

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**11. Metering and Billing**

- (A) **Measurement Of Electric Service and Shared Meter Conditions:** Bills will be based upon the registration of the Company-owned meters or approved Customer-owned or Meter Service Provider-furnished meters except as otherwise provided in this Rate Schedule. All service shall be measured according to the characteristics of the service supplied by the Company except that there shall be an appropriate adjustment for transformer losses in the computation of energy and demand charges for Customers receiving high tension service which is metered on the low tension side of the transformer.

In accordance with 16 NYCRR Sections 11.30 through 11.39, and Section 52 of the Public Service Law, when a tenant's service meter also registers service used outside the tenant's dwelling, the tenant is not required to pay the charges for that service. The Company will establish an account in the owner's name for all service registered on the shared meter after that date and will rebill for past service in accordance with 16 NYCRR Part 11.34. A Customer may request a copy of the entire rules governing shared meters from the Company.

- (B) **Testing of Meters:** At such times as the Company may deem proper, or as the Public Service Commission may require, the Company will test Customer-owned meters and its meters and measuring devices in accordance with the standards and bases prescribed by the Public Service Commission. The Company may, but is not required to, test meters furnished by Meter Service Providers.
- (C) **Access to Premises:** Except as provided in General Rule III-8 (C) "Seals", the Customer shall not permit access by anyone, except authorized employees of the Company, to the meters (regardless of ownership), equipment or any other property of the Company, and shall not interfere or permit interference with the same; and the Customer shall be responsible for their safe keeping on the premises. The Company's duly authorized representatives shall have the right of access to the premises of the Customer and to all of the Company's property thereon at all reasonable times for the purpose of reading and testing meters, inspecting equipment used in connection with its service, metering the demand, ascertaining and counting the connected load of the Customer's installation, installing, inspecting, maintaining and replacing, where necessary, its load testing equipment, removing its property, or any other proper purpose except as provided below.

A duly authorized representative of the Company may enter Customer premises at all reasonable times upon exhibiting proper identification and written authority for the purpose of inspecting and examining the meters, pipes, fittings, wires, and other apparatus for regulating, supplying and/or ascertaining the quantity supplied.

(General Information - Continued on Leaf No. 44)

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**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**11. Metering and Billing - Continued**

**(C) Access to Premises - Continued**

However, in non-emergency situations, entry to the premises of residential Customers shall be limited to non-holiday workdays between 8 A.M. and 6 P.M., or at such other reasonable times as may be requested by a residential Customer; or between 8 A.M. and 9 P.M. on any day when there is evidence of meter tampering or theft of service. However, when an emergency may threaten the health and safety of a person, the surrounding area, or the Company's distribution system, or when authorized by a court order, entry by authorized Company representatives shall be permitted at any time for purposes of the inspection and examination permitted under this paragraph. A Customer who at any time, directly or indirectly prevents or hinders the inspection or examination provided under this provision, at any reasonable time, may be billed a \$100 penalty charge for each such offense. In addition, the Company shall have all other remedies against such a Customer as are provided under this tariff or at law.

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

- (1) a request contained in a service application pursuant to the rules of the Public Service Commission;
- (2) a reasonable Customer request;
- (3) the issuance of a field inspection order in accordance with an automatic Company bill review program;
- (4) notification from any reasonable source that service may not be correctly metered;
- (5) a directive by the Public Service Commission or its authorized designee.

**(D) Maximum Demand:** The Maximum demand when determined by a demand meter shall be the highest 30 minute integrated demand occurring during the billing period in which such use is made.

(General Information - Continued on Leaf No. 45)

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See Supplement No. 76

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**11. Metering and Billing - Continued**

**(D) Maximum Demand - Continued**

Whenever service is terminated to a Customer's premises and the same Customer applies for, and receives, service at the same location, within what would have been the same billing period, but for the termination in service, the maximum demand for the billing period shall be determined as though there had been no termination of service.

A Customer, entitled under the provisions of this Rate Schedule to have maximum demands added for billing purposes, may be billed for coincident maximum demand, provided that: (1) the Customer furnishes and installs all necessary conduit and wiring between the watt-hour meters and associated metering devices, or provides remote communications capability at each meter, for connection by the Company or the Customer's Meter Service Provider, and maintains the impulse wiring and/or remote communications equipment in accordance with General Rule III-9 (E); (2) no watt-hour meter will be connected with any other watt-hour meter or watt-hour meters for the measurement of coincident demand unless its rated capacity is 1 percent or more of the rated capacity of each other watt-hour meter to be so connected; (3) high tension service at 138,000 volts is not combined with high tension service below 138,000 volts on the same account if it is served under Service Classification No. 14-RA of the Retail Access Rate Schedule; and (4) high tension service at any voltage is not combined with low tension service under the same account under any Rate Schedule. Billing will be permitted on a coincident demand basis for high tension service at 138,000 volts and high tension service below 138,000 volts under Service Classification No. 14-RA, and for combined high tension service and low tension service under any Service Classification, if the Customer was billed for such service on a coincident demand basis prior to February 1, 2004.

Whenever electric service of the same or different characteristics is supplied through two or more watt-hour meters under a single agreement the Company may compute the maximum demand, in lieu of installing a demand measuring device, for any watt-hour meter which has not registered more than 360 kilowatt-hours per month in 2 consecutive months during the preceding 12 months, on the basis of 0.1 kilowatt for each 18 kilowatt-hours of registered consumption during a monthly billing period.

The Company reserves the right to meter the demand of any Customer.

(General Information - Continued on Leaf No. 46)

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See Supplement No. 76

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**11. Metering and Billing - Continued**

**(E) Meter Reading and Billing Period:** Thirty days is considered a month for billing purposes. Unless otherwise specified in this Rate Schedule, rates and charges are stated on a 30-day basis. In the ordinary course of business, meters are scheduled by the Company to be read and bills are rendered monthly (approximately 30 days) or bi-monthly (approximately 60 days). The Company prepares such schedules in advance. Where meters are scheduled to be read bi-monthly, the Company may render an interim, averaged bill for the first month (approximately 30 days) of the bi-monthly period. Where demand meters are installed for billing purposes the Company will schedule meter readings monthly. The Company reserves the right to schedule meter readings and render bills at any other interval of time. Meter Data Service Providers must provide meter reading data, billing determinants, and interval data, as applicable, in a timeframe consistent with the requirements of the Company.

Except for meters served by Meter Data Service Providers:

- (1) The Company shall attempt to obtain an actual meter reading for each scheduled meter reading for each Customer account by a visit to the Customer's premises. In the case of non-residential Customers the visit shall be between 8 A.M. and 5 P.M. on a business day.
- (2) Where the Company did not obtain an actual reading from the meter(s) of a demand account at the time of a regularly scheduled or follow-up reading attempt, the Company shall make another reading attempt as soon as possible and within seven calendar days after its last attempt.
- (3) Where the Company has billed a non-residential Customer's account based on the readings of a remote registration device for six consecutive months, the Company shall, at the time of every subsequent reading attempt and, until successful, try to gain access to and read the meter.

**(F) Proration of Monthly Rates and Charges:** Where the Company renders a bill for other than a 30 day period, the rates and charges will be prorated, unless otherwise specified, on the basis of the number of elapsed days divided by 30; except that a Customer who terminates service less than 30 days after the commencement of service, will be billed for a month.

(General Information - Continued on Leaf No. 47)

**Date of Issue: March 31, 2008**

**Date Effective: April 1, 2008**

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**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**11. Metering and Billing - Continued**

(G) **Unmetered Service:** Where the Customer's only utilization equipment consists of warning lights, electric signs or the like, having a total rated capacity of less than 10 kw and an estimated use of less than 3,000 kwhr per month and such equipment has a definitely determinable demand, and is operated on a fixed schedule, the Company may supply unmetered service at the applicable Service Classification rates and charges, upon the basis of the usage determined by the Company and endorsed upon the agreement for service. Unmetered service will not be supplied at any location where the Customer is supplied with metered service or to any account served under Service Classification No. 14-RA of the Retail Access Rate Schedule. The Company reserves the right at any time to meter service previously supplied on an unmetered basis.

(H) **Backbills:** Except as provided below, the Company shall not backbill a non-residential Customer:

- (1) more than 6 months after the Company actually became aware of the circumstances, error, or condition that caused the underbilling, unless a court extends the time to render a backbill;
- (2) for service rendered more than 12 months before the Company actually became aware of the circumstances, error, or condition that when the failure was due to Company deficiency caused the underbilling, unless the Company can demonstrate that the Customer knew or reasonably should have known that the original billing was incorrect;
- (3) for service rendered more than 24 months before the Company actually became aware of the circumstances, 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.

Backbilling for residential and non-residential Customers is subject to the rules of the Public Service Commission.

For any period when the Customer obtained Competitive Metering Services, the Company's right to backbill will not be limited for meter-related conditions that arose or could reasonably have been discovered during that time.

(General Information - Continued on Leaf No. 48)

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**11. Metering and Billing - Continued**

**(I) Estimated Bills:** The Company may render an estimated bill for a regular cycle billing period for Company-owned or Customer-owned meters only when:

- (1) the Company has failed to obtain access to the meter(s);
- (2) circumstances beyond the control of the Company made obtaining an actual reading of the meter(s) extremely difficult, despite having access to the meter area; provided, however, that estimated bills for this reason may be rendered no more than twice consecutively without the Company advising the Customer in writing of the specific circumstances and the Customer's obligation to have the circumstances corrected;
- (3) the Company has good cause for believing that an actual or Customer reading obtained is likely to be erroneous; provided, however, that estimated bills for this reason may be rendered no more than twice consecutively without the Company initiating corrective action before the rendering of the next cycle bill;
- (4) circumstances beyond the control of the Company prevented the meter reader from making a premises visit;
- (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 Public Service Commission for a particular billing cycle;
- (7) an estimated reading is the approved billing method in accordance with the Company's tariff for the billing; or
- (8) an unmetered condition was in existence during the period.

The Company may render an estimated bill for a regular cycle billing period for meters served by Meter Data Service Providers, when:

- (1) the Company determines that an actual reading is likely to be erroneous;
- (2) the Company does not receive an actual reading in a timely manner;
- (3) the Company determines that an estimated reading is likely to be erroneous;
- (4) an estimated reading has been prescribed or authorized by the Public Service Commission for a particular billing cycle;
- (5) an estimated reading is the approved billing method in accordance with the Company's tariff for the billing; or
- (6) an unmetered condition was in existence during the period.

(General Information - Continued on Leaf No. 49)

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**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**11. Metering and Billing - Continued**

**(J) No Access Procedure - Non-Residential Accounts:**

The Company will be exempt from the requirements of the No Access Procedure for meters served by Meter Data Service Providers.

- (1) The Company shall provide no access notices for non-residential accounts when the bill has been estimated pursuant to General Rule III-11 (I) (1) or (2) commencing with: the second consecutive estimated bill to an account billed for demand; or the fourth consecutive estimated bill in the case of an account not billed for demand; or the tenth consecutive bill based on a remote registration device or a Customer reading.
- (2) The no access notices and charges 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.
- (3) The series of no access notices shall be as follows:
  - (a) 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 not to exceed \$100 per building 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.
  - (b) The second notice shall advise the access controller of the no access charge that has been added to the access controller's bill and that unless access to the Customer's meter is provided on the next meter reading date or a special appointment to read the meter is made and kept by the access controller prior to that date, another charge will be added to the access controller's next bill. The notice shall further explain that if the access controller's service can be physically terminated without obtaining access, steps to terminate service will follow, and that in the event that the access controller's service cannot be physically terminated, steps to obtain a court order to gain access to the Customer's meter will follow. The notice shall advise the access controller that the Company will arrange a special appointment for a reading of the Customer's meter if the access controller calls a specified number.

(General Information - Continued on Leaf No. 50)

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**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied,  
Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**11. Metering and Billing - Continued**

**(J) No Access Procedure - Non-Residential Accounts - Continued**

- (3) (c) 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.

**(K) No Access Procedure - Residential Accounts:**

- (1) After the Company has rendered a maximum of four consecutive estimated monthly bills or two consecutive bi-monthly bills to a residential Customer, the Company shall seek to obtain an actual meter reading for the next billing period by various means including but not limited to requesting the Customer to use a dial card. The Company may also notify the Customer that the Company will arrange a special appointment for a meter reading. In the case of a Customer residing in a multiple dwelling (as defined in the Multiple Dwelling Law or the Multiple Residence Law), or in a two-family dwelling that is known by the Company to contain residential units where service is provided through a single meter or meters, in which the meter is not located in the Customer's apartment the Company shall notify the Customer's landlord, or the landlord's managing agent, or the building superintendent, that such a special appointment may be arranged to obtain an actual meter reading. If the Company's records do not contain the address of the person, Customer's landlord, the building agent or the building superintendent, the Company shall request such information from the Customer.
- (2) After the Company has rendered a maximum of six consecutive estimated monthly bills or three consecutive bi-monthly bills, and has received no response to its request for a special appointment, the Company shall send a second letter to the Customer and the person who controls access to the meter, offering a special appointment to obtain a meter reading and may advise the recipient(s) that failure to make such appointment shall result in an additional charge of twenty-five dollars applicable to the next bill rendered to the person who controls and refuses access to the meter. If a suitable response to this second letter is not received within 14 calendar days of the date of its mailing, a special charge of twenty-five dollars may be added to the next bill of the person who controls access to the meter.

(General Information - Continued on Leaf No. 51)

**Date of Issue: October 7, 1993**

**Date Effective: January 1, 1994**

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**11. Metering and Billing - Continued**

**(K) No Access Procedure - Residential Accounts - Continued**

- (3) If the Company has not received a reply to its second special appointment letter within two months of mailing, the Company may notify the Customer or the person who controls access to the meter, by certified mail, that in accordance with the Public Service Commission's directive, the Company may apply for a court order to gain access to the Company's meter or meters for the purpose of removing and replacing the meter or meters. It shall be the responsibility of the person who controls access to the meter, to pay the court costs and the costs of removing and replacing the meter or meters.
- (4) The Company shall install outdoor meters or remote registers for all new one, two, and three family homes wherever feasible. The installed cost of the facilities to accept an outdoor meter, or the installed cost of the facilities to accept a remote meter register, plus the cost of said remote meter register shall be borne by the Customer.

The Company shall have the right to invoke paragraphs 1-3 of these rules whenever a Customer with a remote reading device has not provided access to the indoor meter for four consecutive monthly billing periods.

- (L) Plural Meters-Billing of Charges:** When, upon the request of the Customer, more than one meter is installed to measure the service of a single Customer at a single location, or where electric service supplied through excess distribution facilities is separately metered from other electric service supplied to the Customer, the service rendered through each meter, so installed, will be computed separately and billed in accordance with the applicable Service Classification. Where more than one meter is installed to measure the service of a single Customer at a single location, under the conditions or circumstances set forth in the numbered sub-paragraphs of General Rule III - 8 (A) "Company's Installation", the amount of energy registered by each watt-hour meter will be combined, and the maximum demands will be added for billing purposes.

Except in accordance with this provision or other specific provision therefore contained in this Rate Schedule, the amount of electric service supplied through more than one meter will not be combined for billing purposes.

(General Information - Continued on Leaf No. 52)

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GENERAL INFORMATION - Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied,  
Applicable to and Made a Part of All Agreements for Electric Service - Continued

11. Metering and Billing - Continued

- (M) **Billing of Changes in Rates:** The rates, charges, and classifications of service set forth in this Rate Schedule or in amendments thereof by revised leaves hereafter duly filed and in effect shall, unless otherwise expressly stated therein, apply to service supplied to the Customer commencing with the first scheduled meter reading date on or after the effective date set forth in such Rate Schedule or revised leaves thereof.
- (N) **Payment of Bills, Charge for Late Payment, and Charge for Dishonored Payment:** Bills of the Company for service are due on presentation, if hand delivered, or three days after the mailing of the bill and are payable by mail or at any business office of the Company or to any duly authorized collector of the Company.

A late payment charge at the rate of one and one-half percent (1 1/2%) per monthly billing period will be applied to the accounts of all Customers as provided herein, except for state agencies which instead will be subject to interest charges in accordance with the provisions of State Finance Law Article XI-A (L. 1984, Ch. 153, effective July 1, 1984). The charge will be applied to all amounts billed, including arrears, and unpaid late payment charges which are not received by the Company within at least 20 days of the date payment is due. The charge will also be applied to amounts due by non-residential Customers under deferred payment agreements for arrears. The charge will not be applied to back bills unless the backbill is for service to or through tampered equipment, or the Company can demonstrate either that the unbilled service condition began since the Customer initiated service or that the Customer knew or reasonably should have known that the original billing was incorrect. In addition, the Company reserves the right to discontinue service and/or to take any other action permitted by law with respect to any Customer who fails to make full and timely payment of all amounts due the Company. The late payment charge will be applied to the account of any such person or Customer in cases where the Company has underbilled, or failed to bill, because the person or Customer was receiving service through tampered equipment. The charge will apply to the amounts found to be due and owing for each monthly billing period, including all amounts due for preceding monthly billing periods and any late payment charges thereon. Notwithstanding any other provision in this paragraph, the charge will not apply unless the Company can demonstrate either that the condition began on or after the date the Customer initiated service, or that the Customer actually knew, or reasonably should have known the original billing was incorrect.

Effective October 13, 1997, the Company shall waive the first late payment charge assessed on the account of a Customer receiving service under Service Classification No. 1 or 7.

The Company shall waive late payment charges on all bills issued on or after July 3, 2000 through August 30, 2000.

(General Information - Continued on Leaf No. 53)

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**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied,  
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**11. Metering and Billing - Continued**

**(N) Payment of Bills, Charge for Late Payment, and Charge for Dishonored Payment - Continued**

Pursuant to 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 the charges for service rendered, provided that such Customer's average annual billing by the Company is not more than \$150.

An applicant or Customer making payment by a negotiable instrument that is subsequently dishonored shall be liable for a fee of \$12.00.

- (O) Interest on Customer Overpayments:** The Company shall provide interest on Customer overpayments in accordance with 16 NYCRR 145 subject to any applicable statute of limitations. A Customer overpayment is defined as payment by the Customer to the Company in excess of the correct charge for electric service supplied to the Customer which was caused by billing by the Company that is erroneous due to the Company's own mistake.

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

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

- (P) Tampered Equipment:** In the event evidence of tampered equipment is found at any premises, the Company may:

- (1) If the premises are occupied by only one Customer, upon thirty days' notice to the Customer, seek permission from the Public Service Commission to relocate the meter equipment to a secure location, including a location outside the building. In connection with the relocation of the meter, the Company, after a reasonable attempt to consult with the Customer, may determine the new location of the meter equipment. It will then specify the type and manner of installation to the service terminating equipment and the meter equipment and present this information to the Customer. The Customer will be required to perform all necessary work in conformance with the Company's Rate Schedule requirements within thirty days of presentation of this information as a condition of continued service. The reasonable expense of such relocation shall be divided equally between the Company and the account of the Customer.

(General Information - Continued on Leaf No. 54)

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**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**11. Metering and Billing - Continued**

**(P) Tampered Equipment - Continued**

- (2) If the premises are occupied by two or more Customers, send a first notice of the tampering to the Customer and the responsible party demanding that adequate security be provided so that tampering does not recur. The first notice shall list the actions that may be taken by the Company under paragraphs (a) and (b) hereof in the event that tampering recurs. If, at any time after thirty days and within one year of sending the first notice, evidence of tampered equipment is again found, and the responsible party has not taken reasonable steps to secure a common meter room, the Company shall:
- (a) Send a second notice of the tampering to the Customer and the responsible party stating that starting with the date the second notice is sent and thereafter for the period in which the tampering persists, the Company will add to the hall, basement, boiler, or elevator account, or any other account under which service is supplied to a common facility, charges, which the Company may estimate, for the electricity used on the premises but not metered as a result of tampering. Such charges shall be separately calculated and itemized for each unmetered account. The second notice shall also list the other actions that may be taken by the Company under paragraph (b) hereof.
- (b) If thirty days or more after sending the second notice, evidence of tampered equipment is again found and the responsible party has not taken reasonable steps to secure a common meter room, the Company may as a condition of continued service, with the assistance of the responsible party as hereinafter specified, and after obtaining permission from the Public Service Commission, relocate all or part of its meter equipment to a place which is more secure, including a place outside of the building. In connection with the relocation of the meters, the Company, after a reasonable attempt to consult with the responsible party may determine the new location of the meters. It will then specify the type and the manner of installation and connection to the service terminating equipment and present this information to the responsible party. The responsible party will be required to perform all necessary work in conformance with the Company's Rate Schedule requirements within thirty days of presentation of this information as a condition of continued service. The reasonable expense of any relocation shall be divided equally between the Company and the hall, basement, boiler, or elevator account, or any other account under which service is supplied to a common facility.

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**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**11. Metering and Billing - Continued**

**(Q) Inability to Obtain Access to Terminate Service:** In the event that the Company has sent a Customer notice of its intention to terminate service for non-payment, or the Company is seeking to terminate service to a meter for which there is no Customer of record, and thereafter the Company is unable to disconnect service because a Company representative has attempted to gain access to the meter and has been affirmatively denied access:

- (1) The Company shall send a notice to the Customer or occupant and the responsible party, requesting access to the meter at one of several appointed times within thirty days. The notice shall include a Company phone number and address to be used to advise the Company as to the time selected.
- (2) If the Company, acting with diligence, is thereafter unable to gain access to the meter, it may add a charge to the hall, basement, boiler, or elevator account, or any other account under which service is supplied to a common facility, equal to its estimate of the electricity used on the premises starting after the thirty-day period provided for in paragraph (1) hereof, and continuing for the period in which the condition persists. Such charge shall be separately calculated and itemized for each account included in the estimate. The estimated charge will be adjusted after the meter is read to reflect actual usage. Also, the Company may seek permission from the Public Service Commission to relocate all or part of the meter equipment to a location outside the building. In connection with the relocation of the meter equipment, the Company, after a reasonable attempt to consult with the responsible party, may determine the new location of the meter equipment. It will then specify the type and manner of installation and connection to the service terminating equipment and meter equipment and present this information to the responsible party. The Customer will be required to perform all necessary work in conformance with the Company's Rate Schedule requirements within thirty days of presentation of this information as a condition of continued service. The reasonable expense of any such relocation shall be divided equally between the Company and the hall, basement, boiler, or elevator account, or any other account under which service is supplied to a common facility, and if there is no common facility it shall be divided equally between the Company and the account of the owner or occupant.
- (3) The Company's procedures for termination of service when there is no Customer of record shall not be inconsistent with the procedures applicable under the Public Service Commission's rules for termination of service when there is no Customer of record.

(General Information - Continued on Leaf No. 56)

**Date of Issue: March 20, 2001**

**Date Effective: March 21, 2001**

Issued by Joan S. Freilich, Executive Vice President and  
Chief Financial Officer  
4 Irving Place, New York, N.Y. 10003

Issued in compliance with orders  
of the Public Service Commission dated 1/31/01  
and 2/26/01 in Cases 00-E-0165 and 94-E-0952

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied,  
Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**11. Metering and Billing - Continued**

**(R) Applicability of Charges and Terminology:**

- (1) The charges provided for in paragraphs (P) and (Q) hereof shall in all respects be treated in the same manner as other charges for service, and failure to pay them shall constitute grounds for discontinuance of service.
- (2) As used herein -

Responsible party means the Customer for the hall, basement, boiler, or elevator account, or any other account under which service is supplied to a common facility, or the Customer of record, where the meter is located inside the apartment. Where one tenant rents or leases the entire premises and in turn sublets, the sublessor shall be deemed the responsible party and the Rate Schedule shall apply as described in paragraph (P) (2).

Notices by the Company shall be sent by certified mail or mailgram. All time periods related to notices in these provisions shall be measured from the date the notice is sent. Each notice, other than that requesting access to read the meter, must advise the Customer or responsible party of the right to appeal the Company's application of the provisions of this Rate Schedule to the Consumer Services Division. The notice shall contain an address and telephone number of the Consumer Services Division office and shall expressly invite the Customer to contact that office in cases of dispute concerning liability under the Rate Schedule.

Taking reasonable steps to secure a common meter room is not limited to, but includes, installation of a steel, security, fireproof door, and a lock. In establishments containing large entrance ways, installation of cinderblocks to constrict the entrance way and/or installation of accordion steel gates, or suitable alternatives, will be required.

(General Information - Continued on Leaf No. 57)

**Date of Issue: October 7, 1993**

**Date Effective: January 1, 1994**

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied,  
Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**11. Metering and Billing - Continued**

**(S) Levelized Payment Plans:** The Company shall offer a levelized payment plan to its Customers at least annually, except for the following non-residential Customers:

- (1) those with less than 12 months of billing history at the premises or seasonal, short-term or temporary Customers;
- (2) those in arrears or those 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;
- (3) interruptible Customers, or those whose pattern of consumption is not sufficiently predictable to be estimated on an annual basis with any reasonable degree of certainty.

The Company may only remove a non-residential Customer from its levelized payment plan if the Customer becomes ineligible under subparagraph (1), (2), or (3) of this paragraph. However, if delinquency is the cause of the ineligibility the Company must first give the Customer the opportunity to become current in payment, provided that such an opportunity need be given only once in any 12 month period. Each levelized bill shall clearly identify consumption and the amount that would be due without levelized billing.

**(T) Deferred Payment Agreements:** The Company will offer any eligible Customer or applicant a deferred payment agreement as required by 16 NYCRR Section 11.10 for residential Customers and 16 NYCRR Section 13.5 for non-residential Customers which sets forth in detail the procedures summarized here. The agreement offer will be made to residential Customers in duplicate on the forms set forth on Leaves 198 - 200 of this tariff and to non-residential Customers on the form set forth on Leaves 195 - 197.

(1) Residential Customers:

- (a) Eligibility: All residential Customers and applicants are eligible for an agreement unless the Customer has broken an existing payment agreement which required payment over a period at least as long as the standard agreement described below, or the Public Service Commission determines that the Customer or applicant has the resources to pay the bill.

(General Information - Continued on Leaf No. 58)

**Date of Issue: October 10, 1997**

**Date Effective: October 13, 1997**

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied,  
Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**11. Metering and Billing - Continued**

**(T) Deferred Payment Agreements - Continued**

(1) Residential Customers - Continued

- (b) Written Offers: A specific written offer will be made to eligible Customers before the date of any threatened termination of service, where payment of outstanding charges is a requirement for reconnection or acceptance of an application for service, and when a Customer has broken an agreement that was for a shorter period than the standard agreement.
- (c) Negotiating Agreements: Before making a written offer, the Company will make a reasonable effort to contact eligible Customers or applicants in order to negotiate agreement terms that are fair and equitable considering the Customer's financial circumstances. The Company may, at its discretion, require the Customer to complete a form showing his or her assets, income and expenses and provide reasonable substantiation of such information, and if it does so, it shall treat all such information confidentially. The Company also may postpone a scheduled termination for up to 10 days for the purpose of negotiating an agreement.
- (d) The Standard Agreement: If the Company and the Customer or applicant are unable to agree upon specific terms, the Company will offer an agreement with the following terms:
  - (i) a down payment up to 15 percent of the amount covered by the payment agreement or the cost of one-half of one month's average usage, whichever is greater, or if the amount covered by the agreement is less than one-half of one month's average usage, 50 percent of such amount; and
  - (ii) monthly installments up to the cost of one-half of one month's average use or one-tenth of the balance, whichever is greater.
- (e) Entering the Agreement: The copy of the written agreement must be signed by the Customer and returned to the Company along with any required downpayment 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 along with any required down payment, the Company shall have the right to terminate service.

(General Information - Continued on Leaf No. 59)

**Date of Issue: October 7, 1993**

**Date Effective: January 1, 1994**

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**11. Metering and Billing - Continued**

**(T) Deferred Payment Agreements - Continued**

(1) Residential Customers - Continued

- (f) Renegotiating Agreements: If a Customer or applicant demonstrates that their financial circumstances have changed significantly because of circumstances beyond the Customer's control, the Company will amend the terms of the agreement to reflect such changes.
- (g) Broken Agreements: If a Customer fails to make timely payment of installments in accordance with a payment agreement, the Company will send a reminder notice before sending a final notice of termination. If a Customer fails to pay an installment by the 20th day after payment was due and has not negotiated a new agreement, the Company will demand full payment and send a final notice of termination in accordance with 16 NYCRR Section 11.4 of the Regulations and General Rule III - 15, "Termination of Service", of this tariff.

(2) Non-Residential Customers:

The offer of a deferred payment agreement to an eligible non-residential Customer shall be in writing and shall be made at least five days before the termination of service for non-payment, or eight days if mailed. The offer may require the Customer to make a downpayment of up to 30 percent of the arrears on which a termination notice is based or twice the Customer's average monthly usage, whichever is greater, plus any charges billed after issuance of the termination notice which are in arrears when the agreement is made. In the event of a field visit to physically terminate service the downpayment amount may be increased to the greater of 50 percent of the arrears or four times the average monthly usage, plus the charges in arrears as previously defined. The agreement may also require the payment of late payment charges as well as the balance due in monthly installments of no higher than the cost of the Customer's average monthly usage or one-sixth of the balance, whichever is greater. Deferred payment agreements shall also be offered to non-residential Customers when a backbill 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. These agreements 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.

(General Information - Continued on Leaf No. 59-A)

**Date of Issue: January 29, 1999**

**Date Effective: April 1, 1999**

Issued by Joan S. Freilich, Executive Vice President and  
Chief Financial Officer  
4 Irving Place, New York, N.Y. 10003

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied,  
Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**11. Metering and Billing - Continued**

**(U) Minimum Monthly Charge for Demand-billed Customers**

- (1) A Minimum Monthly Charge is applicable to all customers billed for demand under Service Classification Nos. 4, 5, 8, 9, 12, and 13, including Customers billed under the rates of one of these Service Classifications but served under Service Classification No. 14-RA of the Retail Access Rate Schedule; provided, however, a Minimum Monthly Charge is not applicable (i) as specified in General Rule III-11(W), (ii) to Customers served under Rider R or Rider Y, and (iii) to certain temporary service customers as provided below.

High-tension Customers served by temporary service pursuant to General Rule III-1(F) are exempt from the Minimum Monthly Charge if they are billed for service under Rate II or Rate III of Service Classification Nos. 4, 8, 9, or 12, Rate II of Service Classification No. 5, or Service Classification No. 13, and electricity is used exclusively during off-peak hours (*i.e.*, the entire 48 hours of Saturday and Sunday, and 10PM through 8AM, Monday through Friday). If such a Customer uses service during on-peak hours in any month, the account will become ineligible for the Minimum Monthly Charge exemption for that month and the successive 17 months.

- (2) The Minimum Monthly Charge is equal to the product of the Customer's Contract Demand and 40 percent of the Demand Delivery Charges per kW applicable to such Customer under the Customer's applicable rate.
- (3) Each month, the Company will determine for each Customer: (a) the monthly Pure Base Revenue, (b) the monthly Pure Base Revenue plus the Monthly Adjustment Clause ("MAC") exclusive of the Adjustment Factor – MAC, and (c) the Minimum Monthly Charge.
- (4) For any month in which the Minimum Monthly Charge exceeds the monthly Pure Base Revenue and the monthly Pure Base Revenue plus the MAC, the Customer will pay the Minimum Monthly Charge in place of the following: (a) the MAC, (b) Demand Delivery Charges, and (c) Energy Delivery Charges. Such Customer will continue to be subject to the Billing and Payment Processing Charge as specified in General Information Section VIII(B), Charges for Metering Services unless those services are taken competitively, the Adjustment Factor – MAC, the System Benefits Charge and Renewable Portfolio Standard Charge, Supply Charges if the Customer is a Full-service Customer, and all other applicable rates and charges.
- (5) Contract Demand is described in the "Minimum Monthly Charge" provision of the applicable Service Classification. Any Customer may request a revision of the Contract Demand, and the Contract Demand will be adjusted to a lower level if the Customer demonstrates to the Company, in advance, permanent changes to the electrical load in its premises through changes in equipment or changes in the kind of business or activity conducted that will make it highly improbable that the Customer's current Contract Demand will be experienced in the future. No such adjustment may be based on expectations of changes in weather. For a Customer whose Contract Demand has been reduced in the current month, subsequent Contract Demands will be determined in the same manner as for all other Customers, except that the demand history prior to the reduction will not be considered in determining the Customer's Contract Demand for subsequent months.

(General Information - Continued on Leaf No. 59-B)

**Date of Issue: March 31, 2008**

**Date Effective: April 1, 2008**

Issued under authority of PSC order in Case 07-E-0523 made March 25, 2008.

**GENERAL INFORMATION – Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied,  
Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**11. Metering and Billing - Continued**

**[RESERVED FOR FUTURE USE]**

**(General Information - Continued on Leaf No. 59-C)**

**Date of Issue: March 31, 2008**

**Date Effective: April 1, 2008**

Issued under authority of PSC order in Case 07-E-0523 made March 25, 2008.

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied,  
Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**11. Metering and Billing - Continued**

[RESERVED FOR FUTURE USE]

(General Information - Continued on Leaf No. 60)

**Date of Issue: September 23, 2003**

**Date Effective: December 22, 2003**

**Issued by Joan S. Freilich, Executive Vice President and  
Chief Financial Officer  
4 Irving Place, New York, N.Y. 10003**

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied,  
Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**11. Metering and Billing - Continued**

**(V) [Reserved for Future Use]**

**(General Information - Continued on Leaf No. 60)**

**Date of Issue: March 31, 2008**

**Date Effective: April 1, 2008**

Issued under authority of PSC order in Case 07-E-0523 made March 25, 2008.

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied,  
Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**11. Metering and Billing - Continued**

**(W) Billing Applicable to Service Under Certain Economic Development Programs**

(1) Definitions and Abbreviations of the Applicable Economic Development Programs:

“CW” refers to service under Service Classification No. 15-RA of the Company’s Retail Access Rate Schedule.

“ED” refers to service under Rate I or Rate II of the Company’s EDDS Rate Schedule.

“PFJ” refers to service under Rider Q of this Rate Schedule.

“WTC” refers to service under Special Provision No. 16 of the PASNY Rate Schedule.

(2) If an allocation of power and energy is made under CW, ED, PFJ, and/or WTC, the following rules will apply:

(a) Prioritization of Power and Energy Served under each Economic Development Program: If service is taken under one or more of the above programs, power and energy to be served under each program will be determined in the following priority order, with the highest priority listed first and lowest priority listed last:

ED  
CW  
PFJ  
WTC

(b) Allocating Demand to the Various Programs:

The demand served under ED, as applicable, will be the lower of (i) the demand allocation under that program or (ii) the registered monthly maximum demand.

The demand served under CW, as applicable, will be the lower of (i) the demand allocation under that program or (ii) the registered monthly maximum demand less any demand served under ED.

The demand served under PFJ, as applicable, will be the lower of (i) the demand allocation under that program or (ii) the registered monthly maximum demand less any demand served under ED and CW.

The demand served under WTC, as applicable, will be the lower of (i) the demand allocation under that program or (ii) the registered monthly maximum demand less any demand served under ED, CW and PFJ.

(General Information - Continued on Leaf No. 59-F)

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**11. Metering and Billing - Continued**

**(W) Billing Applicable to Service Under Certain Economic Development Programs – Continued**

(2) - Continued

(b) Allocating Demand to the Various Programs - Continued

“Registered” monthly maximum demand, as indicated in this subparagraph and elsewhere in this General Rule, means “billable” demand for a Customer served under Special Provision D of Service Classification No. 9 of this Rate Schedule or the corresponding Service Classification in the Retail Access Rate Schedule.

(c) Allocation Ratio

The “Allocation Ratio” under each program equals the demand served under that program, as determined in subparagraph (b) above, divided by the registered monthly maximum demand.

(d) Allocating Energy to the Various Programs

Energy served under each program will be equal to the total kilowatthour usage for the month multiplied by the Allocation Ratio.

(e) Service for Any Remaining Requirements

Any difference between the total demand and energy served under the programs and the registered monthly maximum demand and kilowatthour usage for the month will be supplied and billed to the responsible party under this Rate Schedule; provided, however, that, if a Customer takes service under the Retail Access Rate Schedule, the demand and energy in excess of that served under the programs will be supplied by the Customer’s “ESCO” or the Direct Customer’s “Supplier” (as those terms are defined in the Retail Access Rate Schedule), and the energy delivery service for power and energy supplied by the ESCO or Supplier will be billed to the responsible party under the Retail Access Rate Schedule. Service will be provided under this Rate Schedule or the Retail Access Rate Schedule at the rate that would have otherwise been applicable if allocation(s) had not been made under the program(s).

(General Information - Continued on Leaf No. 59-G)

Date of Issue: October 26, 2004

Date Effective : January 24, 2005

Issued by Joan S. Freilich, Executive Vice President and  
Chief Financial Officer  
4 Irving Place, New York, N.Y. 10003

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**11. Metering and Billing - Continued**

**(W) Billing Applicable to Service Under Certain Economic Development Programs – Continued**

(2) Continued

(f) If a Customer is billed for both high tension and low tension service under a single agreement: (i) the high-tension demand served under each program will be equal to the demand served under the program, as specified in subparagraph (b), multiplied by the ratio of the high tension registered monthly maximum demand to the total registered monthly maximum demand; and (ii) the high tension energy served under each program will be equal to the high tension kilowatthour usage for the month multiplied by the ratio of the high-tension demand served under the program to the total high-tension registered monthly maximum demand. The low tension demand served under each program will be equal to the total demand served under the program less the high tension demand served under the program. The low tension energy to be served under the program will be equal to the total energy served under the program, as specified in subparagraph (c), less the high tension energy served under the program. Any remaining high-tension and low-tension demand and energy will be served pursuant to subparagraph (e).

(g) Where service is provided under Time-of-Day rates, the demand to be billed in the delivery service time periods under each program will be equal to the total demand in each of the respective time periods multiplied by the Allocation Ratio; the energy to be billed in the on-peak and off-peak billing periods under each program will be equal to the total kilowatthour usage for the month in each time period multiplied by the Allocation Ratio.

(h) Service under Riders P, U, or V

For a Customer served under Rider U, the Rider U payment amount, when based on the adjusted real-time, zonal Locational Based Marginal Price, will be calculated separately for each applicable Economic Development Program. The load reduction under each program will be equal to the total reduction multiplied by the Allocation Ratio.

When payment is made under Riders P, U, or V, the payment amount to be made by bill credit will be equal to the total payment amount multiplied by the ratio of (i) the demand served under subparagraph (e) above plus any demand served under Rider Q to (ii) the registered monthly maximum demand. Any remaining balance will be paid by check.

(i) Minimum Monthly Charge (“MMC”)

The MMC is not applicable if all or part of the Customer’s requirements are served under one of the economic development rate programs described in paragraph (1) of this General Rule.

(General Information - Continued on Leaf No. 60)

Date of Issue: March 31, 2005

Effective April 1, 2005

Effective under authority of PSC Order in Case 04-E-0572 made March 24, 2005

Issued by Joan S. Freilich, Executive Vice President and  
Chief Financial Officer  
4 Irving Place, New York, N.Y. 10003

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied,  
Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**11. Metering and Billing - Continued**

**(W) Billing Applicable to Service Under Certain Economic Development Programs – Continued**

(2) Continued

(j) Competitive Services

Customers who are served under one or more of the economic development programs specified in this General Rule will be charged the Billing and Payment Processing Charge for bills issued under this Rate Schedule or the Retail Access Rate Schedule at the rate specified in General Information Section VIII(B) of this Rate Schedule.

Customers who are served under one or more of the economic development programs specified in this General Rule will be billed for metering services under the otherwise applicable Service Classification of this Rate Schedule unless they own the meter(s), take metering services competitively, or receive service under Special Provision No. 16 of the PASNY Rate Schedule. Charges for the monthly metering charges may be assessed, at the Company's discretion, on an annual or more frequent basis. PASNY will receive metering credits, as specified under the PASNY Rate Schedule, for PASNY Customers served under Special Provision No. 16 of that Rate Schedule who own the meter(s) or take metering services competitively.

Customers may take retail access service for their requirements in excess of that served under this Rider.

(k) Service Under Rider M

Rider M is not available to a Customer who is served under one or more of the programs specified in this General Rule, unless all of the following conditions exist: (a) the Customer has remaining requirements as specified in paragraph (2)(e) above; (b) the Customer would otherwise be eligible for mandatory service under Rider M; and (c) the Customer has requested in writing to be served under Rider M.

The energy served under Rider M for each hour of the month will be equal to the total kilowatt-hour usage for each hour of the month multiplied by 1 minus the Allocation Ratio for all programs served under this General Rule.

(k) Service Under Rider R

Customers may not take service under Rider R in conjunction with any of the economic development programs specified in this General Rule except for Rider Q.

(General Information - Continued on Leaf No. 60)

**Date of Issue: February 20, 2009**

**Date Effective: February 27, 2009**

Issued in compliance with PSC order in Case 08-E-1306 made February 13, 2009.

Issued by Robert N. Høglund, Senior Vice President and  
Chief Financial Officer  
4 Irving Place, New York, N.Y. 10003

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**12. Notices**

- (A) **Notices to and from the Company:** Any notice to the Company under any agreement, other than an oral agreement under Service Classification No. 1, shall be delivered to it in writing and not otherwise. Bills shall be deemed presented and other notices duly given (except a notice of discontinuance of service for non-payment of bills) if delivered to the Customer personally or if mailed to the Customer at the premises supplied, or at the last known address of the Customer, or if left at either of such places, or if delivered or mailed to the agent or representative of the Customer, or if left at the last known address of such agent or representative. A notice of discontinuance of service for non-payment of bills shall be given as required by law.
- (B) **Notice of Change in Ownership or Occupancy of Premises:** Immediately upon the sale, lease or any other change in occupancy of the premises or any portion thereof supplied under an agreement for service, the Customer shall give written notice to the Company of such change together with the name and address, if known, of the successor in occupancy of such premises or portion thereof; provided, however, that such notice may be given orally by a Customer for residential service under Service Classification No. 1, unless such Customer is a party to a service classification rider agreement, or an agreement for extension of overhead electric lines or connection thereto.

**13. Limitations as to Availability of Service Classifications**

- (A) **Customer's Eligibility for Service:** Upon request by the Company, the Customer shall furnish satisfactory proof that the Customer is eligible to be supplied under the Service Classification and Rider, if any, for which application is made or under which service is supplied, and that all the electric energy supplied to the Customer will be or is being used by the Customer according to the conditions of the application or agreement for service. Upon any change in such use contrary to such conditions the Customer shall forthwith notify the Company thereof in writing. In the event that the Customer's use of service is contrary to the provisions of the Service Classification or Rider, or both under which the Customer is being served, the Customer's agreement shall be deemed to be terminated or to be modified as may be required to conform to the appropriate provisions of the Rate Schedule and the Customer will be billed accordingly, and, upon request by the Company, the Customer shall make a new application for service in accordance with General Rule III-1 (A) "Applications", appropriate to the service for which the Customer is eligible under the provisions of this Rate Schedule.

(General Information - Continued on Leaf No. 61)

**Date of Issue: October 7, 1993**

**Date Effective: January 1, 1994**

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**13. Limitations as to Availability of Service Classifications - Continued**

- (B) **Redistribution of Electric Service:** Electric service will not be supplied to any Customer except for the Customer's own use or for the use of the Customer's tenants in the building or premises supplied with such service under the service agreement between the Company and the Customer.

The Company will not furnish electric energy to any Customer, for the purpose of redistributing such electric energy in residential buildings in which the internal wiring has not been installed prior to January 1, 1977, except upon a waiver of this provision by the Public Service Commission.

Electric service will not be supplied under any Service Classification for resale, remetering (or submetering), or other disposition to residential tenants or residential occupants, except that a Customer may furnish electric energy for the use of the residential tenants or residential occupants, in the premises supplied by the Company, to the extent that service may be available for such purpose under the provisions of the Service Classification under which such electric service is supplied, provided that the Customer shall not resell, make a specific charge for, or remeter (or submeter) or measure any of the electric energy so redistributed or furnished except as provided for in Rider G.

A Customer may resell, remeter (or submeter), or redistribute electric service to the non-residential tenants or non-residential occupants, in the premises supplied by the Company, only if and to the extent that such use of service is not prohibited under the provisions of the Service Classification under which such electric service is supplied and Rider G. All references to provisions of Service Classifications and Rider G include and are intended to apply to any amendments of or changes in any such provisions during such time as the same may be in effect.

- (C) **Riders:** The inclusion of any Rider as a part of any application or agreement for service under any Service Classification shall not prejudice or affect the Company's right to refuse to supply energy thereunder for submetering, resale, or other disposition contrary to any provision thereof, and shall not require the Company to supply service for a purpose of use to which such Service Classification is not applicable.

(General Information - Continued on Leaf No. 62)

Date of Issue: October 7, 1993

Date Effective: January 1, 1994

GENERAL INFORMATION – Continued

III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service – Continued

13. Limitations as to Availability of Service Classifications – Continued

(D) **Segregated Service:** No other source of electric energy shall be introduced or permitted, directly or indirectly, in connection with the Customer's equipment to which electric energy is supplied by the Company, except as follows: (1) as provided in (a) Service Classification No. 14-RA of the Retail Access Rate Schedule, (b) Rider R, (c) General Rule III - 13(E), or (d) General Rule III-13(F). Where any other such source of electric energy is introduced in connection with or auxiliary to the Customer's equipment to which electric energy is supplied by the Company, or for which a supply of electric energy is requested from the Company, except as otherwise provided herein, such supply shall be classified as service for standby service purposes and shall be available only upon compliance with and subject to the terms and conditions of Service Classification No. 14-RA of the Retail Access Rate Schedule. All interconnections of generating equipment must be in compliance with the interconnection requirements specified in Service Classification No. 14-RA of the Retail Access Rate Schedule or Rider R, as applicable, or by the NYISO as may be required. A Customer who would be served under standby service, but fails to connect its equipment to the Company's electric system or operate its equipment in accordance with this General Rule or the Company's specifications, will be required to pay a Contract Demand surcharge each month, beginning the later of April 1, 2005 or the month in which the condition is detected, until the Customer complies with this General Rule and the Company's specifications for standby service. The surcharge will equal twice the amount of the charge for Contract Demand that would otherwise be applicable under standby service rates.

(E) **Emergency Generating Facilities Used for Self-Supply:** The use of emergency generating equipment at the premises for self-supply will be permitted as follows: (1) by affected Customers for the duration of an interruption of the Company's service, or a Company announced voltage reduction; or (2) when generating equipment is operated at the direction of the New York Independent System Operator ("NYISO") under NYISO Installed Capacity procedures for Special Case Resources ("SCR procedures") or NYISO procedures for the Emergency Demand Response Program ("EDRP procedures"); or (3) at the direction of the Company under Rider O or U. Unless the Customer is also authorized to export pursuant to General Rule III-13(F), the Customer's wiring and switching equipment shall be so arranged as to prevent parallel operation of the emergency generator with the Company's electrical system or feedback into the Company's lines. Before such emergency equipment is installed, the Customer shall submit to the Company for its approval:

- (1) a wiring diagram showing how the emergency generator would be connected to the building wiring, including the switching arrangements to prevent parallel operation; and
- (2) a statement in writing signed by the Customer to the effect that the emergency facilities will be used only during an interruption of the Company's electricity service or a Company announced voltage reduction and for necessary testing purposes or when generating equipment is operated at the direction of the NYISO under NYISO SCR procedures or EDRP procedures or at the direction of the Company under Rider O or U.

Customers using emergency generating equipment under other than the above-specified circumstances will be required to take service under Service Classification No. 14-RA of the Retail Access Rate Schedule.

(General Information - Continued on Leaf No. 63)

Date of Issue: March 31, 2005

Effective April 1, 2005

Effective under authority of PSC Order in Case 04-E-0572 made March 24, 2005

Issued by Joan S. Freilich, Executive Vice President and  
Chief Financial Officer  
4 Irving Place, New York, N.Y. 10003

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**13. Limitations as to Availability of Service Classifications – Continued**

**(F) Generating Facilities Used on an Emergency Basis for Export:** The use of generating facilities at the premises for delivery to the Company's primary distribution feeders will be permitted on an emergency basis as follows: (1) when the generating equipment is operated at the direction of the NYISO under NYISO SCR procedures or EDRP procedures, or (2) at the direction of the Company under Rider O or U. Delivery to the Company's secondary networks is prohibited. A Customer may not deliver to the Company's primary distribution feeders while it is receiving electric energy delivered by the Company.

A Customer operating its generating equipment on an emergency basis pursuant to this General Rule must comply with the following provisions of Service Classification No. 11 of this Rate Schedule: (1) all Common Provisions, including the Interconnection Charge and Determination of Demand, including establishment of a contract demand and installation of appropriate metering to measure the energy delivered to the Company's system, and (2) Special Provision C or D, as applicable. Further, such Customer is required to pay charges as would be required of Customers taking service under Service Classification No. 11. The Customer will pay any costs associated with reinforcing the distribution system and/or adding facilities as may be required for load delivery.

The Company reserves the right to exclude a generator from connecting to the Company's primary distribution feeders when the Company deems it necessary to protect its system, facilities, or other Customers. In addition, the Company may prohibit a Customer from delivering power and energy to the Company's primary distribution feeders, or limit the amount of power and energy delivered, for operational reasons.

**14. Liability**

**(A) Continuity of Supply:** 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 therefor.

The Company may, without liability therefor, interrupt service to any Customer or Customers in the event of emergency threatening the integrity of its system, if, in its sole judgment, such action will prevent or alleviate the emergency condition.

(General Information - Continued on Leaf No. 63)

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**14. Liability - Continued**

**(A) Continuity of Supply - Continued**

Notwithstanding other limitations of liability contained in this tariff, the Company will compensate Customers for losses, of the type and to the extent set forth below, which result from power failures attributable to malfunctions in the Company's local distribution system as set forth below.

The Company will reimburse residential Customers served directly under Service Classification Nos. 1 and 7, and those served indirectly under Service Classification Nos. 8, 12, and 13, as follows: (1) for actual losses of food spoiled due to lack of refrigeration, up to \$200 upon submission of an itemized list and over \$200 upon submission of an itemized list and proof of loss, up to a maximum of \$450 for any one Customer for any one incident; and (2) for actual losses of perishable prescription medicine, spoiled due to lack of refrigeration, upon submission of an itemized list and proof of loss and, if requested by the Company, submission of authorization to enable the Company to verify the claimed loss.

The Company will reimburse Customers under other Service Classifications for actual losses of perishable merchandise spoiled due to lack of refrigeration, upon submission of an itemized list and proof of loss, up to a maximum of \$9,000 for any one Customer for any one incident.

The Company's total liability under this section is limited to \$15,000,000 per incident. In the event the total aggregate amount claimed under this provision exceeds \$15,000,000, the approved amounts of individual claims will be adjusted downward on a pro rata basis to the extent required to hold payments to a total of \$15,000,000. All claims under this section must be filed with the Company within 30 days from the date of occurrence.

(General Information - Continued on Leaf No. 63-A)

**Date of Issue: November 30, 2007**

**Date Effective: December 1, 2007**

Issued in compliance with order in Cases 06-E-0894 and 06-E-1158 dated 11/23/2007

Issued by Robert N. Høglund, Senior Vice President and  
Chief Financial Officer  
4 Irving Place, New York, N.Y. 10003

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**14. Liability - Continued**

**(A) Continuity of Supply - Continued**

The Company's local distribution system shall include lines and cable of 33 KV or less and associated equipment, but shall exclude equipment associated primarily with lines of higher voltage or with the generation of electricity and shall also exclude meters furnished by a Meter Service Provider or owned by the Customer. The Company shall be held responsible for losses of power attributable to malfunctions in the local distribution system, when the condition persists for a period in excess of 12 hours or when the same Customer is subjected to two or more such conditions aggregating 12 hours or more within a 24-hour period. The Company shall not be responsible under the terms of this provision for losses of power attributable to deficiencies in generation or transmission facilities, nor for losses of power arising from malfunctions in the local distribution system attributable to directives from the New York Independent System Operator or to conditions beyond the Company's control, such as storms, floods, vandalism, strikes, or fires or accidents external to the Company's operations, as long as reasonable efforts are made to restore service as soon as practicable. Conditions of high or low temperature or humidity contributing to a malfunction of the Company's distribution system shall not be considered a condition beyond the control of the Company.

This provision shall not affect the Company's liability for damages resulting from its gross negligence or willful misconduct.

**(B) Intentional Disconnection of Service of an Individual Customer Made in Error:** The Company will reimburse residential Customers served directly under Service Classification Nos. 1 and 7, those served indirectly under Service Classification Nos. 8, 12, and 13, and any other residential Customers, whether directly or indirectly served, for losses actually sustained, not to exceed \$100 for any one Customer for any one incident, as the result of an intentional disconnection of service of an individual Customer made in error lasting more than 12 hours, when such losses consist of the spoilage of food or medicine for lack of refrigeration.

The Company will reimburse Customers served under other Service Classifications for losses actually sustained, not to exceed \$2,000 for any one Customer for any one incident, as the result of an intentional disconnection of service of an individual Customer made in error lasting more than 12 hours, when such losses consist of the spoilage of perishable merchandise for lack of refrigeration.

All claims under this section must be filed within 90 days of the date of the erroneous intentional disconnection of service.

(General Information - Continued on Leaf No. 64)

**Date of Issue: March 20, 2001**

**Date Effective: March 21, 2001**

Issued by Joan S. Freilich, Executive Vice President and  
Chief Financial Officer  
4 Irving Place, New York, N.Y. 10003

Issued in compliance with orders  
of the Public Service Commission dated 1/31/01  
and 2/26/01 in Cases 00-E-0165 and 94-E-0952

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**14. Liability - Continued**

- (C) **Customer's Equipment:** Neither by inspection or non-rejection, nor in any other way, does the Company give any warranty, expressed or implied, as to the adequacy, safety or other characteristics of any structures, equipment, wires, pipes, appliances or devices owned, installed or maintained by the Customer, leased by the Customer from third parties, or furnished by a Meter Service Provider or a Meter Data Service Provider.
- (D) **Company Equipment and Use of Service:** The Company will not be liable for any injury, casualty or damage resulting in any way from the supply or use of electricity or from the presence or operation of the Company's structures, equipment, wires, pipes, appliances or devices on the Customer's premises, except injuries or damages resulting from the negligence of the Company.
- (E) **Selection of Service Classification:** The Company will endeavor to assist a Customer in the selection of the Service Classification which may be most favorable to the Customer's requirements, but in no way can the Company make any warranty, expressed or implied, as to the rates, classifications or provisions favorable to the future service requirements of the Customer.
- (F) **Competitive Metering Services:** For the purposes of this provision, "damages" shall mean and include all losses (including, but not limited to, economic loss), damages (including, but not limited to, direct, indirect, incidental, punitive, special and consequential damages), costs, expenses, judgments, claims, and attorneys' fees.
- (1) The Company shall not be liable to a Customer taking Competitive Metering Services from an MSP or MDSP, or purchasing or owning the meter(s) used to measure the Company's service, for any damages caused by the Company's conduct in compliance with, or as permitted by, the Company's rate schedules, the Operating Agreement between the Company and the MSP or MDSP or any legal or regulatory requirements related to Competitive Metering Services or customer ownership of meters.
  - (2) The Company shall not be liable to a Customer taking Competitive Metering Services from an MSP or MDSP for any damages caused to the Customer by any failure of the MSP or MDSP to comply with the Company's rate schedules, the Operating Agreement between the Company and the MSP or MDSP or for any damages caused by equipment installed or actions taken by the MSP or MDSP.
  - (3) The Company shall not be liable to a Customer for any damages caused by an MSP's or MDSP's failure to perform any commitment to the Customer, including, but not limited to the MSP's or MDSP's obligation to provide metering services or meter data services to the Customer.
  - (4) The Company shall not be liable to any Customer for any damages resulting from any acts, omissions, or representations made by an MSP or MDSP in connection with soliciting customers for Competitive Metering Services or performing any of its functions in rendering Competitive Metering Services.

(General Information - Continued on Leaf No. 65)

Date of Issue: March 20, 2001

Date Effective: March 21, 2001

Issued by Joan S. Freilich, Executive Vice President and  
Chief Financial Officer  
4 Irving Place, New York, N.Y. 10003

Issued in compliance with orders  
of the Public Service Commission dated 1/31/01  
and 2/26/01 in Cases 00-E-0165 and 94-E-0952

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied,  
Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**15. Termination of Service**

**(A) Grounds for Termination, Withholding or Suspension of Service:** The Company may terminate service to a Customer after sending a final notice of termination and fulfilling all other requirements of the applicable rules of the Public Service Commission:

- (1) if the Customer fails to pay amounts due under a deferred payment agreement;
- (2) if the Customer fails to pay a lawfully required security deposit;
- (3) in the case of a non-residential Customer, if the Customer fails to provide reasonable access to the premises for necessary or proper purposes in connection with rendering service or removal or securing of the Company's property; provided that the Company has met applicable requirements of the Public Service Commission's rules for obtaining access to the premises or property, the Customer has not advised the Company that the Customer does not control access, and the Customer has advised the Company of who does control access;
- (4) if the Customer fails to pay lawfully billed tariff charges, provided that unless otherwise permitted under the Public Service Commission's regulations, bills to non-residential Customers shall be restricted to service used within 6 years of the date of the bill first containing these charges, and bills to residential Customers shall be restricted to service rendered within the preceding 12 months; or
- (5) the applicant's or Customer's installation, or part thereof, is deemed to be unsafe, inadequate or unsuitable for receiving the Company's service; or if the applicant or Customer fails to comply substantially with any applicable provision of this Rate Schedule, or with any lawful and applicable rule, regulation, order or directive of the Public Service Commission or other authorities, having jurisdiction.

Upon termination of service by the Company for any of the above reasons, or upon discontinuance of service by the Customer prior to the end of the term of an agreement for service, there shall become forthwith due and payable to the Company, as stipulated damages and not as a penalty, a sum equal to the minimum charge guaranteed under such agreement for the remainder of the term thereof.

(General Information - Continued on Leaf No. 66)

**Date of Issue: October 7, 1993**

**Date Effective: January 1, 1994**

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**15. Termination of Service - Continued**

**(A) Grounds for Termination, Withholding or Suspension of Service - Continued**

In the event that service to a particular premises is terminated by the Company or by the Customer prior to the expiration of the annual term of an agreement for service, and service is supplied to another Customer at the same premises during all or part of the remainder of such term, the Company will offset against the minimum charge or charges payable by the former Customer for the remainder of such term:

- (1) under a monthly minimum agreement, the amount billed by the Company to, and paid by, the latter Customer for service supplied during each corresponding monthly billing period; and
- (2) under an annual minimum agreement, the amounts billed by the Company to, and paid by, the latter Customer for service supplied during the remainder of such term.

**(B) Notice, Days and Hours:** A final notice of termination of service shall be sent to:

- (1) Residential Customers in accordance with applicable Public Service Commission rules.
- (2) Non-residential Customers no less than 20 days after the date payment was due, or the date given in a written notice to cure a tariff violation, as provided in the applicable Public Service Commission rules, or where the reason for the notice is failure to provide access except that a final notice of termination for non-payment may be sent on or after the date payment was due in cases involving failure to pay for unmetered service supplied through tampered equipment, failure to pay an installment amount due under a deferred payment agreement, or if the Company has accepted a written waiver of the Customer's right to a 20 day notice, in lieu of a deposit, all as more fully described in, and in accordance with, the Public Service Commission's rules. Service may not be terminated until at least 5 days after personal service or 8 days after the mailing of a final notice of termination of service.

(General Information - Continued on Leaf No. 67)

**Date of Issue: October 7, 1993**

**Date Effective: January 1, 1994**

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**15. Termination of Service - Continued**

**(B) Notice, Days and Hours - Continued**

(2) Non - residential Customers - Continued

Service may be terminated between 8 A.M. and 6 P.M. Monday through Friday, except on public holidays as defined in the General Construction Law, days on which the Business Offices of the Company are closed for business, and days on which the Public Service Commission is closed. However, on days preceding days on which service may not be terminated, termination may only occur after 3 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.

**(C) Termination Without Normal Notice:** The Company shall, to the extent reasonably feasible under the circumstances, provide advance notice to non-residential Customers whose service will be interrupted for any of the reasons shown below. Notwithstanding any other provision of this tariff, the Company may withhold, suspend, curtail or disconnect service to a building, unit or piece of equipment, at any time, only when:

- (1) an emergency may threaten the health or safety of a person, the surrounding area, or the Company's generation, transmission or distribution systems;
- (2) there is a need to make permanent or temporary repairs, changes or improvements in any part of the system, including equipment or facilities provided by a Meter Service Provider or Meter Data Service Provider;
- (3) there is a governmental order or directive requiring the Company to do so; or
- (4) it or a Meter Service Provider or Meter Data Service Provider finds service being supplied through tampered equipment, provided that the Company has complied with the Public Service Commission's rules for the termination of service under these circumstances.

**(D) Further Information Relating to Termination of Service:** The Company's procedures for termination of service are subject to the rules of the Public Service Commission for termination of service in Title 16 of the Code of Rules and Regulations of the State of New York (NYCRR). Among other matters these rules deal with the time and form of notice, physical termination of service, multiple and two-family dwelling, persons receiving welfare assistance and special procedures for medical emergencies, the elderly, blind or disabled and during cold weather.

(General Information - Continued on Leaf No. 68)

Date of Issue: March 20, 2001

Date Effective: March 21, 2001

Issued by Joan S. Freilich, Executive Vice President and  
Chief Financial Officer  
4 Irving Place, New York, N.Y. 10003

Issued in compliance with orders  
of the Public Service Commission dated 1/31/01  
and 2/26/01 in Cases 00-E-0165 and 94-E-0952

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**16. Termination of Service to Outdoor Signs at the Request of Department of Transportation**

Upon written notice from the New York State Department of Transportation (DOT) the Company within 15 days of receipt of the notice, will discontinue service to any outdoor advertisement sign, display or device deemed to be a public nuisance in accordance with Section 88 of the State Highway Law, provided that:

- (a) There will be no adverse effect on electric service supplied for any other purpose;
- (b) The DOT notice states that, the outdoor advertisement sign, display or device has been found to be a public nuisance, pursuant to Section 88 of the State Highway Law; that the required 30 day notice provided for in said Law has been given; and that the finding of public nuisance and the notice provided for in said Law have not been stayed, modified or revoked;
- (c) The DOT notice shows the anticipated removal date of the sign, display or device; and
- (d) The DOT notice states that DOT will reimburse the Company for the cost of discontinuing service. The cost of such service discontinuance shall be charged in accordance with the provisions of General Rule IV - 3 herein.

**17. Load Adjustment by the Transmission Owners of the New York Independent System Operator at Times of Major Emergency:**

**(A) Definitions below apply to this section only:**

- (1) The term "NY ISO" shall mean the New York Independent System Operator, established by the New York Independent System Operator Agreement dated December 1, 1999 and the ISO/Transmission Owners Agreement dated December 1, 1999, as thereafter amended or superseded.
- (2) The term "Transmission Owners " shall mean Central Hudson Gas & Electric Corporation, Consolidated Edison Company of New York, Inc., Long Island Power Authority, New York Power Authority, New York State Electric & Gas Corporation, Niagara Mohawk Power Corporation, Orange and Rockland Utilities, Inc., and Rochester Gas and Electric Corporation.

(General Information - Continued on Leaf No. 69)

Date of Issue: February 8, 2000

Date Effective: April 1, 2000

Issued by Joan S. Freilich, Executive Vice President and  
Chief Financial Officer  
4 Irving Place, New York, N.Y. 10003

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**17. Load Adjustment by the Transmission Owners of the New York Independent System Operator at Times of Major Emergency - Continued**

**(A) Definitions below apply to this section only - Continued**

- (3) The term "Investor-Owned Transmission Owner" shall mean Central Hudson Gas & Electric Corporation, Consolidated Edison Company of New York, Inc., New York State Electric & Gas Corporation, Niagara Mohawk Power Corporation, Orange and Rockland Utilities, Inc., and Rochester Gas and Electric Corporation.
- (4) The term "Major Emergency" shall mean the occurrence or imminent occurrence in any part of the interconnected systems of Transmission Owners of abnormally low voltage, abnormally high or low frequency, or overload of the tie lines or generating equipment:
  - (a) of such magnitude as seriously to threaten the continuity of operations or the safety of equipment of electric utility systems or their customers; and
  - (b) which requires the taking of remedial measures within a time so short as reasonably to preclude effective consultation as to such measures among operators of the affected systems.
- (5) The term "Senior NY ISO Dispatcher" shall mean the employee of the NY ISO on duty at any given time at the Power Control Center of the NY ISO, then having immediate operating responsibility for the analysis of operations and the security of the integrated power systems of the Transmission Owners.

**(B) Remedial Measures to be taken at Times of Major Emergency:** Each Investor-Owned Transmission Owner has been directed by the New York Public Service Commission, upon being advised by the Senior NY ISO Dispatcher that a Major Emergency exists, to put into effect, with no more delay than necessary to prevent serious damage to its own equipment or within such longer time as the Senior NY ISO Dispatcher may prescribe, any remedial measure which the Senior NY ISO Dispatcher directs it to take and to maintain such measure in effect for such times as the Senior NY ISO Dispatcher directs or indefinitely until the Senior NYISO Dispatcher advises the Investor-Owned Transmission Owner that the Major Emergency has terminated. The Company will take the actions which each Investor-Owned Transmission Owner has been directed to take by the New York Public Service Commission as aforesaid. Compliance by the Company with the foregoing provisions of this paragraph (B) shall, without limitation by reason of specification, constitute a circumstance beyond the control of the Company for which the Company shall not be liable; provided, however, that the Company shall not be absolved from any liability to which it may otherwise be subject for negligence in the manner in which it carries out the Senior NY ISO Dispatcher's instructions.

(General Information - Continued on Leaf No. 70)

Date of Issue: May 16, 2000

Date Effective: June 1, 2000

Issued by Joan S. Freilich, Executive Vice President and  
Chief Financial Officer  
4 Irving Place, New York, N.Y. 10003

Issued under authority of order  
of the Public Service Commission dated  
2/28/00 and 4/24/00 in Case 96-E-0897

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied,  
Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**18. Minimum Insulation Standards**

**(A) Definitions applicable to New Dwellings and to Existing Dwellings converting to Electric Space Heating**

- (1) The term "Dwelling" shall mean a building designed or used as the living unit for one or more families. For the purposes of this standard, mobile homes shall not be considered dwellings.
- (2) The term "Historical Building" shall mean any building or structure designated historically significant by the State or local governing body, or listed (or determined by the Secretary of the Interior to be eligible to be listed) in "The National Register of Historic Places."

**(B) For New Dwellings**

(1) Applicability and Compliance:

- (a) All new dwellings in the State of New York for which an application for a building permit was made and plans were filed on or after January 1, 1979, and all new dwellings within the State for which construction was begun on or after January 1, 1979, will not be eligible for electric service unless these dwellings comply with the New York State Energy Conservation Construction Code. Compliance with this Code will be satisfied under any of the following circumstances:
  - (i) A building permit is obtained for the dwelling from a building code authority or similar authority empowered by local law to issue building permits; or
  - (ii) An affirmation is given by the contractor or builder on a certificate of compliance that the construction of the dwelling will comply with the Energy Conservation Construction Code within 30 days after occupancy; or
  - (iii) A modification or variance from the requirements of the Energy Conservation Construction Code is issued by the State Board of Review as constituted pursuant to the Executive Law.

(General Information - Continued on Leaf No. 71)

**Date of Issue: October 7, 1993**

**Date Effective: January 1, 1994**

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied,  
Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**18. Minimum Insulation Standards - Continued**

**(B) For New Dwellings - Continued**

(1) Applicability and Compliance - Continued

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

(2) Waivers:

For any dwelling subject to the requirements of paragraph (b) of subdivision (B) (1) a waiver from these requirements may be granted by:

- (a) The Company when the overall heat loss for the building envelope does not exceed the total heat loss which would result from conformance to the individual requirements. The heat loss calculations shall be certified by a licensed engineer or architect.
- (b) The Company, if the applicant for service can establish through two estimates, one of which may be a Company audit, that the purchase price and installation charge (excluding financing charges) will be greater than seven times the anticipated annual savings to be obtained, (based on the present cost of the fuel currently used in the dwelling).
- (c) The Public Service Commission for just cause, in unusual circumstances, if the applicant for electric service has been denied a waiver pursuant to paragraphs (a) or (b) of subdivision (B) (2).

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

(General Information - Continued on Leaf No. 72)

**Date of Issue: October 7, 1993**

**Date Effective: January 1, 1994**

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied,  
Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**18. Minimum Insulation Standards - Continued**

**(B) For New Dwellings - Continued**

(3) Certificate of Compliance:

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

(4) Compliance Procedures:

- (a) In areas where there is no local building code authority, upon a complaint by a dwelling owner or tenant concerning noncompliance with subdivision (B) (1) the Company will perform an on-site inspection to determine conformance with the standards concerning roofs, walls, foundation walls, floors, windows, and doors. The result of this inspection will be provided in writing to the owner (and tenant when applicable) of the building.
- (b) Whenever the Company finds, as a result of such inspection or notification by the local building code authority, more than one outstanding complaint against any particular contractor wherein a dwelling constructed by such contractor or builder was found to be in noncompliance with the applicable standards, the Company shall refuse to provide electric service to any construction site of that contractor or builder until all existing violations are corrected. The Company shall undertake random inspections of the future construction work of a past noncomplying contractor or builder until such time as the Company is satisfied that the applicable standards are being met.

(General Information - Continued on Leaf No. 73)

**Date of Issue: October 7, 1993**

**Date Effective: January 1, 1994**

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied,  
Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**18. Minimum Insulation Standards - Continued**

**(B) For New Dwellings - Continued**

(5) Penalties for Noncompliance:

- (a) In the event the Company finds that any dwelling fails to comply with subdivisions (B) (1) (a) or (b), the Company shall impose a 25 percent surcharge on any bill for electric service to the Customer until such violations are corrected.
- (b) The effective date of the surcharge rate shall be:
  - (i) Immediately after notice, in the event the owner is directly responsible for the noncompliance.
  - (ii) Ninety days after notice, in the event the owner has not contributed to the deficiencies. No surcharge shall be applied if the owner brings the building into compliance within 90 days.
- (c) In the event the owner is not billed for the provision of Company service, no surcharges will be applied to the bills of the non-owner occupants of the dwelling. Instead, after notification to the owner that the building is not in compliance, a surcharge will be billed to the owner. The surcharge will be 25 percent of the Company bills for the dwelling that is not in compliance.

In the event that circumstances prevent collecting the surcharge amount from the owner of the non-complying building, the Company may refuse future connections for service to new tenants in the dwelling until it is brought into compliance.

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

(General Information - Continued on Leaf No. 74)

**Date of Issue: October 7, 1993**

**Date Effective: January 1, 1994**

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied,  
Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**18. Minimum Insulation Standards - Continued**

**(C) For Existing Dwellings Converting to Electric Space Heating**

(1) Applicability and Compliance:

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

- (a) The roof/ceiling has at least six inches of insulation or insulation with an R value of 19 or greater;
- (b) The dwelling has storm windows, or thermal windows with multiple glazing; and
- (c) The entrances have storm doors or thermal doors.

(2) Waivers:

- (a) The Company may waive the requirements in subdivision (C) (1) above where:
  - (i) The applicant for service can establish through two estimates, one of which may be a Company audit, that the purchase price and installation charge (excluding interest charges) will be greater than seven times the anticipated annual savings to be obtained (based on the present cost of the fuel currently used in the building);
  - (ii) The dwelling is a historical building; or
  - (iii) Other measures have been taken so that the overall heat loss for the building envelope does not exceed the total heat loss which would result from conformance with the minimum requirements of subdivision (C) (1). Such a heat loss calculation must be certified by a licensed architect or engineer.

(General Information - Continued on Leaf No. 75)

**Date of Issue: October 7, 1993**

**Date Effective: January 1, 1994**

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied,  
Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**18. Minimum Insulation Standards - Continued**

**(C) For Existing Dwellings Converting to Electric Space Heating - Continued**

(2) Waivers – Continued

- (b) In the case of a dwelling having a flat roof, or having four or more stories compliance with the roof insulation standard will not be required if four or more inches of insulation are already in place or if insulation can be installed only by means of cutting an opening in the roof.
- (c) In the case of a dwelling having six or more stories, storm windows will not be required as long as the Company certifies that the dwelling's windows are caulked and weatherstripped. This certification shall be made in writing to the Public Service Commission. A storm window will not be required on any window opening onto a fire escape.
- (d) Copies of waivers granted or denied by the Company shall be made available to the Public Service Commission. Applicants denied waivers shall be informed of their right to appeal that denial to the Public Service Commission.
- (e) The Public Service Commission may grant a waiver of the requirements of subdivision (C) (1) for just cause after an applicant for electric service has been denied a waiver by the Company.

(3) Certificate of Compliance:

- (a) A dwelling's compliance with subdivision (C) (1) shall be certified either by
  - (i) the owner;
  - (ii) a contractor of the owner's choice who has inspected the building; or
  - (iii) a Company representative who has inspected the building at the owner's request.

(General Information - Continued on Leaf No. 76)

Date of Issue: October 7, 1993

Date Effective: January 1, 1994

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied,  
Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**18. Minimum Insulation Standards - Continued**

**(C) For Existing Dwellings Converting to Electric Space Heating - Continued**

(3) Certificate of Compliance - Continued

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

(4) Penalties for Noncompliance:

- (a) The Company shall impose a 25 percent surcharge on any bill for electric service to any dwelling which has been converted to electric space heating and which does not comply with the standards set forth in subdivision (C) (1).
- (b) The effective date of the surcharge rate shall be:
- (i) Immediately after notice, in the event the owner is directly responsible for the noncompliance.
- (ii) Ninety days after notice, in the event the owner has not contributed to the deficiencies. No surcharge shall be applied if the owner brings the building into compliance within 90 days.
- (c) In the event the owner is not billed for the provision of Company service, no surcharges will be applied to the bills of the non-owner occupants of the dwelling. Instead, after notification to the owner that the building is not in compliance, a surcharge will be billed to the owner. The surcharge will be 25 percent of the Company bills for the dwelling that is not in compliance.

In the event that circumstances prevent collecting the surcharge amount from the owner of the non-complying building, the Company may refuse future connections for service to new tenants in the dwelling until it is brought into compliance.

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

(General Information - Continued on Leaf No. 77)

**Date of Issue: October 7, 1993**

**Date Effective: January 1, 1994**

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied,  
Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**18. Minimum Insulation Standards - Continued**

**(D) Certificate of Compliance Forms applicable to New Residential Construction and Existing  
Dwellings Converting to Electric Space Heating:**

(1) Consolidated Edison Company of New York, Inc.

**CERTIFICATE OF COMPLIANCE**

**New Residential Construction**

The undersigned certifies that the

1 or 2 family residence

multi-family residence

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

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

Part 1 : E101.6

Part 3

New York State Energy Conservation

Part 4

Construction Code

Part 5

Appendix A, Opinion 77-10, Minimum Insulation  
Standards, New York State Public Service Commission  
(applies only to buildings on which construction  
began between April 1,1977 and January 1,1979).

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

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

\_\_\_\_\_  
Date

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

(General Information - Continued on Leaf No. 78)

**Date of Issue: October 7, 1993**

**Date Effective: January 1, 1994**

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied,  
Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**18. Minimum Insulation Standards - Continued**

**(D) Certificate of Compliance Forms applicable to New Residential Construction and Existing  
Dwellings Converting to Electric Space Heating - Continued**

(2) Consolidated Edison Company of New York, Inc.

**CERTIFICATE OF COMPLIANCE  
Dwelling Converting to Electric Space Heating**

One of the following certificates shall be completed and signed:

(a) I, \_\_\_\_\_, am aware that the Minimum Insulation Standards for  
(Owner)

Dwellings Converting to Electric Space Heating require my house to have storm doors, storm windows and at least R-19 (usually six inches) roof insulation.

I certify that my building at \_\_\_\_\_ meets those requirements,  
(Location)

or that I have obtained a waiver; and I understand that should my building be found not in compliance, a 25 percent surcharge on my Company bill may be imposed or electric service may be discontinued.

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

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

(b) I have inspected the building at \_\_\_\_\_  
(Location)

owned by \_\_\_\_\_ and certify that it meets the requirements of the  
(Owner)

Minimum Insulation Standards for Dwellings Converting to Electric Space Heating.

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

\_\_\_\_\_  
Date Signature of Contractor or  
Company Representative

(General Information - Continued on Leaf No. 79)

Date of Issue: October 7, 1993

Date Effective: January 1, 1994

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**19. Collection, Reconnection and Meter Recovery Charges**

The Customer shall pay the following charges as a condition of the continuation or re-establishment of service in the following circumstances:

- (A) **Collection Charge:** A \$29.00 collection charge, if, after a lawful notice of discontinuance of service for non-payment, the Customer has failed to pay all of the amount due within the time specified in the notice and the Company thereafter sends an employee to the Customer's premises to collect payment; however, if more than one visit is made to the Customer to collect or to disconnect service, this charge shall be collected no more than twice in the same transaction regardless of the number of visits made to the Customer to collect or to disconnect service. The collection charge is not applicable to Customers taking service under Service Classification Nos. 1 and 7 and any other Customer who uses such service primarily for his or her residential purposes and the Customer has so notified the Company.
- (B) **Reconnection Charge:** A reconnection charge for the re-establishment of service, if service to the same Customer at the same meter location has been discontinued for non-payment of a deposit or of any rates and charges billed pursuant to the Company's Schedule for service, including service disconnected due to evidence of tampering with Company apparatus, within twelve months of the Customer's request to re-establish service. The charge for re-establishment of service, except as modified in (D) below, during the hours of 8 A.M. to 4 P.M. Monday through Friday, excluding holidays, shall be \$26.00, and \$28.00 at all other times, except that, if service was disconnected in the street, the reconnection charge shall be \$271.00. The reconnection charge when service was disconnected due to evidence of tampering or when service was disconnected in the street is not applicable to Customers taking service under Service Classification Nos. 1 and 7 and any other Customer who uses such service primarily for his or her residential purposes and the Customer has so notified the Company.
- (C) **Meter Recovery Charge:** A meter recovery charge equal to the filing fee paid by the Company to apply for a court order to recover the meter plus amounts paid by the Company to a marshal to execute a court order. Such amounts include fees authorized by law, as applicable: to receive and enter the order; to either receive payment or serve a summons and recover the meter; and to reimburse for mileage at the average mileage costs paid by the Company to marshals. In cases where the Company is required to employ a locksmith to gain entry to the meter(s), the Customer shall be subject to a further additional charge of \$40.00.
- (D) **Reconnection Charge:** Through March 31, 2005, the reconnection charge will not be applied for any Customer taking service under Service Classification No. 1 or 7:
- (i) who demonstrates that he or she is a recipient of Supplemental Security Income ("SSI") at the time the reconnection is requested; or
  - (ii) who demonstrates that he or she has received benefits under the Home Energy Assistance Program ("HEAP") in the twelve-month period prior to the reconnection request; or

(General Information - Continued on Leaf No. 79-A)

Date of Issue: August 29, 2003

Date Effective: December 1, 2003

Issued by Joan S. Freilich, Executive Vice President and  
Chief Financial Officer  
4 Irving Place, New York, N.Y. 10003

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**19. Collection, Reconnection and Meter Recovery Charges - Continued**

**(D) Reconnection Charge - Continued**

(iii) for whom the Social Services District agrees to pay electric bills in full directly to the Company pursuant to Social Services Law Sections 131-s (3)(a), 159, or 350-a, including recipients of Aid to Families with Dependent Children ("AFDC") or Home Relief ("HR"), subsequent to the service discontinuance but prior to the reconnection.

**(E) Charge for Disconnecting Service in the Street:** A \$114.00 charge when the Company disconnects service in the street for non-payment after the Company tried and failed at least twice, or was refused access by the Customer at least once, to collect amounts due or to terminate service for non-payment at the Customer's premises. The charge for disconnecting service in the street is not applicable to Customers taking service under Service Classification Nos. 1 and 7 and any other Customer who uses such service primarily for his or her residential purposes and the Customer has so notified the Company.

**(F) Multiple Dwelling Collection Charge:** A \$22.00 charge to a Customer having an account for common areas service for an entire multiple dwelling in any case where the Company is required to provide notices to the occupants of the multiple dwelling, as provided in the Public Service Law, in connection with an imminent termination of service for non-payment to the multiple dwelling.

**(G) Collection Agency Fee:** The fee imposed by a collection agency to collect bills on a closed Customer account will be due from the Customer. The collection agency fee is not applicable to Customers taking service under Service Classification Nos. 1 and 7 and any other Customer who uses such service primarily for his or her residential purposes and the Customer has so notified the Company.

(General Information - Continued on Leaf No. 80)

**Date of Issue: July 3, 1997**

**Date Effective: ~~August 4, 1997~~  
August 1, 1997**

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**20. Reconnection of Service**

- (A) **Service Terminated for Other Than Emergency Reasons:** The Company shall reconnect service within 24 hours after either the Customer has satisfied or corrected all conditions for termination and reconnection, upon the lawful direction of the Commission or its designee or, in the case of a residential Customer, the Company has notice that a serious impairment to health of the Customer is likely to result if service is not reconnected. However, if circumstances beyond the Company's control prevent reconnection within the specified 24 hour period, service shall be reconnected within 24 hours after those circumstances cease to exist.
- (B) **Service Terminated in Emergency:** The Company shall act promptly to restore service as soon as possible after a termination of service for emergency reasons. However, as to non-residential Customers, service need not be restored if, at the time restoration is to occur, the Company has the right to terminate service for other than emergency reasons.
- (C) **Payment Prior to Reconnection of Service:** Prior to reconnection of service terminated solely for non-payment of bills, for any tariff charge, or for failure to pay a security deposit, the Company may require a non-residential Customer to pay any bill, tariff charge, and security deposit due. The Company shall offer the Customer a deferred payment agreement in circumstances where such an agreement is required under the rules of the Public Service Commission.
- (D) **Penalty for Failure to Reconnect:** Where the Company fails to reconnect service to a residential Customer within 24 hours or neglects to do so without good cause the Company shall pay a penalty of up to \$50.00 per day to the Customer in accordance with the Public Service Commission's regulations.

(General Information - Continued on Leaf No. 80-A)

**Date of Issue: January 29, 1999**

**Date Effective: April 1, 1999**

Issued by Joan S. Freilich, Executive Vice President and  
Chief Financial Officer  
4 Irving Place, New York, N.Y. 10003

**GENERAL INFORMATION - Continued**

**III. General Rules, Regulations, Terms and Conditions under Which Electric Service Will Be Supplied, Applicable to and Made a Part of All Agreements for Electric Service - Continued**

**21. Other Charges**

- (A) **Charge for Replacing a Damaged Meter:** A charge for removing and replacing a Company-owned meter that was damaged because the access controller to the meter did not exercise reasonable care or the meter was damaged due to tampering. The charge of \$86 for a non-demand meter and \$205 for a demand meter shall be assessed on the account of the access controller even if the damaged meter was for the account of another customer, except that if the meter was damaged due to tampering, the charge shall be assessed on the account of the customer who benefited from such tampering.
- (B) **Charge for Investigating Tampered Apparatus:** A \$413.00 charge for inspecting the apparatus, locking and sealing any tampered meter, billing, and associated administrative activities, where evidence of tampered Company apparatus is found.
- (C) **Charge for Re-inspection:** A \$113.00 charge for each re-inspection required because the Customer's contractor submitted documentation that its work at the Customer's premises was completed according to Company specifications and is ready for final inspection by the Company, but the Company on its inspection found the work to be either incomplete or incorrectly performed.

(General Information - Continued on Leaf No. 81)

**Date of Issue: March 31, 2008**

**Date Effective: April 1, 2008**

Issued under authority of PSC order in Case 07-E-0523 made March 25, 2008.