Ft., per ccf	\$0.3132

Gas Supply Charge:

The charges set forth herein shall be subject to a Gas Supply charge per 100 cubic feet of gas supplied hereunder as explained in General Information Section XXVII.

Increase in Rates and Charges:

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

MINIMUM CHARGE:

The minimum charge per month will be \$12.00 plus applicable purchased gas cost adjustment and tax factor.

TERMS OF PAYMENT:

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

Issued by: Scott Sampson, President, Chautauqua Utilities, Inc., 8850 W. Rt. 20, Westfield, NY

P.S.C. No. 1 GAS
CHAUTAUQUA UTILITIES, INC.
INITIAL EFFECTIVE DATE: 11/01/2005

LEAF: 92
REVISION: 0
SUPERSEDING REVISION:

TERM:

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

SPECIAL PROVISIONS:

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