

PSC NO: 10 – Electricity
Consolidated Edison Company of New York, Inc.
Initial Effective Date: 11/01/2011

Addendum Type: MET
Addendum Number: 1

New York

Practices and Procedures

For

The Provision of Electric Metering

In a

Competitive Environment

New York State Department of Public Service

April 1, 2008

Issued by: Robert N. Hoglund, Senior Vice President & Chief Financial Officer, New York, NY

- CHAPTER I - OVERVIEW2
 - A. Introduction.....2
 - B. General Provisions2
 - C. Control of Service Endpoints3
- CHAPTER II – STANDARDS AND COMPLIANCE REQUIREMENTS FOR NON-UTILITY MSP AND NON-UTILITY MDSP ELIGIBILITY5
 - A. Filing Requirements.....5
 - B. Suspension or Revocation.....8
- CHAPTER III - METER WORK AT CUSTOMERS’ PREMISES9
 - A. Applicability.....9
 - B. Site Inspections.....9
 - C. Compliance with Codes and Standards.....12
 - D. Meter Compatibility.....12
 - E. Meter, Provider, and Service Delivery Point Identification.....14
 - F. Demarcation15
 - G. Meter Equipment Sealing and Locking15
 - H. Access, Coordination and Timing of Site Work16
 - I. Record Keeping Requirements17
 - J. Meter Installation18
 - K. Repair or Replacement of Defective Equipment19
 - L. Reporting Requirements20
- CHAPTER IV - INQUIRY AND COMPLAINT RESOLUTION22
 - A. Meter Testing Costs22
 - B. Resolution of Billing Errors22
 - C. Disputes between an MSP and a Utility Concerning a Competitive Meter23
 - D. Customer Complaints24
- CHAPTER V - SWITCHING TO AND FROM COMPETITIVE METERING.....26
 - A. Applicability of Uniform Business Practices26
 - B. Switching To and From Competitive Metering Service26
- CHAPTER VI - AUDITING AND REPORTING28
 - A. Responsibilities.....28
 - B. Quality Control Audits by Utilities28
 - C. Audit Tracking.....29
- Chapter VII – COST RESPONSIBILITES30
 - A. General Guidelines.....30
 - B. Proposed Fee Schedule.....30

CHAPTER I - OVERVIEW

A. Introduction

This practices and procedures document has been prepared to foster a competitive environment for electric metering by setting forth the rules for the market. These practices and procedures are established pursuant to an Order of the New York State Public Service Commission (Commission or PSC) in Case 94-E-0952, issued and effective June 16, 1999, which determined that electric metering shall be furnished competitively to large customers.

The Commission's Order directed Staff to recommend appropriate standards and practices, with technical input from the parties through a continuing working group. The practices and procedures set forth in this manual are intended to implement the competitive metering model adopted by the Commission and the following clarifications agreed to by the Commission at its July 16, 2000 Session:

1. Competitive metering and meter data services can be offered to customers independent of whether customers procure commodity service from non-utility entities.
2. Customers eligible for competitive metering may contract directly with meter service providers (MSPs) or meter data service providers (MDSPs) procure metering services;
3. A Direct Customer may not act as its own MSP or MDSP; and
4. The option of meter ownership is continued for large time-of-use customers according to the provisions of Opinion No. 97-13.

B. General Provisions

1. Physical metering and metering services, consisting of the installation, maintenance, testing and removal of meters and related equipment is opened to competition by MSPs.
2. Meter data services, consisting of meter reading, meter data translation, and customer association, validation, editing and estimation (CAVEE) are also opened to competition. These services will be provided, either individually or in combination, by MDSPs.
3. The responsibility for meter services and meter data services will reside with either the customer's MSP/MDSP or utility.

4. The utility shall be the provider of last resort (POLR) for metering and meter data services.
5. Utilities, MSPs and MDSPs are required to adhere to applicable procedures, performance standards and regulations relative to the provision of metering services. Such requirements are contained within this document, 16 NYCRR and utility tariffs.
6. Customers with demands of 50 kW or greater for two (2) consecutive months during the most recent twelve (12) consecutive months may obtain competitively-provided billing meters and associated metering and meter data services.
7. Meter removals for the purpose of intentionally disconnecting electric service for any reason may only be performed by the utility.
8. Customers may obtain competitive meter services, in whole or in part, from a competitive provider. The competitive meter services are: (1) meter ownership; (2) meter installation, maintenance, and testing; and (3) three primary meter data services -- meter reading, meter data translation, and customer association, validation, editing and estimation (CAVEE).
9. Staff will monitor the provision of metering services regardless of the entity providing such services.
10. Notwithstanding any other Commission rules or orders to the contrary, the rights, duties and obligations of the utility concerning meter reading, estimated bills, and backbilling found in 16 NYCRR Part 13 shall not apply customers who utilize a competitive meter provider.
11. Until the implementation of electronic data interchange (EDI) in New York, the parties are responsible for developing mutually agreeable mechanisms for transmitting data.

C. Control of Service Endpoints

1. Utilities are responsible for certain functions related to monitoring and controlling the service end points in their distribution system including: keeping records of installed meters and owners of all meters attached to service end points, coordination of the identification, sealing and locking of meters by competitive providers, tracking of competitive meter installations and replacements, and audits of metering sites and meter maintenance work performed by MSPs as directed by Staff.
2. Nothing shall limit the rights and duties of the utility to enter, at all reasonable times, any building or other location supplied with service by

the utility for the inspection and examination of meters, pipes, fittings, wires and works for supplying or regulating the supply of electricity and of ascertaining the quantity of electricity supplied, as set forth in 16 NYCRR Part 13.14.

- (a) At its own cost, the utility may inspect service endpoints and metering installations at all customer locations in its service territory, regardless of meter ownership.
- (b) Utilities will continue to have access to meter equipment at customer's premises for the purpose of maintaining the distribution system, responding to customer calls related to interruptions of electric service, and termination of a customer's service for non-payment.

CHAPTER II – STANDARDS AND COMPLIANCE REQUIREMENTS FOR NON-UTILITY MSP AND NON-UTILITY MDSP ELIGIBILITY

A. Filing Requirements

1. Written Application

MSPs and MDSPs are required to file a written application to the DPS requesting eligibility to provide meter and meter data services in New York. If an entity chooses to perform multiple functions, it may seek eligibility from the DPS for multiple functions through one application.

2. Information Required

The application shall include the applicable information, as defined by the PSC, required to be provided in an ESCO application for eligibility, and in addition shall include the following information:

- (a) A listing of the utilities in whose service territories the MSP/MDSP intends to provide metering services;
- (b) a listing of services to be provided;
 - (i) for MSPs, a listing of the varying voltage levels and types of metering services it intends to provide, including compensated metering, VAR and VA metering, transformer rated metering, on site totalization, and recording of profile, where applicable, and an attestation that the MSP's employees are capable of performing such metering services;
 - (ii) for MDSPs, a listing of the specific meter data services the MDSP intends to provide, including meter reading, meter data translation, and/or CAVEE, and an attestation that the MDSP's employees are capable of performing such meter data services;
- (c) attestation as to the MSP's/MDSP's commitment to maintain on-going training to ensure continued employee competence;
- (d) a description of the provider's facilities including,
 - (i) for MSP's, a description of the MSP's program for testing of meter devices, including attestation that the MSP's meter test program complies with the requirements set forth in 16 NYCRR Part 92, and the location of the test facilities that

the MSP will use, which shall be located within New York State;

- (ii) For MDSPs, as applicable, a description of the hardware and software systems the MDSP will utilize to obtain meter readings, perform validation and/or convey meter data to the appropriate parties in the format set forth in this document;
- (e) attestation that the MSP/MDSP has a security system in place to protect meter equipment and/or meter data from unauthorized physical or electronic entry or tampering, including standards governing security and confidentiality for its employees;
- (f) a description of how and where records of meter installations and/or meter data will be kept, as well as plans for disaster recovery of those records and a means of insuring that those records will be available to the utility in event the MSP/MDSP leaves the market or suffers financial failure;
- (g) attestation that the MSP/MDSP maintains worker's compensation insurance for its employees; and
- (h) an acknowledgment that the services of the MSP/MDSP will be subject to audits by Staff and/or the utilities.

3. Agreement to Comply with Commission Procedures and Regulations

The application shall state that by submitting its application, the MSP/MDSP agrees to abide by all of the applicable requirements contained in 16 NYCRR Parts 13, 92, 93, and 125, any applicable New York State Business Laws, all applicable state, local, and federal regulations and code requirements including OSHA and other safety related regulations, electrical codes and environmental requirements, all consumer protections and complaint handling procedures required by the Commission to be provided by ESCOs, and the provisions of this document for the supply of metering and/or meter data services and for complaint handling.

4. Insurance Coverage

- (a) The application must be accompanied by evidence of insurance coverage that is sufficient to cover any claims that might be brought against the MSP, MDSP and/or utility/ESCO for metering-related activities and that meets the following specifications:
 - (i) the insurance shall be commercial general liability insurance with an aggregate limit not less than \$2 million;

- (ii) the aggregate coverage limit shall not be less than \$1 million for each occurrence for bodily injury, property damage and personal injury; and
 - (iii) coverage shall be sufficient to cover claims that are filed for a period of 2 years after the MSP/MDSP ceases metering activities within the State, for events that occur during the insured period.
- (b) MSPs/MDSPs acting as subcontractors for ESCOs or other MSPs/MDSPs may submit evidence that one or more of the other entities carries liability insurance adequate to provide the coverage specified above.
 - (c) Any liability insurance policies shall include a statement that thirty (30) days written notice shall be provided to the Department of Public Service, customers who directly contract with the MSP/MDSP, any ESCO on whose behalf the MSP/MDSP will provide metering or meter data services, and any utility in whose territory the MSP/MDSP will provide such services, before the policy is canceled or there is any diminution in coverage.

5. Review Process

Upon receipt of the application and the other supporting documents, Staff will review the documents for compliance with these requirements. If the application is in compliance, Staff will issue a letter of eligibility within twenty (20) days of receipt of a satisfactory application. Upon receipt of the letter, the MSP/MDSP may offer metering or meter data services to the ESCOs, customers who directly contract with the MSP/MDSP, or to the utilities. If the application is rejected, the notification will include the reason(s) for rejection.

6. Witnessing of MSP's Initial Installations

After receiving its letter of eligibility, each MSP shall be required to submit a work schedule to each utility for a selection of at least 10 new meter installations representative of the different meter types and sizes the MSP expects to install in that utility's service area. The work schedule submitted by the MSP to the utility shall include the customer name, service point address, and the date and time of change. A copy of these work schedules shall also be provided to Staff.

7. Amendments to Application

An MSP/MDSP shall submit an amendment to its application for eligibility within five (5) days of the effective date of any changes to any

of the information included on its application, or any subsequent amendment. Eligible MSPs/MDSPs filing amended applications will continue to be eligible unless otherwise notified by Staff.

B. Suspension or Revocation

Should it be determined that the MSP/MDSP is not in compliance with any of the conditions of eligibility, its eligibility may be suspended or revoked if timely corrective action is not implemented. The specific facts and circumstances will be examined and appropriate action determined on a case by case basis.

CHAPTER III - METER WORK AT CUSTOMERS' PREMISES

A. Applicability

The following chapter specifies the minimum requirements for MSPs inspecting, servicing, or installing meters at customers' premises.

B. Site Inspections

The MSP must perform a site inspection, for the conditions described in this section, on each visit to a customer's site. The MSP must ensure that the meter and associated equipment is correctly identified and has the correct characteristics for the type of service provided to the customer. Any necessary repairs identified during the inspections should be completed in a timely manner. This list is not intended to cover all possible situations that could be faced by workers, rather a sample of conditions that may pose a potential threat to safety and property:

1. Hazards Related to Customer Premises.

- (a) Inadequate or unsafe access to the building.
- (b) Inadequate or unsafe access to the meter.
- (c) Vicious or unrestrained animals.
- (d) Vagrants or vermin in or around doors and electrical panels.
- (e) Evidence of criminal activity in or around the site.

2. Physical Hazards.

- (a) Tripping hazards.
- (b) Slipping hazards such as water or other liquids covering the floor.
- (c) Debris or stored materials in the working space.
- (d) Activity or stored materials around the meter and related equipment.
- (e) Environmental hazards, such as caustic or acidic chemicals, volatile chemicals, high sound levels, biological agents, asbestos, or lead.
- (f) Meter mounting hazards, such as loose meter mounting, undue vibration, inability to securely seal meters, or unlevelled meters.

3. Customer Life Support Equipment

- (a) If a customer's premise has life support equipment, as indicated by a notification of life support status by the utility or as the result of an investigation by the MSP, a standard life support seal shall be installed on the meter securing mechanism. If the seal is not present, it must be installed by the MSP. Note: The MSP should conduct an independent investigation to determine if a premise has life support equipment
- (b) When a site has been identified as containing life support equipment, MSPs shall be cautious in performing meter work so as to minimize interruption to electric service to the customer's premises.
- (c) If service will be or is likely to be unavoidably interrupted during meter work, the MSP shall notify the customer and obtain the customer's consent prior to performing any metering work.
- (d) If the MSP determines that life support equipment is in use on a customer's premises and the customer's record does not contain life support information, the MSP shall notify the ESCO or utility, and the MDSP of the presence of life support equipment. If the life support seal is not present, it must be installed by the MSP.

4. Electrical Hazards

- (a) Exposed or defective wiring.
- (b) Loose or broken insulators.
- (c) Damaged sockets.
- (d) Missing panels.
- (e) Damaged test blocks.
- (f) Improper grounding.
- (g) Defective service switch/disconnect.
- (h) Any condition which fails to conform to the state's electric service requirements.
- (i) For 480-Volt service, the MSP shall ensure that a 480 V sticker is in place on the meter panel near the meter before leaving the site.

- (j) The MSP shall determine if the service is being subdivided at the service entry point, or if any other condition exists which may require additional metering.

5. Theft of Service

- (a) MSPs must be aware of conditions, which cause a meter to under-register electric usage or divert energy around metering. MSPs must be able to identify and report the following theft of service conditions:
 - (i) Irregularities in the service conductor's insulation.
 - (ii) Unauthorized connection to the service entrance.
 - (iii) Unsealed or improperly sealed equipment.
 - (iv) Unauthorized seals.
 - (v) Suspicious wiring.
 - (vi) Jumpers across current leads.
 - (vii) Signs of tampering with the meter.
- (b) When a theft condition is identified the following actions shall be taken:
 - (i) The MSP shall compare a customer's connected significant loads with the energy registration of the meter to determine if the meter is registering correctly.
 - (ii) MSPs must immediately notify the utility and/or ESCO of evidence of meter tampering, energy theft, or meter security compromise on a customer's premises.
 - (iii) The MSP shall secure the site and the meter with any related metering equipment to safeguard evidence.
 - (iv) The utility will have an opportunity to issue a bill to the customer and to terminate the customer's service if payment is not made in accordance with the rules.

C. Compliance with Codes and Standards

1. Electrical Codes

All site wiring must comply with the provisions of the National Electrical Code (NEC) and any applicable state or local codes. MSPs may refer to the utility for specific requirements.

2. Occupational Safety and Health Administration (OSHA) Regulations

All MSPs must comply with OSHA regulations.

3. Applicability of 16 NYCRR Part 92

Electric meters shall be tested and maintained according to the rules established by the Public Service Commission that are contained in 16 NYCRR Part 92.

D. Meter Compatibility

1. Compatibility Criteria

For meters that are owned, installed, maintained, and read by MSPs, compatibility criteria (a) through (d) below shall apply. For meters that are owned by customers or other third parties, but installed, maintained and read by the utility, the compatibility criteria (a) through (f) below shall apply.

(a) Electrical Compatibility

The meter used must comply with all applicable federal and industry standards as well as with both the manufacturer's and national specifications for accuracy, functionality, and monitoring the electrical service for which they will be used, and must be approved by the Commission for use in New York State.

(b) Physical Compatibility

- (i)** The meter must physically interface with the service end points of the utility's distribution system.
- (ii)** It will be the responsibility of the customer to undertake any costs related to ensuring physical compatibility of the desired meter with the host utility's system.

(c) Displays and Controls

- (i)** All meters must have a visual read capability.

- (ii) Demand reset mechanisms in manually read meters must have key locks that are keyed in such a manner as to allow operation by the utility. Keying or sealing is allowed, as mutually agreed to between the utility and MSP.
- (d) Availability and Appropriateness of Parameters Needed for Billing

The meter must be capable of developing and supplying billing determinants in a manner and timeframe consistent with the requirements of the ESCO and utility.
- (e) Meter Formatting or Programming Software
 - (i) The utility must have the means of programming the device and have developed procedures to install the format files needed for proper meter operation.
 - (ii) It will be the responsibility of the customer to establish the capability to program the meter.
- (f) Testing Procedures and Maintenance Requirements

The utility must have the equipment and procedures needed to test and maintain the meter type.

2. Determination of Meter Compatibility

- (a) The meter owner shall provide utilities with the baseline information needed to test the compatibility of a meter with its system, and any other information reasonably required to perform a compatibility investigation.
- (b) A utility will be obligated to complete its investigation within 30 days. If the compatibility assessment cannot be accomplished within that time, the parties may seek dispute resolution services from Staff.
- (c) If the meter is deemed compatible by the utility, the MSP will be notified and the MSP and utility will work out any details related to deployment.
- (d) If the meter is deemed incompatible by the utility, it will advise the MSP and they both will attempt to resolve the problems.
- (e) If the utility and MSP are unable to resolve the compatibility issues, the MSP may appeal to the Commission.

E. Meter, Provider, and Service Delivery Point Identification

1. Meter Identifiers

- (a) Any meter being used on the utility's system must have a unique identifier relative to the other meters supported by the utility.
- (b) All meters must be identified by a permanent serial number, the identification of the manufacturer, type, form, voltage and current ranges, and the meter identification number.
- (c) The meter identification number shall be labeled on the meter in accordance with ANSI C12.10 standards.
- (d) Each utility will provide an MSP offering competitive metering services with a block of meter identification numbers for use within the service territory of that utility.
- (e) The meter number used for a specific site shall be provided to the utility by the MSP, using the format and timing described in this document.
- (f) A new meter identification number shall be applied to all new meters and all re-numbered meters. MSPs may not re-use meter numbers from retired meters.
- (g) If a meter will be re-numbered, the history of that meter, including its past identification number, purchase date, and accuracy record, shall be maintained by the MSP.

2. Provider Identifiers

A label affixed to the meter shall identify the meter owner and/or the MSP.

3. Service Delivery Point Identifiers (SDP IDs)

- (a) SDP IDs will be assigned by the utility for each meter socket that will be affected as part of the enrollment process the first time a customer switches to an MSP.
- (b) SDP IDs for unmetered accounts will be assigned as part of the enrollment process the first time a customer with unmetered service delivery points switches to an MSP.

F. Demarcation

1. The demarcation point for competitive metering services will be at the connection of the meter on the line side of the meter socket or the line side termination at the test block.
2. CTs and PTs are considered part of the distribution system and will remain the property of the utility and under their direct control.
3. The demarcation point for meters which contain telephone modems or pulse outputs will be at a specified demarcation point located at or near the meter.

G. Meter Equipment Sealing and Locking**1. Meter Securing and Sealing**

- (a) Detachable meters shall be secured into the socket.
- (b) At a minimum, the meter shall be secured with a seal.
- (c) The utility will maintain control over high tension CTs and PTs and their enclosures.
 - (i) Where these enclosures are locked, the utility will provide the lock.
 - (ii) If the MSP requires access to a high tension CT or PT, the MSP must coordinate with the utility for appropriate system conditions to be established and for the lock to be removed.
 - (iii) The utility may charge the MSP up to \$20 for the utility visit.

2. Meter Locks

- (a) When an MSP locks a meter and/or associated equipment, the lock used must be operable by the utility in the event that emergency service work is required.
- (b) Each utility shall publish a list of approved locks for use within its service territory, and shall consider additions to its list at MSP request.
- (c) MSPs shall maintain control of meter lock keys in a manner that minimizes the possibility of unauthorized duplication or use.

3. Meter Security for Programmable Meters

If a programmable meter is installed, a security password shall be applied to prevent unauthorized access to internal registers and unauthorized modifications of the meter data and program.

4. Meter Panel and Associated Equipment Securing and Sealing

- (a) The meter panel and any enclosures housing equipment associated with the metering for an installation shall be secured with a seal and/or locked, using the same criteria described for locking of the meter.
- (b) This requirement applies to CT/PT enclosures, profile recorders, relays, totalizers, and any other equipment that is used to accomplish the revenue metering function.

5. Meter Socket Covering, Securing, and Sealing

When a site is left with an empty, energized meter socket, the socket shall be covered with a non-conductive cover and secured with a seal and/or lock.

6. Life Support Seal

The standard physical identification marker for a customer's premises that has a life support device or equipment shall be a life support seal. The seal can either be white with red lettering or red with white lettering and must have the caduceus symbol on it.

H. Access, Coordination and Timing of Site Work

1. Access

Customers must provide the utility and/or ESCO, and MSP with clear access to the metering site for the purpose of meter installation, reading, inspecting or auditing the metering installation, recovery of metering equipment, or maintaining metering equipment.

2. Coordination and Timing

- (a) For scheduled work where a site visit requires the presence of the utility and/or the ESCO and/or MSP, at least 24 hours of notice will be given.
 - (i) Each party must agree to meet within 15 minutes of the agreed upon time.

- (ii) Failure of either party to arrive within the appropriate time frame will be cause for rescheduling of the visit and charging of the offending party for the cost associated with the missed visit, up to a maximum of \$20.
- (b) Where the customer suffers a service interruption and coordination between utility and MSP is required to restore service, less than 24 hours notice may be given, and the utility and MSP shall cooperate to restore service as soon as possible, and within 24 hours.

I. Record Keeping Requirements

1. General Records

The MSP is responsible for maintaining in-service data for the meter population that it supports. That data must include all information needed to comply with the provisions of 16 NYCRR Part 92.

2. Meter Test Records

- (a) The MSP must maintain test data for all meters for which it has provided service or calibration for the life of the meter, and for 2 years after the meter has been retired.
- (b) In event of an MSP ceasing business in the State, this data must be transmitted to the new provider of metering services to the customer.

3. Metering Standard Records

- (a) The MSP must maintain records of the calibration of all instruments used in the testing of revenue meters for the life of the instrument.
- (b) Records shall be maintained, at a minimum, according to the rules established by the Commission that are contained in 16 NYCRR Part 92.
- (c) Records of retired instruments must be maintained for the period of time specified in 16 NYCRR Part 92.

4. Traceability

MSPs must adhere to the traceability standards set forth in 16 NYCRR Part 92.

J. Meter Installation

1. New Installations

In new installations, the MSP must ensure that any appropriate inspections by regulatory authorities and the utility are completed prior to the installation of the meter.

2. Removal of Existing Equipment

- (a) If a locked utility owned meter and/or associated equipment is presently installed on the site, the MSP must arrange with the utility for unlocking prior to meter removal. The utility should make every effort to remove the lock prior to the switch date.
- (b) If authorized by the utility, an MSP may remove the lock or seal on a particular utility provided metering, or cut a lock, provided that this can be done without damage to other equipment.
- (c) Close out readings must be taken from the existing meter before it is removed from service.
- (d) The meter must be returned to its owner within 10 days.

3. On-Site Checks of Installed Meters

- (a) The MSP must verify any billing constant through consideration of site CT and PT ratios.
- (b) Meter registration must be established through an observation of the display for electronic meters or the disk for electromechanical meters. This registration must be compared against the estimated customer load at the time of installation.
- (c) A check must be made of any communication channel that is used for remote interrogation or programming of the meter. The MSP shall verify that the remote location is operational through local and/or network systems checks.
- (d) A check must be made of any pulse outputs from the meter to insure correct functionality.
- (e) Before leaving the site, the meter must be sealed and/or locked in accordance with the provisions of this document.
- (f) The MSP must verify that the customer account records match the installed meter.

K. Repair or Replacement of Defective Equipment

1. MSP Responsibilities

- (a) Unless otherwise specified in this document, the MSP is responsible to repair or replace any unsafe, inoperative or defective metering equipment that is under its control within 24 hours of receipt of notice of such a defect.
- (b) It shall be the responsibility of the MSP to secure the cooperation of the customer if any action is required on the part of the customer in order to effect the repair or replacement.
- (c) If a hazardous condition exists which poses an immediate threat to health or safety, or if the customer suffers a service interruption as a result of a malfunction of the metering equipment, the MSP shall expedite repair the customer's service to correct the hazardous and/or unsafe condition.
 - (i) Both MSP and utility shall coordinate where joint efforts are required to respond within 2 hours.
 - (ii) Both MSP and utility will designate an emergency response contact name and telephone number for the other party to contact in cases where the coordination is required and normal data communications are inoperative or would not effect response within 2 hours.
- (d) If a theft of service condition exists, the MSP shall secure the site and notify the utility and /or ESCO in accordance with Chapter III.B.5 (b) of this Manual.

2. Utility Responsibilities

- (a) In situations where the MSP does not respond within 10 days, the utility may replace the competitive meter with a utility owned meter until such time as the MSP can make arrangements to have the meter replaced with an appropriate device.
- (b) In these cases, the MSP is responsible for utility costs up to \$150 associated with the meter replacement.
- (c) If a hazardous condition exists which poses an immediate threat to health or safety, or if the customer suffers a service interruption as a result of a malfunction of the metering equipment, the MSP shall expedite repair the customer's service to correct the hazardous and/or unsafe condition.

- (i) Both MSP and utility shall coordinate where joint efforts are required to effect a repair within the 2-hour timeframe.
 - (ii) Both MSP and utility will designate an emergency response contact name and telephone number for the other party to contact in cases where the coordination is required and normal data communications are inoperative or would not effect repair of the customer's service within the 2 hour timeframe.
- (d) If the utility discovers the hazardous condition or interruption of the customer's service, the utility may effect the repair itself, or notify the MSP of the need to do so. If the utility chooses to effect repair itself, no charges shall apply to the MSP.
- (i) The utility shall immediately notify the MSP that they were required to repair the found hazardous condition.
 - (ii) If an emergency exists that requires the utility to disconnect service to the customer in order to protect health and safety, the utility shall notify the MSP using the emergency response contact name and telephone number provided by the MSP.
 - (iii) If a theft of service condition exists, the utility may correct the condition, remove and tag the existing meter and any associated evidence of meter tampering, and install and secure a properly registering meter.

L. Reporting Requirements

1. Responsibility

The MSP is responsible for the transmission of data regarding the identification and start readings of any new meter it installs as well as the identification and closeout readings of meters it removes.

2. Conditions Requiring Reporting

- (a) MSPs must notify the customer, the utility and/or ESCO and the MDSP if they encounter and are unable to correct safety-related, hazardous or theft of service conditions found on a customer's premises. If appropriate, the MSP shall also notify the local inspection agency, appropriate regulatory authority, and any other parties that may have a material interest in the defect or condition.

- (b) Any reprogramming of an existing meter must be documented and communicated to all appropriate parties.
- (c) All meter repairs or replacements associated with defective or unsafe equipment will be reported to all appropriate parties.
- (d) Any discrepancies in installed equipment or stored data will be reported to all appropriate parties.
- (e) The MSP must notify the utility any time it knows that work being performed on a customer's premises could result in the creation of a new metering point and/or affect distribution system facilities.

CHAPTER IV - INQUIRY AND COMPLAINT RESOLUTION

A. Meter Testing Costs

In cases where resolution of disputes between a utility, MSP/MDSP and/or a customer concerning a competitive meter require a test of the accuracy of the meter, the following procedures shall apply:

1. Meter Tests Inaccurately

If the meter is found to register outside of the tolerance for accuracy set forth in 16 NYCRR Part 92, the cost of the test will be the responsibility of the MSP.

2. Meter Tests Accurately

If the meter is found to register within the allowable limits set forth in 16 NYCRR Part 92, the cost of the test will be the responsibility of the party demanding the test; except that a customer's liability for such costs shall not exceed \$50. The balance of any such costs shall be the responsibility of the party owning the meter. If the customer provided the meter, this limitation shall not apply. Further, a utility will have the right to charge any applicable tariff fee for a meter test requested by a customer.

3. Evidence of Theft of Service

If the test results in the identification of fraud or electricity theft by a customer, the full cost of the test may be charged to the customer.

4. Witnessing Meter Tests

Any parties requesting a test, and/or effected by the test results should be given an opportunity to witness the test. In addition, upon request, Staff may witness a test.

B. Resolution of Billing Errors

If an MSP/MDSP knows of any condition affecting the customer's meter or metered data that has resulted in billing errors, or discovers such a condition in the course of an investigation, it shall advise the customer and the utility or ESCO. The utility shall provide the customer with an appropriate billing adjustment to its charges, according to the rules contained in 16 NYCRR Part 12 and 13. The MSP/MDSP shall implement appropriate corrective action as set forth in this document.

C. Disputes between an MSP and a Utility Concerning a Competitive Meter

1. Disputes Generally

- (a) Disputes between an MSP/MDSP and a utility concerning a competitive meter shall be handled through the existing dispute resolution process set forth in the Uniform Business Practices for disputes between an ESCO and a utility.

2. Metering Equipment Malfunction

- (a) A utility or ESCO, or MSP/MDSP shall notify the utility or ESCO and any other appropriate party when it discovers any conditions such as broken or inaccurate metering equipment or meter reading equipment (including automated meter reading systems) no later than one (1) business day after discovery. The condition shall be remedied within ten (10) days. Theft of service conditions shall be handled in accordance with Chapter 3.B.5 (b) of this Manual.
- (b) If the condition is not remedied within ten (10) days, the utility shall have the right to immediately remove the meter or affected metering equipment. Upon removal, the utility shall use all reasonable efforts to substitute its own billing meter. The removed meter will be returned to the MSP within (10) days; unless required by the utility as evidence in a pending theft of service investigation, in which case the meter shall be returned as soon as practicable after its investigation is completed.
- (c) An MSP may be charged a fee not to exceed \$150 for the utility's removal of the MSP's metering, and the customer will not receive the monthly credit for utility metering service.

3. Meter Data Anomalies

- (a) The MDSP shall examine all meter reading data for abnormally high or abnormally low recordings or any other metering data irregularities as described in this document. Where the utility, ESCO or MDSP discovers metering data irregularities, it will inform the other parties of the condition no later than one (1) business day after the irregularity is discovered.
- (b) If on investigation the cause of a data problem is determined to be a problem that can be corrected by scaling the intervals and meter readings (examples of these situations include a meter running slow, a meter running fast, one or two phases dropped), the MDSP will advise the utility or ESCO of:

- (i) the time period requiring correction; and
 - (ii) the scaling factor to be applied to each interval in that period.
- (c) When corrected data is provided to ESCOs or utilities, unless otherwise specified in this document, it is marked as estimated if it had not been previously posted, and marked as adjusted if it had previously been posted.
- (d) The MDSP shall provide any and all rereadings or other corrections to previously provided data no later than ten (10) days after identification of the incorrect data, except where the nature of the irregularity is such that a longer time is required, in which event the MDSP will inform the ESCO or utility of the date of correction.
- (e) If corrective action is not completed within ten (10) days, the utility shall have the right to immediately read the meter. If corrective action is not completed within thirty (30) days, the utility shall have the right to remove the meter or affected metering equipment. Upon removal, the utility shall use all reasonable efforts to substitute a billing meter of the same type and functionality, unless the MSP elects to install a suitable substitute meter. The removed meter will be returned to the owner within (10) days.
- (f) An MSP may be charged a fee not to exceed \$150 for the utility's removal of the MSP's metering, and the customer will not receive the monthly credit for utility metering service.

D. Customer Complaints

1. Receipt of Complaints

- (a) If a customer directs a complaint concerning a competitive meter to the utility, the utility shall inform the customer of its right to the complaint handling procedures provided by the MSP/MDSP, and its right to present its complaint to the Commission if it is not resolved.
- (b) The MSP/MDSP must respond in accordance with the complaint handling procedures it has filed with the Commission.

2. Resolution of Complaints

- (a) At the time the MSP/MDSP informs the customer of its response to the customer's complaint concerning a competitive meter, it shall advise the customer of the Commission's complaint-handling procedures, including the Commission's address and toll-free telephone number.
- (b) If a customer is unable to reach a satisfactory resolution of a dispute concerning a competitive meter with the utility, ESCO, or MSP/MDSP, the customer may complain, either orally or in writing, to the Commission.
- (c) Upon receipt of the complaint, the Commission, or its designee, shall have the authority to request and witness the test of a meter or metering device or otherwise to call for the removal of a metering device to determine device performance under controlled conditions such as those in a meter shop.

CHAPTER V - SWITCHING TO AND FROM COMPETITIVE METERING

A. Applicability of Uniform Business Practices

All applicable switching procedures contained in the Commission's Uniform Business Practices (UBPS) shall apply to switches to and from ESCOs or MSPs offering competitive metering. Provisions related to the voluntary or involuntary discontinuance of services contained in the UBPs shall also apply.

B. Switching To and From Competitive Metering Service

1. Site Work at the Customer's Premises

- (a) If a utility site visit is required, a site visit fee not to exceed \$20 may be assessed by the utility to the MSP providing competitive metering service. In cases where the customer switches between MSPs providing competitive metering, the utility's charge will be assessed to the new MSP.
- (b) The owner of the existing meter must remove or arrange for the removal of its meter, if present; unless the owner of the existing meter and the new MSP mutually agree on one of the following alternatives:
 - (i) the new MSP removes the meter and returns it to the owner;
 - (ii) the owner abandons the meter in place; or
 - (iii) the owner resells the meter to the new MSP at a mutually agreed on price.
- (c) If the owner does not remove or arrange for the removal of the meter within 10 days, the new MSP may remove the meter. If the meter is locked, the new MSP may cut the lock, provided that this can be done without damage to other equipment.
 - (i) If the owner does not recover the meter within 30 days, the meter is deemed abandoned in place.
 - (ii) The owner may be charged a fee not to exceed \$150 for the new MSP removal of the owner's metering.
 - (iii) If the meter cannot be safely removed, the new MSP may bill the owner for its reasonable and customary monthly metering charge. The owner shall not charge the customer for its metering.

2. Data Reporting

- (a) The party removing the meter will report the data regarding such removal as set forth in Chapter III of this document.
- (b) The new MSP will report all other data regarding the switch as set forth in Chapter III of this document.

CHAPTER VI - AUDITING AND REPORTING

A. Responsibilities

1. Staff Responsibilities

The overall responsibility for the auditing of the metering infrastructure shall reside with Staff. Staff activities may include, but are not limited to: performance, or authorizing the performance, of site inspections of a customer's premises; reviews of procedures; inspections of meter testing and repair facilities; witnessing of installations in progress; and any other audits and reviews as deemed necessary by Staff.

2. Utility Responsibilities

Utilities are required to perform audits as called upon by Staff.

3. MSP/MDSP Responsibilities

- (a) MSPs/MDSPs shall cooperate with the audit process.
- (b) MSPs/MDSPs shall report all meter service and meter data service information in accordance with the provisions of this document.
- (c) MSPs shall provide work schedules on request of Staff or the utilities for the purpose of auditing meter installations, meter reading, and other on-site work. In addition, each MSP shall be required to submit a work schedule to each utility for the first 10 installations by the MSP in that utility's service area.

B. Quality Control Audits by Utilities

1. Staff Initiated Audits

At the direction of Staff, the utility will conduct audits of metering sites and of meter maintenance work performed by MSPs. The utility's costs of such audits will be recovered as infrastructure costs as defined in this document.

2. Utility Initiated Audits

A utility, may, at its own expense, audit the performance of MSPs/MDSPs by witnessing the work performed and/or by performing follow-up inspections.

C. Audit Tracking

1. Data Collection

- (a) The utility will track all meter removals, installations, replacements, modifications, and accuracy tests.
- (b) MSPs/MDSPs will provide the utility with data related to all meter removals, installations, replacements, modifications, and accuracy tests within its service territory.
- (c) Data collected as a result of audits or any other field investigations by MSPs, MDSPs, or utilities, regardless of the results, must be forwarded to the utility and the responsible service provider.
- (d) The results of all customer, ESCO or utility requested meter complaint test will be provided to staff. This data will be collected to determine if an in-depth review of a meter service provider should be initiated.
- (e) The utility will maintain a Meter and Site Configuration Database that contains the data needed to insure that all Service Delivery Points are metered.
- (f) MSPs, MDSPs, ESCOs, and utilities will take all appropriate steps to ensure that the data collected is available only to authorized parties.

2. Reporting

- (a) A report will be provided to Staff at the conclusion of each audit by any entity conducting such and audit. The report will also be provided to the MSP/MDSP, which was the subject of the audit and other interested parties upon request.
- (b) Each utility shall provide to Staff, on an annual basis, a list of competitively supplied meters attached to its distribution system, identified by meter number, meter type and responsible service provider.

CHAPTER VII – COST RESPONSIBILITIES

A. General Guidelines

1. Types of Metering Costs

Costs can be differentiated as either “infrastructure” costs, defined as costs to prepare and set up the processes to implement competitive metering, or “operational” costs, defined as costs incurred to process transactions and individual actions within the competitive metering processes.

Infrastructure costs are not directly related to the costs of the individual transactions that will occur within competitive metering, while operational costs are so related.

2. General Principles

- (a) Incremental operational costs incurred by a utility will be recovered from the party(s) that causes the costs and/or obtains the benefit(s) of the competitive metering market.
- (b) Incremental infrastructure costs incurred by a utility that are necessary to create the competitive market will be addressed in the individual utility rate proceedings.
- (c) Except as expressly provided herein, costs incurred by MSPs and MDSPs are recovered through the marketplace.

B. Proposed Fee Schedule

1. Specific Principles

- (a) The fee amounts shall remain in effect for 24 months, until actual field experience can be obtained. If the actual costs of performing the activities can justify a change in the amounts charged, the Commission shall consider adjustments.
- (b) In an effort to bring uniformity and simplicity to the competitive market, the fees will be used throughout the state.
- (c) Utilities, ESCOs, and MSPs should look to the Uniform Business Practices and current tariff rules for guidance on any fees not discussed in the chart.

2. Metering Fees Chart

	Description of Event	Document Cite	Party Causing & Benefits	Party Responsible	Staff's Proposed Fees
1.	MSP requests meter read off schedule	Chapter 1	MSP	MSP	\$20 as in UBP
2.	Utility removes MSP meter, unless otherwise agreed to.	Chapter 3	MSP	MSP	\$150
3.	MSP removes utility meter, unless otherwise agreed to.	Chapter 3	Utility	Utility	\$150
4.	Site visit required to switch a customer's meter from utility or MSP to MSP, including missed appointment.	Chapter 3	MSP	MSP	\$20
5.	Missed appointment by the utility.	Chapter 3	Utility	Utility	\$20
6.	Returning a customer switched without authorization	Uniform Business Practices	MSP	MSP	All reasonable costs incurred by the utility
7.	Utility removes MSP meter to terminate service for non-payment	Chapter 5	Customer	Customer	\$150

Con Edison's charges for special services conform to those outlined in this manual and appear in General Rule 18 of the Company's Schedule for Electricity, P.S.C. No. 10 – Electricity.

Metering Charges for meter ownership, meter services, and meter data services are as specified under each Service Classification of the Schedule for Electricity. As described in General Rule 11 of the Schedule for Electricity, Metering Charges for customers served under either the EDDS Rate Schedule or SC 15 of the Schedule for Electricity are the Metering Charges that would apply under the otherwise applicable Service Classification of the Schedule for Electricity. A customer who own the meter(s) or obtains one or more metering services competitively avoids the monthly charge for each such service.

Charges in the PASNY Rate Schedule are inclusive of costs for metering services. PASNY receives Metering Credits, as shown in that Rate Schedule, if a PASNY Customer owns the meter or takes metering services competitively.

PSC NO: 10 – Electricity
Consolidated Edison Company of New York, Inc.
Initial Effective Date: 11/01/2011

Addendum Type: NEG
Addendum Number: 1

Individually Negotiated Contract 1

- Service will be supplied for supplemental or backup purposes at rates designed in accordance with the Public Service Commission's "Guidelines for the Design of Standby Rates," adopted in Case 99-E-1470.
- The customer would have taken service at Service Classification No. 4, Rate II, but for the customer's on-site generation. Except as modified herein, all rates and charges applicable to similarly situated customers are applicable to this service.
- The transmission components of the rate applicable to service at 138kV will be calculated using the Service Classification ("SC") No. 4 Rate II revenue requirement and an allocation of 25% of costs to Contract Demand charges and 75% of costs to As-used Demand charges.
- The Customer Charge will be calculated using the revenue requirement for the Customer Charge in the SC 4-RA 138 kV standby rate excluding the revenue requirement for metering costs.
- Bills will also include the Monthly Adjustment Clause ("MAC") charge associated with each such charge and Adjustment Factor – MAC, plus the Systems Benefit Charge and the Increase in Rates and Charges thereon.
- Con Edison will supply electric power and energy, including installed capacity, at the Service Classification No. 4 Rate II Market Supply Charge ("MSC") and the Adjustment Factor – MSC, plus the Increase in Rates and Charges thereon.
- The term of the contract is unlimited.
- The Addendum was filed on August 27, 2003, as Tariff Addendum 1 to PSC No. 2 – Retail Access.
- SC 4 was incorporated into SC 9 as of April 1, 2010. As of that date, all references to "SC 4" above refer to "SC 9" instead.

PSC NO: 10 – Electricity
Consolidated Edison Company of New York, Inc.
Initial Effective Date: 11/01/2011

Addendum Type: NEG
Addendum Number: 1

Individually Negotiated Contract 2

- Consolidated Edison Company of New York, Inc. has executed a flexible rate contract for the delivery of electric power to a customer that would have been charged for service under Service Classification No. 9 but for the customer's on-site generation.
- Service will be supplied for supplemental or backup purposes at rates negotiated in accordance with the Public Service Commission's Order Establishing Electric Standby Rates, Case 02-E-0780, July 29, 2003.
- The PSC jurisdictional delivery charges shall be specified negotiated amounts that are subject to specified adjustments.
- The contract became effective on March 1, 2004 and shall remain effective for a five-year period and for up to three additional two-year periods unless earlier terminated by either party upon specified notice.
- The Addendum was filed on February 1, 2005, as Tariff Addendum 3 to PSC No. 2 – Retail Access.

PSC NO: 10 – Electricity
Consolidated Edison Company of New York, Inc.
Initial Effective Date: 04/29/2016
Issued in compliance with order in Case 15-E-0557 dated 03/18/2016

Addendum Type: SIR
Addendum Number: 7

**New York State
Standardized Interconnection Requirements and Application Process
for New Distributed Generators 5 MW or Less Connected in Parallel with Utility
Distribution Systems**

**New York State
Public Service Commission**

March 2016

Table of Contents

Section I. Application Process	3
A. Introduction.....	3
B. Application Process Steps for Systems 50 kW or Less	4
C. Application Process Steps for Systems above 50 kW up to 5 MW	7
D. Web-Based Standard Interconnection Requirements	16
Section II. Interconnection Requirements	18
A. Design Requirements.....	18
1. Common	18
2. Synchronous Generators.....	19
3. Induction Generators	20
4. Inverters	20
5. Minimum Protective Function Requirements	21
6. Metering.....	22
B. Operating Requirements.....	24
C. Dedicated Transformer	25
D. Disconnect Switch.....	26
E. Power Quality	26
F. Power Factor	27
G. Islanding	27
H. Equipment Certification	27
I. Verification Testing	28
J. Interconnection Inventory	29
Section III. Glossary of Terms.....	30
APPENDIX A.....	34
APPENDIX B	42
APPENDIX C	44
APPENDIX D.....	48
APPENDIX E.....	49
APPENDIX F	51
APPENDIX G.....	52

Section I. Application Process

New York State Standardized Interconnection Requirements and Application Process for New Distributed Generators 5 MW or Less Connected in Parallel with Utility Distribution Systems (“SIR”)

A. Introduction

This section provides a framework for processing applications to:

- interconnect new distributed generation (“DG”) facilities with a generator nameplate rating of 5 MW or less [aggregated on the customer side of the point of common coupling (“PCC”)], and
- review any modifications affecting the interface at the PCC to existing DG facilities with a nameplate rating of 5 MW or less (aggregated on the customer side of the PCC) that have been interconnected to the utility distribution system and where an existing contract between the applicant and the utility is in place.

Generation neither designed to operate, nor operating, in parallel with the utility’s electrical system is not subject to these requirements. This section will ensure that applicants are aware of the technical interconnection requirements and utility interconnection policies and practices. This section will also provide applicants with an understanding of the process and information required to allow utilities to review and accept the applicants’ equipment for interconnection in a reasonable and expeditious manner.

The time required to complete the process will reflect the complexity of the proposed project. Projects using previously submitted designs certified per the requirements of Section II.H will move through the process more quickly, and several steps may be satisfied with an initial application depending on the detail and completeness of the application and supporting documentation submitted by the applicant. Applicants submitting systems utilizing certified equipment however, are not exempt from providing utilities with complete design packages necessary for the utilities to verify the electrical characteristics of the generator systems, the interconnecting facilities, and the impacts of the applicants’ equipment on the utilities’ systems.

The application process and the attendant services must be offered on a non-discriminatory basis. The utilities must clearly identify their costs related to the applicants’ interconnections, specifically those costs the utilities would not have incurred but for the applicants’ interconnections. The utilities will keep a log of all applications, milestones met, and justifications for application-specific requirements. The applicants are to be responsible for payment of the utilities’ costs, as provided for herein.

All application timelines shall commence the next Business Day following receipt of information from the applicant.

Staff of the Department of Public Service (“DPS Staff”) will monitor the application process to ensure that applications are addressed in a timely manner. To perform this monitoring function, DPS Staff will meet periodically with utility and applicant representatives.

A glossary of terms used herein is provided in Section III.

B. Application Process Steps for Systems 50 kW or Less

Exception 1: For inverter based systems above 50 kW up to 300 kW, applicants may follow the expedited application process outlined in this section provided that the inverter based system has been certified and tested in accordance with the most recent revision of UL 1741 and the utility has approved the project accordingly. The utility has ten (10) Business Days upon receipt of the original application submittal to determine if the application is complete, project is eligible for the expedited process, and whether it is approved for interconnection if eligible for expedited process. The utility shall notify the applicant in writing of its findings upon review of the application. If the utility determines that the inverter based system is not eligible for the expedited application process, the applicant can:

- 1) Proceed with the remaining steps of Section I.C of the SIR (Systems above 50 kW up to 5 MW); or
- 2) Request a review by DPS Staff.

Exception 2: For non-inverter based system 50 kW or less, the applicant should be aware that additional information and review time may be required by the utility (refer to Step 3). The applicant must include the items required in Step 5 of the Application Process Steps for Systems above 50 kW up to 5 MW in its original application. This exception should not be considered the rule, but used by the utility only in justified situations. Utilities are encouraged to use the expedited process whenever possible. The utility has ten (10) Business Days upon receipt of the original application submittal to determine if the application is complete, project is eligible for expedited process, and whether it is approved for interconnection if eligible for expedited process. The utility shall notify the applicant in writing of its findings upon review of the application. If the utility determines that the non-inverter based system is not eligible for the expedited application process, the applicant can:

- 1) Proceed with the remaining steps of Section I.C of the SIR (Systems above 50 kW up to 5 MW); or
- 2) Request a review by DPS Staff.

Exception 3: For all systems 50 kW or less, that are proposed to be installed in underground secondary network areas, the applicant should be aware that additional information and review time may be required by the utility (refer to Step 3). In some cases, interconnection may not be allowed or approved. DG systems interconnected to underground secondary network systems can cause unique design issues and overall reliability problems for the utilities. For this reason, additional review and analysis may be needed on a case by case basis. The utility has ten (10)

Business Days upon receipt of the original application submittal to determine if the application is complete, project is eligible for the expedited process, and whether it is approved for interconnection if eligible for expedited process. The utility shall notify the applicant in writing of its findings upon review of the application. If the utility determines that the DG system cannot be interconnected, the applicant can request a review by DPS Staff.

STEP 1: Initial Communication from the Potential Applicant

Communication could range from a general inquiry to a completed application.

STEP 2: The Inquiry is Reviewed by the Utility to Determine the Nature of the Project

Technical staff from the utility may discuss the scope of the interconnection with the potential applicant (either by phone or in person) and provide a copy of the SIR document and any utility specific technical specifications that may apply. A utility representative shall be designated to serve as the single point of contact for the applicant in coordinating the potential applicant's project with the utility.

STEP 3: Potential Applicant Files an Application

The potential applicant submits an application package in the name of the customer¹ to the utility. No application fee is required of the applicant for systems 50 kW or less. A complete application package will consist of all items detailed in Appendix F. Electronic submission of all documents is acceptable, inclusive of electronic signature. Electronic signatures must meet the requirements for filing documents electronically with the Secretary of the Commission. The utility has ten (10) Business Days upon receipt of the original application submittal to determine if the application is complete, meets the SIR technical requirements in Section II, and/or approved for interconnection if all other requirements are met. The utility shall notify the applicant by email, fax, or other form of written communication. If the application is deemed not complete by the utility, the utility shall provide a detailed explanation of the deficiencies identified and a list of the additional information required from the applicant. Once it has received the required information, the utility shall notify the applicant of the acceptance or rejection of the application within ten (10) Business days. If the applicant fails to submit the additional information to the utility within thirty (30) Business Days following the date of the utility's written notification, the application shall be deemed withdrawn and no further action on the part of the utility is required.

The utility's notification of acceptance to the applicant shall include an executed New York State

¹ All Net Metering project applications shall be submitted in the customer's name. Per the Community Distributed Generation program Order (15-E-0082), the project sponsor shall submit the interconnection application to the electric utility for approval. The sponsor may be any single entity, including the generation facility developer, an energy service company (ESCO), a municipal entity such as a town or village, a business or not for-profit corporation, a limited liability company, a partnership, or other form of business or civic association.

Standardized Interconnection Contract and the applicant may proceed with the proposed installation. The utility shall also indicate in its response to the applicant whether or not it plans to witness the testing and verification process in person.

An accepted application will be placed in each utility's interconnection inventory upon the utility's receipt of the New York State Standardized Contract executed by the applicant. If the final acceptance as set out in Step 6 below is not completed within twelve (12) months of receipt of such executed copy of the New York State Standardized Contract as a result of applicant inactivity, the utility has the right to notify the applicant by U.S. first class mail with delivery receipt confirmation that the applicant's project will be removed from the utility's interconnection inventory if the applicant does not respond within thirty (30) Business Days of the issue of such notification and provide a project status update and/or justification as to why the project should remain in the utility's interconnection inventory for an additional period of time.

'With respect to an applicant proposing to install a system rated 25 kW or less, that is to be net-metered, if the utility determines that it is necessary to install a dedicated transformer(s) or other equipment to protect the safety and adequacy of electric service provided to other customers, the applicant shall be informed of its responsibility for the actual costs for installing the dedicated transformer(s) and other safety equipment. Appendix E sets forth the responsibility each applicant shall have with respect to the actual cost of the dedicated transformer(s) and other safety equipment.

STEP 4: System Installation

The applicant will install the DG system according to the utility accepted design and the equipment manufacturer's requirements. If there are substantive design variations from the originally accepted system diagram, a revised system diagram (and other drawings for non-inverter based systems) shall be submitted by the applicant for the utility's review and acceptance. All inverter based systems will be allowed to interconnect to the utility system for a period not to exceed two hours, for the sole purpose of assuring proper operation of the installed equipment.

For net metered systems as defined in Section II.A.6, any modifications related to existing metering configurations to allow for net metering shall be completed by the utility within ten (10) Business Days of either notification to the utility that the installation has been completed or request for a verification test, whichever comes first.

STEP 5: The Applicant's Facility is Tested in Accordance with the Standardized Interconnection Requirements

Verification testing will be performed by the applicant in accordance with the written verification test procedure provided by the equipment manufacturer. If the utility requested to witness the testing and verification process in person as required in Step 3, the verification testing will be performed within ten (10) Business Days of the system installation completion date, at a mutually agreeable time. If the utility has opted not to witness the test, the applicant

will send the utility within five (5) Business Days of completion of such tests a written notification certifying that the system has been installed and tested in compliance with the SIR, the utility-accepted design and the equipment manufacturer's instructions. The applicant's facility will be allowed to commence parallel operation upon satisfactory completion of the tests in Step 5. The applicant must have complied with, and must continue to comply with, all contractual and technical requirements.

STEP 6: Final Acceptance

Within five (5) Business Days of receiving the written notification of successful test completion from Step 5, the utility will issue to the applicant a formal letter of acceptance for interconnection. Within five (5) Business Days of the completion of the on-site verification, the utility will issue to the applicant either a formal letter of acceptance for interconnection or a detailed explanation of the deficiencies in the system.

C. Application Process Steps for Systems above 50 kW up to 5 MW

For inverter based systems above 50 kW up to 300 kW, certified and tested in accordance with the most recent revision of UL 1741, applicants and utilities are encouraged, but not required, to use the expedited application process (Section I.B).

Exception 1: For all systems 50 kW up to 5 MW that are proposed to be installed in underground secondary network areas, the applicant should be aware that a CESIR may be required by the utility, based on each utility's specific technical requirements and design considerations on a case-by-case basis. In some cases, interconnection may not be allowed or approved. DG systems interconnected to underground secondary network systems can cause unique design issues and overall reliability problems for the utilities. The utility has ten (10) Business Days upon receipt of the original application submittal to determine if the application is complete and whether it is eligible for interconnection. The utility shall notify the applicant in writing of its findings upon review of the application. If the utility determines that the DG system cannot be interconnected or requires additional information be submitted and/or additional review time is needed, the applicant can:

- (1) Work with the utility on an appropriate timeframe and approval schedule agreeable to both parties; or
- (2) Request a review by DPS Staff.

STEP 1: Initial Communication from the Potential Applicant.

Communication could range from a general inquiry to a completed application.

STEP 2: The Inquiry is Reviewed by the Utility to Determine the Nature of the Project.

Technical staff from the utility may discuss the scope of the interconnection with the potential applicant (either by phone or in person) and shall provide a copy of the SIR and any utility specific technical specifications that may apply. A utility representative shall be designated to serve as the single point of contact for the applicant in coordinating the potential applicant's project with the utility. At this time the applicant may also request that a Pre-Application Report (see Appendix D herein) be provided by the utility. The applicant shall provide a non-refundable fee of \$750 with its request for completion of the Pre-Application Report. The Pre-Application Report shall be provided to the applicant within ten (10) Business Days of receipt of the form and payment of the fee. The Pre-Application Report will be non-binding and shall only provide the electrical system data and information requested that is readily available to the utility. Should the applicant formally apply to interconnect their proposed DG project within fifteen (15) Business Days of receipt of the utility's Pre-Application Report, the \$750 will be applied towards the application fee in Step 3.

STEP 3: Potential Applicant Files an Application

The potential applicant submits an application to the utility in the name of the customer². A complete application package will consist of all items detailed in Appendix F. Electronic submission of all documents is acceptable, inclusive of electronic signature. Electronic signatures must meet the requirements for filing documents electronically with the Secretary of the Commission. If a Pre-Application Report has been provided to the customer, and an application is received by the utility within fifteen (15) Business Days of the date of issue of the Pre-Application Report, a \$750 credit will be applied towards the application fee. Otherwise, payment of a non-refundable \$750 application fee is required except that the application fee shall be refunded to net metering customer-generators unless applied toward the cost of installing a dedicated transformer (s) or other safety equipment. If the applicant proceeds with the project to completion, the application fee will be applied as a payment to the utility's total cost for interconnection, including the cost of processing the application.

The utility shall review the application to determine whether it is complete in accordance with Appendix F, and whether any additional information is required from the applicant. The utility shall notify the applicant in writing within ten (10) Business Days following receipt of the

² All Net Metering project applications shall be submitted in the customer's name. Per the Community Distributed Generation program Order (15-E-0082), the project sponsor shall submit the interconnection application to the electric utility for approval. The sponsor may be any single entity, including the generation facility developer, an energy service company (ESCO), a municipal entity such as a town or village, a business or not for-profit corporation, a limited liability company, a partnership, or other form of business or civic association.

application. If the application is not complete, the utility's notification shall specify what is missing from the application and provide a list of additional information needed. The utility shall notify the applicant by email, fax, or other form of written communication.

If the applicant fails to submit all items required by Appendix F, or to provide additional information identified by the utility within thirty (30) Business Days following the date of the utility's notification, the application shall be deemed withdrawn and no further action on the part of the utility is required.

If the required documentation is presented in this step, it will allow the utility to move to Step 4 and perform the required reviews and allow the process to proceed as expeditiously as possible.

An accepted application will be placed in each utility's interconnection inventory upon the utility's receipt of the New York State Standardized Contract executed by the applicant. If the final acceptance as set out in Step 6 below is not completed within twelve (12) months of receipt of such executed copy of the New York State Standardized Contract as a result of applicant inactivity, the utility has the right to notify the applicant by U.S. first class mail with delivery receipt confirmation that the applicant's project will be removed from the utility's interconnection inventory if the applicant does not respond within thirty (30) Business Days of the issue of such notification and provide a project status update and/or justification as to why the project should remain in the utility's interconnection inventory for an additional period of time.

The utility will refund any advance payments for services or construction not yet completed should the applicant be removed from the utility's interconnection inventory. If the costs incurred by the utility exceed the advance payments made by the applicant prior to removal from the interconnection inventory, the applicant will receive a bill for any balance due to the utility.

STEP 4: Utility Performs Preliminary / Supplemental Screening Analysis and Develops a Cost Estimate for the Coordinated Electric System Interconnection Review (CESIR) if required

The utility shall perform a Preliminary Screening Analysis of the proposed system interconnection utilizing the technical screens A through F detailed in Appendix G. The Preliminary Analysis shall be completed and a written response detailing the results of each screen and the overall outcome of the Preliminary Analysis shall be sent to the applicant within fifteen (15) Business Days of the completion of Step 3. Depending on the results of the Preliminary Analysis and the subsequent choices of the applicant, the following process(es) will apply:

- a. If the Preliminary Analysis finds that the applicant's proposed system passes all of the relevant technical screens (i.e. screens A through F) and is in compliance with the Interconnection Requirements outlined in Section II, there are no requirements for Interconnection Facilities or Distribution Upgrades. As such the utility will return a signed and executed New York State Standardized Interconnection Contract to the applicant and the applicant may proceed with the interconnection process.

If the Preliminary Analysis finds that the applicant's proposed system cannot pass all of the relevant technical screens (i.e. screens A through F), the utility shall provide the technical reasons, data and analysis supporting the Preliminary Analysis results in writing. The applicant shall notify the utility within ten (10) Business Days following such notification whether to (i) proceed to a Preliminary Analysis results meeting, (ii) proceed to Supplemental Review, (iii) proceed to a full CESIR, or (iv) withdraw the Interconnection Request. If the applicant fails to notify the utility of their decision within thirty (30) Business Days of notification of the Preliminary Analysis results, the Interconnection Request shall be removed from the queue and no further action on the part of the utility is required.

i. If the applicant chooses to proceed to a Preliminary Analysis results meeting and modifications that obviate the need for Supplemental Analysis are identified, and the applicant and the utility agree to such modifications, the utility shall return a signed and executed New York State Standardized Interconnection Contract within fifteen (15) Business Days of the Preliminary Analysis results meeting if no Interconnection Facilities or Distribution Upgrades are required. If Interconnection Facilities or Distribution Upgrades are required and agreed to, the utility shall provide the applicant with a non-binding cost estimate of any Interconnection Facilities or Distribution Upgrades within fifteen (15) Business Days of the Preliminary Analysis results meeting. The applicant shall notify the utility within fifteen (15) Business Days following such notification indicating the intention of the applicant to revise its application as requested and proceed with the interconnection process or withdraw its application. The applicant may request one extension of no more than fifteen (15) Business Days to respond. If the applicant fails to notify the utility of their decision within fifteen (15) Business Days of notification of the Preliminary Analysis results, or at the end of the extension, if one was requested, the Interconnection Request shall be removed from the queue and no further action on the part of the utility is required. If the applicant does notify the utility of its intention to accept the proposed upgrades and proceed with interconnection, the utility will return a signed and executed New York State Standardized Interconnection Contract to the applicant within fifteen (15) Business Days of receiving the notification.

If the applicant chooses to proceed to a Preliminary Analysis results meeting and modifications that obviate the need for Supplemental Analysis are not identified and agreed to, the applicant shall notify the utility within ten (10) business days of the meeting of their intention to (i) proceed to Supplemental Analysis, (ii) proceed to a full CESIR, or (iii) withdraw the Interconnection Request. If the applicant fails to notify the utility of their decision within thirty (30) business days, the Interconnection Request shall be removed from the queue and no further action on the part of the utility is required.

ii. Applicants that elect to proceed to Supplemental Analysis shall provide a nonrefundable fee of \$2,500 with their response. The utility shall complete the Supplemental Analysis within twenty (20) Business Days, absent extraordinary circumstances, following authorization and receipt of the fee. If the Supplemental Analysis finds that the applicant's proposed system passes all of the relevant technical screens (i.e. screens G through I) and is in compliance with the Interconnection Requirements outlined in Section II, then there are no requirements for Interconnection

Facilities or Distribution Upgrades. Thus, the utility will return a signed and executed New York State Standardized Interconnection Contract to the applicant within fifteen (15) Business Days of providing the applicant the results of the Supplemental Review and the applicant may proceed with the interconnection process.

If the Supplemental Analysis finds that the applicant's proposed system cannot pass all of the relevant technical screens (i.e. screens G through I), the utility shall provide the technical reasons, data, and analysis supporting the Supplemental Analysis results in writing. The applicant shall notify the utility within ten (10) Business Days following such notification whether to (i) proceed to a Supplemental Analysis results meeting, (ii) proceed to a full CESIR, or (iii) withdraw the Interconnection Request. If the applicant fails to notify the utility of their decision within thirty (30) Business Days of notification of the Preliminary Analysis results, the Interconnection Request shall be removed from the queue and no further action on the part of the utility is required.

i. If the applicant chooses to proceed to a Supplemental Analysis results meeting and modifications that obviate the need for a CESIR are identified, and the applicant and the utility agree to such modifications, the utility shall return a signed and executed New York State Standardized Interconnection Contract within fifteen (15) Business Days of the Preliminary Analysis results meeting if no Interconnection Facilities or Distribution Upgrades are required. If Interconnection Facilities or Distribution Upgrades are required and agreed to, the utility shall provide the applicant with a non-binding cost estimate of any Interconnection Facilities or Distribution Upgrades within fifteen (15) Business Days of the Supplemental Analysis results meeting. The applicant shall notify the utility within fifteen (15) Business Days following such notification indicating the intention of the applicant to accept the upgrades and proceed with the interconnection process or withdraw its application. The applicant may request one extension of no more than fifteen (15) Business Days to respond. If the applicant fails to notify the utility of their decision within fifteen (15) Business Days of notification of the Preliminary Analysis results, or at the end of the extension, if one was requested, the Interconnection Request shall be deemed inactive and no further action on the part of the utility will be required until positive confirmation is received. If the applicant does notify the utility of its intention to accept the upgrades and proceed with interconnection, the utility will return a signed and executed New York State Standardized Interconnection Contract to the applicant within fifteen (15) Business Days of receiving the notification.

ii. If the applicant chooses to proceed to a Supplemental Review results meeting and modifications that obviate the need for Supplemental analysis are not identified and agreed to, the applicant shall notify the utility, within ten (10) business days of the meeting, of their intention to proceed to a full CESIR or withdraw the Interconnection Request. If the applicant fails to notify the utility of their decision within thirty (30) business days, the Interconnection Request shall be removed from the queue and no further action on the part of the utility is required.

iii. If the applicant and the utility are unable to identify or agree to modifications that enable the applicant to pass either the Initial or Supplemental Analysis or if the applicant

chooses at any time in the above process to proceed directly to a CESIR, the utility shall provide the applicant with an estimate of costs associated with the completion of the CESIR within five (5) Business Days of the final notification to/from the applicant. The applicant shall notify the utility within ten (10) business days of receiving this cost estimate of their intention to proceed to a full CESIR and move on to Step 5 or to withdraw their application.”

An accepted application will be placed in each utility’s interconnection inventory upon the utility’s receipt of the New York State Standardized Contract executed by the applicant. If the final acceptance as set out in Step 11 below is not completed within twelve (12) months of receipt of such executed copy of the New York State Standardized Contract as a result of applicant inactivity, the utility has the right to notify the applicant by U.S. first class mail with delivery receipt confirmation that the applicant’s project will be removed from the utility’s interconnection inventory if the applicant does not respond within thirty (30) Business Days of the issue of such notification and provide a project status update and/or justification as to why the project should remain in the utility’s interconnection inventory for an additional period of time.

STEP 5: Applicant Commits to the Completion of the CESIR

Prior to commencement of the CESIR, the applicant shall provide the following information to the utility:

- a complete, detailed interconnection design package
- the name, phone number, and agent letter of authorization (if appropriate) of the individual(s) responsible for addressing technical and contractual questions regarding the proposed system, and
- if applicable, advance payment of the costs associated with the completion of the CESIR.

The complete detailed interconnection design package shall include:

- (1) Electrical schematic drawing(s), including a site plan, reflecting the complete proposed system design which are easily interpreted and of a quality necessary for full interconnection. The drawings shall show all electrical components proposed for the installation and their connections to the existing on-site electrical system from that point to the PCC, and shall be clearly marked to distinguish between new and existing equipment. For those systems proposed to be interconnected at a system voltage of 1000 volts or greater, the drawings shall be sealed by a NYS licensed Professional Engineer.
- (2) A complete listing of all interconnection devices proposed for use at the PCC. A set of specifications for this equipment shall be provided by the applicant upon request from the utility.
- (3) The written verification test procedure provided by the equipment manufacturer, if such procedure is required by this document. For non-inverter based systems, testing equipment must be capable of measuring that protection settings operate within the appropriate times and thresholds set forth in Section II.

(4) Three (3) copies of the following information:

- Proposed three line diagram of the generation system showing the interconnection of major electrical components within the system. Single line diagrams shall be acceptable for single phase installations. Proposed equipment ratings clearly need to indicate:
 - 1) Number, individual ratings, and type of units comprising the above rating;
 - 2) General high voltage bus configuration and relay functions; and
 - 3) Proposed generator step-up transformer MVA ratings, impedances, tap settings and winding voltage ratings;
- Electrical studies as requested by the utility to demonstrate that the design is within acceptable limits, inclusive and not limited to the following: system fault, relay coordination, flicker, voltage drop, and harmonics. This shall include all relay, communication, and controller set points.

If the utility determines that the detailed interconnection design package provided by the applicant is incomplete or otherwise deficient, the utility shall notify the applicant within ten (10) Business Days and provide a detailed explanation of the deficiencies identified and a list of what is required by the applicant. Unless otherwise notified by the utility, the CESIR review period begins upon confirmed receipt and acceptance of the applicants interconnection design package and associated fees.

STEP 6: Utility Completes the CESIR

The CESIR will consist of two parts:

- (1) a detailed review and explanation of the impacts to the utility system associated with the interconnection of the proposed system, and
- (2) a detailed review and explanation of the proposed system's compliance with the applicable criteria set forth below.

A CESIR will be performed by the utility to determine if the proposed generation on the circuit results in any protective coordination, fault current, thermal, voltage, power quality, or equipment stress concerns.

The CESIR shall be completed within sixty (60) Business Days of receipt of the information set forth in Step 5. For systems utilizing type-tested equipment, the time required to complete the CESIR may be reduced. The utility shall complete the CESIR within sixty (60) Business Days, absent extraordinary circumstances, following authorization, receipt of the CESIR fee, and complete information set forth in Step 5. If the applicant fails to provide the utility authorization to proceed, CESIR fee and information requested within thirty (30) Business Days, the interconnection request shall be removed from the queue and no further action on the part of the utility is required.

For systems above 2 MW up to 5 MW, additional studies may often be required. A mutually agreed-upon schedule for a CESIR for these systems will not exceed an additional twenty (20) Business Days, or eighty (80) Business Days in total.

Upon completion of the CESIR, the utility will provide the following, in writing, to the applicant:

- (1) notification of whether the proposed system meets the applicable criteria considered in the CESIR process;
- (2) utility system impacts, if any;
- (3) a description of where the proposed system is not in compliance with these requirements;
- (4) detailed description of reasoning and justification for any system upgrades and associated equipment deemed necessary for interconnection of the project;
- (5) a good faith, detailed estimate of the total cost of completion of the interconnection of the proposed system and/or a statement of cost responsibility for a dedicated transformer(s) or other required interconnection equipment, which is valid for sixty (60) Business Days. This estimate must meet the following requirements:
 - (a) with respect to an applicant that is not to be net- metered, an estimate shall be provided and shall include the costs associated with any required modifications to the utility system, administration, metering, and on-site verification testing;
 - (b) with respect to an applicant that is to be net-metered and that is a Farm Wind, Farm Waste, Non-Residential Wind, Non-Residential Micro-hydroelectric, Non-Residential Fuel Cell or Non- Residential Solar applicant intending to install electric generating equipment with a rated capacity of more than 25 kW, an estimate shall be provided and shall include the applicant's responsibility for the actual cost of installing any dedicated transformer(s) and other safety equipment up to the maximum set forth in subsection (c) below;
 - (c) with respect to an applicant that is to be net- metered, if the utility determines that it is necessary to install a dedicated transformer(s) or other equipment to protect the safety and adequacy of electric service provided to other customers, the applicant shall be informed of its responsibility for the actual costs for installing the dedicated transformer(s) and other safety equipment. The table in Appendix F reflects the maximum responsibility each designated applicant shall have with respect to the actual cost of the dedicated transformer(s) and other safety equipment;

Appendix E sets forth the responsibility each applicant shall have with respect to the actual cost of the dedicated transformer(s) and other safety equipment.

Utility cost estimates provided in the CESIR shall be detailed and broken down by specific equipment requirements, material needs, labor, overhead, and any other categories or efforts incorporated in the estimate. Contingencies associated with the cost estimates shall not exceed +/- 25%.

STEP 7: Applicant Commits to Utility Construction of Utility's System Modifications

The applicant and utility will execute the New York Standardized Interconnection Contract for interconnection and the applicant will provide the utility with an advance payment of 25% of the utility's estimated costs as identified in Step 6 within sixty (60) Business Days. .

The utility is not required to procure any equipment or materials associated with the project or begin construction until full payment has been received. The applicant has a total of one hundred twenty (120) Business Days to provide full payment to the utility from the time of the executed contract. Utility retains the right to re-assess the project's inventory position if the applicant exceeds either of these timeframes.

STEP 8: Project Construction

The applicant shall build the facility in accordance with the utility-accepted design. The utility shall commence construction/installation of system modifications and metering requirements as identified in Step 6. Utility system modifications will vary in construction time depending on the extent of work and equipment required; the schedule for this work is to be discussed and agreed upon with the applicant in Step 6.

STEP 9: The Applicant's Facility is Tested in Accordance with the Standardized Interconnection Requirements

The verification testing shall be performed by the applicant in accordance with the written test procedure(s) provided by the applicant in Step 5 and any site-specific requirements identified by the utility in Step 6. The final verification testing shall be conducted within ten (10) Business Days of notification to the utility by the applicant of complete installation at a mutually agreeable time, and the utility shall be given the opportunity to witness the tests. If the utility opts not to witness the tests, the applicant shall send the utility within five (5) Business Days of completion of such testing a written notification certifying that the system has been installed and tested in compliance with the SIR, the utility-accepted design, and the equipment manufacturer's instructions.

STEP 10: Interconnection

The applicant's facility will be allowed to commence parallel operation upon satisfactory completion of the tests in Step 9. In addition, the applicant must have complied with and must continue to comply with the contractual and technical requirements.

STEP 11: Final Acceptance and Utility Cost Reconciliation

If the utility witnessed the verification testing, then, within ten (10) Business Days of the completion of such testing, the utility will issue to the applicant either a formal letter of acceptance for interconnection or a detailed explanation of the deficiencies in the system. If the utility did not witness the verification testing, then, within ten (10) Business Days of receiving the written test notification from Step 9, the utility will either issue to the applicant a formal letter of acceptance for interconnection, or will request that the applicant and utility set a date and time to witness operation of the DG system. This witnessed verification testing must be completed within twenty (20) Business Days after being requested. Within ten (10) Business Days of the completion of any such witnessed testing, the utility will issue to the applicant either a formal letter of acceptance for interconnection or a detailed explanation of the deficiencies in the DG system. At this time, the utility shall prepare and submit to the applicant a final reconciliation invoice of its actual costs minus the application fee and advance payments made by the applicant. The invoice shall be submitted within thirty (30) days of the later of the completion of the accepted installation or the submission of final “as builts” by the applicant. The applicant will receive either a bill for any balance due or a reimbursement for overpayment as determined by the utility’s reconciliation, except that a net metering applicant may not be charged in excess of the cost of installing the dedicated transformer(s) or other safety equipment described above in Step 6. The applicant may contest the reconciliation with the utility. If the utility’s final reconciliation invoice states a balance due from the applicant, unless it is challenged by a formal complaint interposed by the applicant, it shall be paid to the utility within thirty (30) business days or the utility reserves the right to lock the generating system offline. If the utility’s final reconciliation invoice states a reimbursement for overpayment to be paid by the utility, unless the reimbursement amount is challenged by a formal complaint interposed by the applicant, it shall be paid to the applicant within thirty (30) business days. If the applicant is not satisfied, a formal complaint may be filed with the Commission.

D. Web-Based Standard Interconnection Requirements

Each utility shall maintain a web-based system to provide customers and contractors current information regarding the status of their SIR application process. The system shall be customer specific and post the current status of the SIR process. At a minimum the following content shall be provided:

1. The applicant’s name and project/application identification number.
2. Description of the project, including at a minimum, the project’s type (energy source), size, metering, and location.
3. SIR project application status, including all the steps completed and to be completed, along with corresponding completion/deadline dates associated with each step.
 - If the next action is to be taken by the utility, the expected date that action will be completed,
 - If the next action is to be taken by the applicant, what exactly is required and a contact for more information,
4. Information regarding any outstanding information request made by the utility of the applicant, and

5. The status of all amounts paid and/or due to the utility by the applicant.

Access shall be available for the customer and their authorized agent(s), such that both can access the information. The web site must be, however, secure and private from unauthorized access.

The utility web site shall also provide the ability for applicants with systems 25 kW and less to submit their application for interconnection via the web. The web-based application process must be consistent with Appendix B of the SIR and include the ability to attach associated documentation or drawings associated with each project. Electronic signatures shall be accepted and approved by utilities on associated documentation for this process.

Section II. Interconnection Requirements

A. Design Requirements

1. Common

The generator-owner shall provide appropriate protection and control equipment, including a protective device that utilizes an automatic disconnect device that will disconnect the generation in the event that the portion of the utility system that serves the generator is de-energized for any reason or for a fault in the generator-owner's system. The generator-owner's protection and control equipment shall be capable of automatically disconnecting the generation upon detection of an islanding condition and upon detection of a utility system fault.

The type and size of the generation facility is based on electrical generator nameplate data (AC output).

The generator-owner's protection and control scheme shall be designed to ensure that the generation remains in operation when the frequency and voltage of the utility system is within the limits specified by the required operating ranges. Upon request from the utility, the generator-owner shall provide documentation detailing compliance with the requirements set forth in this document.

The specific design of the protection, control, and grounding schemes will depend on the size and characteristics of the generator-owner's generation, as well the generator-owner's load level, in addition to the characteristics of the particular portion of the utility's system where the generator-owner is interconnecting.

The generator-owner shall have, as a minimum, an automatic disconnect device(s) sized to meet all applicable local, state, and federal codes and operated by over and under voltage and over and under frequency protection. For three-phase installations, the over and under voltage function should be included for each phase and the over and under frequency protection on at least one phase. All phases of a generator or inverter interface shall disconnect for voltage or frequency trip conditions sensed by the protective devices. Voltage protection shall be wired phase to ground for single phase installations and for applications using wye grounded-wye grounded service transformers.

The settings below are listed for single-phase and three-phase applications using wye grounded-wye grounded service transformers or wye grounded-wye grounded isolation transformers. For applications using other transformer connections, a site-specific review will be conducted by the utility and the revised settings identified in Step 6 of the Application Process.

The requirements set forth in this document are intended to be consistent with those contained in the most current version of IEEE Std 1547, Standard for Interconnecting Distributed Resources with Electric Power Systems. The requirements in IEEE Std 1547 above and beyond those contained in this document shall be followed and any other Standards included in or referenced

to in IEEE Std 1547 shall be adhered to.

Voltage Response

The required operating range for the generators shall be from 88% to 110% of nominal voltage magnitude. In addition, the generator shall not cause the system voltage at the PCC to deviate from a range of 95% to 105% of the utility system voltage. For excursions outside these limits the protective device shall automatically initiate a disconnect sequence from the utility system as detailed in the most current version of IEEE Std 1547. Clearing time is defined as the time the range is initially exceeded until the generator-owner's equipment ceases to energize the PCC and includes detection and intentional time delay. Other static or dynamic voltage functionalities shall be permitted as agreed upon by the utility and generator-owner

Frequency Response

The required operating range for the generators shall be from 59.3 Hz to 60.5 Hz If deemed necessary due to abnormal system conditions the utility may request that the generator operate at frequency ranges below 59.3 Hz in coordination with the load shedding schemes of the utility system . For excursions outside these limits the protective device shall automatically initiate a disconnect sequence from the utility system as detailed in the most current version of IEEE Std 1547. Clearing time is defined as the time the range is initially exceeded until the generator-owner's equipment ceases to energize the PCC and includes detection and intentional time delay. Other static or dynamic frequency functionalities shall be permitted as agreed upon by the utility and generator-owner

Reconnection to the Utility System

If the generation facility is disconnected as a result of the operation of a protective device, the generator-owner's equipment shall remain disconnected until the utility's service voltage and frequency have recovered to acceptable voltage and frequency limits as defined in the most current version of IEEE Std 1547 for a minimum of five (5) minutes. Systems greater than 25 kW that do not utilize inverter based interface equipment shall not have automatic recloser capability unless otherwise approved by the utility. If the utility determines that a facility must receive permission to reconnect, then any automatic reclosing functions must be disabled and verified to be disabled during verification testing.

2. Synchronous Generators

Synchronous generation shall require synchronizing facilities. These shall include automatic synchronizing equipment or manual synchronizing with relay supervision, voltage regulator, and power factor control.

For all synchronous generators sufficient reactive power capability shall be provided by the generator-owner to withstand normal voltage changes on the utility's system. The generator voltage VAR schedule, voltage regulator, and transformer ratio settings shall be jointly determined by the utility and the generator-owner to ensure proper coordination of voltages and

regulator action. Generator-owners shall have synchronous generator reactive power capability to withstand voltage changes up to 5% of the base voltage levels.

A voltage regulator must be provided and be capable of maintaining the generator voltage under steady state conditions within plus or minus 1.5% of any set point and within an operating range of plus or minus 5% of the rated voltage of the generator.

Generator-owners shall adopt one of the following grounding methods for synchronous generators:

- a) Solid grounding
- b) High- or low-resistance grounding
- c) High- or low-reactance grounding
- d) Ground fault neutralizer grounding

Synchronous generators shall not be permitted to connect to utility secondary network systems without the acceptance of the utility.

3. Induction Generators

Induction generation may be connected and brought up to synchronous speed (as an induction motor) if it can be demonstrated that the initial voltage drop measured at the PCC is acceptable based on current inrush limits. The same requirements also apply to induction generation connected at or near synchronous speed because a voltage dip is present due to an inrush of magnetizing current. The generator-owner shall submit the expected number of starts per specific time period and maximum starting kVA draw data to the utility.

Starting or rapid load fluctuations on induction generators can adversely impact the utility's system voltage. Corrective step-switched capacitors or other techniques may be necessary. These measures can, in turn, cause ferroresonance. If these measures are installed on the customer's side of the PCC, the utility will review these measures and may require the customer to install additional equipment.

4. Inverters

Direct current generation can only be installed in parallel with the utility's system using a synchronous inverter. The design shall be such as to disconnect this synchronous inverter upon a utility system event. Inverters intended to provide local grid support during system events that result in voltage and/or frequency excursions as described in Section II.A.1 shall be provided with the required onboard functionality to allow for the equipment to remain online for the duration of the event.

It is recommended that equipment be selected from the Department of Public Service "Certified Interconnection Equipment list" maintained on the Commission's website. Interconnected DG systems utilizing equipment not found in such list must meet all functional requirements of the current version of IEEE Std 1547 and be protected by utility grade relays (as defined in these

requirements) using settings approved by the utility and verified in the field. The field verification test must demonstrate that the equipment meets the voltage and frequency requirements detailed in this section.

Synchronization or re-synchronization of an inverter to the utility system shall not result in a voltage deviation that exceeds the requirements contained in Section II.E, Power Quality. Only inverters designed to operate in parallel with the utility system shall be utilized for that purpose.

5. Minimum Protective Function Requirements

Protective system requirements for distributed generation facilities result from an assessment of many factors, including but not limited to:

- Type and size of the distributed generation facility
- Voltage level of the interconnection
- Location of the distributed generation facility on the circuit
- Distribution transformer
- Distribution system configuration
- Available fault current
- Load that can remain connected to the distributed generation facility under isolated conditions
- Amount of existing distributed generation on the local distribution system.

As a result, protection requirements cannot be standardized according to any single criteria. Minimum protective function requirements shall be as detailed in the table below. Function numbers, as detailed in the latest version of ANSI C37.2, are listed with each function. All voltage, frequency, and clearing time set points shall be field adjustable.

Synchronous Generators	Induction Generators	Inverters
Over/Under Voltage (Function 27/59)	Over/Under Voltage (Function 27/59)	Over/Under Voltage (Function 27/59)
Over/Under Frequency (Function 81O/81U)	Over/Under Frequency (Function 81O/81U)	Over/Under Frequency (Function 81O/81U)
Anti-Islanding Protection	Anti-Islanding Protection	Anti-Islanding Protection
Overcurrent (Function 50P/50G/51P/51G)	Overcurrent (Function 50P/50G/51P/51G)	Overcurrent (Function 50P/50G/51P/51G)

The need for additional protective functions shall be determined by the utility on a case- by-case basis. If the utility determines a need for additional functions, it shall notify the generator-owner in writing of the requirements. The notice shall include a description of the specific aspects of the utility system that necessitate the addition, and an explicit justification for the necessity of the

enhanced capability. The utility shall specify and provide settings for those functions that the utility designates as being required to satisfy protection practices. Any protective equipment or setting specified by the utility shall not be changed or modified at any time by the generator-owner without written consent from the utility.

The generator-owner shall be responsible for ongoing compliance with all applicable local, state, and federal codes and standardized interconnection requirements as they pertain to the interconnection of the generating equipment. Protective devices shall utilize their own current transformers and potential transformers and not share electrical equipment associated with utility revenue metering.

A failure of the generator-owner's protective devices, including loss of control power, shall open the automatic disconnect device, thus disconnecting the generation from the utility system. A generator-owner's protection equipment shall utilize a non-volatile memory design such that a loss of internal or external control power, including batteries, will not cause a loss of interconnection protection functions or loss of protection set points.

All interface protection and control equipment shall operate as specified independent of the calendar date.

6. Metering

The need for additional revenue metering or modifications to existing metering will be reviewed on a case-by-case basis and shall be consistent with metering requirements adopted by the Commission.

Any incremental metering costs are included in interconnection costs that may be required of an applicant.

The following tables summarize the New York Net Metering Rules:

New York (PSL §66-j) - Net Metering*

Incentive Type:	Net Metering Rules								
Eligible Renewable/Other Technologies:	Solar			Micro-hydroelectric		Biogas	Micro CHP	Fuel Cell	
Applicable Sectors:	Residential	Non-Residential	Farm Service Solar	Residential	Non-Residential	Farm-Waste & Non-Residential	Residential	Residential	Non-Residential
Limit on System Size:	25 kW	Up to 2 MW	Up to 100 kW	25 kW	Up to 2 MW	1 MW	10 kW	10 kW	Up to 2 MW
Remote Net Metering:	No**	Yes	Yes	No**	Yes	Yes	No	No**	Yes
Limit on Overall Enrollment:	6% of 2005 Electric Demand per IOU for Solar, Biogas, Micro CHP, Micro-hydroelectric and Fuel Cells combined.								

New York (PSL §66-1) - Net Metering*			
Incentive Type:	Net Metering Rules		
Eligible Renewable/Other Technologies:	Wind		
Applicable Sectors:	Residential	Non-Residential	Farm-Service Wind
Limit on System Size:	25 kW	Up to 2 MW	500 kW
Remote Net Metering	No**	Yes	Yes
Limit on Overall Enrollment:	.3% of 2005 Demand per IOU		

* Refer to specific utility tariff leaves for more detailed rules and regulations applicable to net metering.

** Residential customers who own or operate a farm operation as defined by Agriculture and Markets Law §301(11) and locate solar photovoltaic, micro-hydroelectric, wind, or fuel cells on property owned or leased by the customer are also eligible for remote net metering.

B. Operating Requirements

The generator-owner shall provide a 24-hour telephone contact. This contact will be used by the utility to arrange access for repairs, inspection, or emergencies. The utility will make such arrangements (except for emergencies) during normal business hours.

Voltage and frequency trip set point adjustments shall be accessible to service personnel only.

Any changes to these settings must be reviewed and approved by the utility.

The generator-owner shall not supply power to the utility during any outages of the utility system that serves the PCC. The generator-owner's generation may be operated during such outages only with an open tie to the utility. Islanding will not be permitted. The generator-owner shall not energize a de-energized utility circuit for any reason.

The disconnect switch specified for system size larger than 25 kW and non-inverter based systems of 25 kW or less in Section II.D, Disconnect Switch, may be opened by the utility at any time for any of the following reasons:

- a. to eliminate conditions that constitute a potential hazard to utility personnel or the general public;
- b. pre-emergency or emergency conditions on the utility system;
- c. a hazardous condition is revealed by a utility inspection;

- d. protective device tampering;
- e. parallel operation prior to utility approval to interconnect.

The disconnect switch may be opened by the utility for the following reasons, after notice to the responsible party has been delivered and a reasonable time to correct (consistent with the conditions) has elapsed:

- a. A generator-owner has failed to make available records of verification tests and maintenance of its protective devices;
- b. A generator-owner's system adversely impacts the operation of utility equipment or equipment belonging to other utility customers;
- c. A generator-owner's system is found to adversely affect the quality of service to adjoining customers.

The utility will provide a name and telephone number so that the generator-owner can obtain information about the utility lock-out.

The generator-owner shall be allowed to disconnect from the utility without prior notice in order to self-generate.

If a generator-owner proposes any modification to the system that has an impact on the interface at the PCC after it has been installed and a contract between the utility and the generator-owner has already been executed, then any such modifications must be reviewed and approved by the utility before the modifications are made.

C. Dedicated Transformer

The utility reserves the right to require a power-producing facility to connect to the utility system through a dedicated transformer. The transformer shall either be provided by the connecting utility at the generator-owner's expense, purchased from the utility, or conform to the connecting utility's specifications. The transformer that is part of the normal electrical service connection of a generator-owner's facility may meet this requirement if there are no other customers supplied from it. A dedicated transformer is not required if the installation is designed and coordinated with the utility to protect the utility system and its customers adequately from potential detrimental net effects caused by the operation of the generator.

If the utility determines a need for a dedicated transformer, it shall notify the generator-owner in writing of the requirements. The notice shall include a description of the specific aspects of the utility system that necessitate the addition, the conditions under which the dedicated transformer is expected to enhance safety or prevent detrimental effects, and the expected response of a normal, shared transformer installation to such conditions.

D. Disconnect Switch

Generating equipment with system size larger than 25 kW and non-inverter based systems of 25 kW or less shall be capable of being isolated from the utility system by means of an external, manual, visible, gang-operated, load break disconnecting switch. The disconnect switch shall be installed, owned, and maintained by the customer- generator, and located between the generating equipment and its interconnection point with the utility system.

The disconnect switch must be rated for the voltage and current requirements of the installation.

The basic insulation level (BIL) of the disconnect switch shall be such that it will coordinate with that of the utility's equipment. Disconnect devices shall meet applicable requirements of the most current revision of UL, ANSI, and IEEE standards, and shall be installed to meet all applicable local, state, and federal codes. (New York City Building Code may require additional certification.)

The disconnect switch shall be clearly marked, "Generator Disconnect Switch," with permanent 3/8 inch or larger letters.

The customer-generator will propose, and the utility will approve, the location of the disconnect switch. The location and nature of the disconnect switch shall be indicated in the immediate proximity of the electric service entrance. The disconnect switch shall be readily accessible for operation and locking by utility personnel in accordance with Section II.B, Operating Requirements. The disconnect switch must be lockable in the open position with a 3/8" shank utility padlock.

For installations above 600V or with a full load output of greater than 960A, a draw-out type circuit breaker with the provision for padlocking at the draw-out position will not be an acceptable disconnect switch for the purposes of this requirement unless the use of such a circuit breaker is specifically granted by the utility, based on site-specific technical requirements. If the utility grants such use, the generator-owner will be required, upon the utility's request, to provide qualified operating personnel to open the draw-out circuit breaker and ensure isolation of the DG system, with such operation to be witnessed by the utility followed immediately by the utility locking the device to prevent re-energization. In an emergency or outage situation, where there is no access to the draw- out breaker or no qualified personnel, utilities may disconnect the electric service to the premise in order to isolate the DG system.

E. Power Quality

The maximum harmonic limits for electrical equipment shall be in accordance with the latest version of IEEE Std 519 IEEE Recommended Practices and Requirements for Harmonic Control in Electric Power Systems to limit the maximum individual frequency voltage harmonic to 3% of the fundamental frequency and the total harmonic distortion (THD) to 5% on the utility side of the PCC. Mitigation measures necessary to comply with these requirements shall at the generator-owner's expense.

F. Power Factor

If the average power factor, as measured at the PCC, is less than 0.9 (leading or lagging), the method of power factor correction necessitated by the installation of the generator will be negotiated with the utility as a commercial item. If the average power factor of the generator is proven to be above the minimum of 0.9 (leading or lagging) by the customer and accepted by the utility, that power factor value shall be used for any further utility design calculations and requirements.

Induction power generators may be provided VAR capacity from the utility system at the generator-owner's expense. The installation of VAR correction equipment by the generator-owner on the generator-owner's side of the PCC must be reviewed and approved by the utility prior to installation.

G. Islanding

Systems must be designed and operated so that islanding is not sustained on utility distribution circuits or on substation bus and transmission systems. The requirements listed in this document are designed and intended to prevent islanding. Special protection schemes and system modifications may be necessary based on the capacity of the proposed system and the configuration and existing loading on the subject circuit.

The need for zero sequence voltage (3Vo) and direct transfer trip (DTT) protection schemes shall be evaluated based on minimum loads on the associated feeder and substation bus, including certain fault conditions resulting from system installation to protect for an islanded condition.

H. Equipment Certification

In order for the equipment to be acceptable for interconnection to the utility system without additional protective devices, the interface equipment must be equipped with the minimum protective function requirements listed in the table in Section II.A.5 and be tested by a Nationally Recognized Testing Laboratory (NRTL) recognized by the United States Occupational Safety and Health Administration (OSHA) in compliance with the most current revision of UL 1741.

For each interconnection application, documentation including the proposed equipment certification, stating compliance with UL 1741 by an NRTL, shall be provided by the applicant to the utility. Supporting information from an NRTL website or UL's website stating compliance is acceptable for documentation.

If an equipment manufacturer, vendor, or any other party desires, documentation indicating compliance as stated above may be submitted to the Department of Public Service for listing under the "Certified Interconnection Equipment (Certified Equipment)" list on the Commission's website (<http://www.dps.ny.gov/distgen.htm>).

Certification information for equipment tested and certified to the most current revision of UL 1741 by a non-NRTL shall be provided by the manufacturer, or vendor to the contacts listed on

the Public Service Commission's website (<http://www.dps.ny.gov/distgen.htm>) for review before final acceptance and posting under the Certified Equipment list. Utilities are not responsible for reviewing and approving equipment tested and certified by a non-NRTL.

If equipment is UL 1741 certified by an NRTL and compliance documentation is submitted to the utility, the utility shall accept such equipment for interconnection in New York State. All equipment certified to the most current revision of UL 1741 by an NRTL shall be deemed 'certified equipment' even if it does not appear on the Commission's website under the Certified Equipment list.

Utility grade relays need not be certified per the requirements of this section.

For DG systems that are already interconnected with the utility's electrical system and seek to use the New York State Standardized Interconnection Requirements and Application Process in order to qualify for net metering, no DG system will be required to obtain recertification the latest equipment certification standards, as long as the DG system met the equipment certification requirements by the utility in effect at the time of the DG unit's interconnection.

I. Verification Testing

All interface equipment must include a verification test procedure as part of the documentation presented to the utility. Except for the case of small single-phase inverters as discussed later, the verification test must establish that the protection settings meet the SIR requirements. The verification testing may be site-specific and is conducted periodically to assure continued acceptable performance.

Upon initial parallel operation of a generating system, or any time interface hardware or software is changed, the verification test must be performed. A qualified individual must perform verification testing in accordance with the manufacturer's published test procedure. Qualified individuals include professional engineers, factory-trained and certified technicians, and licensed electricians with experience in testing protective equipment. The utility reserves the right to witness verification testing or require written certification that the testing was successfully performed.

Verification testing shall be performed at least once every four years. All verification tests prescribed by the manufacturer shall be performed. If wires must be removed to perform certain tests, each wire and each terminal must be clearly and permanently marked. The generator-owner shall maintain verification test reports for inspection by the utility.

Single-phase inverters and inverter systems rated 25 kW and below shall be verified upon initial parallel operation and once every four years as follows: the generator-owner shall interrupt the utility source and verify that the equipment automatically disconnects and does not reconnect for at least five minutes after the utility source is reconnected. The owner shall maintain a log of these operations for inspection by the connecting utility. Any system that depends upon a battery for trip power shall be checked and logged at least annually for proper voltage. Once every four (4) years the battery must be either replaced or a discharge test performed.

J. Interconnection Inventory

The utilities will manage the queue of interconnection applications in their inventories in the order in which they are received and according to the timelines set forth in this document.

To ensure applications are addressed in a timely manner and monitor the overall interconnection activities, utilities shall submit an SIR inventory of projects monthly to the Public Service Commission by the 15th day of the following month. Therefore, 12 interconnection inventory submissions shall be provided each year by each of the electric utilities. Utilities shall provide DPS Staff with redacted and unredacted versions of its interconnection inventory, including the current queue, for the associated time period in Excel format. At a minimum the following information shall be provided in the inventory:

1. Utility Name
2. Applicant Name
3. System Type
4. System Capacity
5. Net Metered (Yes/No)
6. Protective Equipment
7. Application Review Start and End date
8. Preliminary Screening Analysis Start and End date
9. CESIR Start and End date
10. CESIR Costs
11. Utility Interconnection Costs
12. Customer Interconnection Costs
13. Utility System Upgrade Costs
14. Customer System Upgrade Costs
15. Verification Testing date
16. Final Letter of Acceptance date
17. Total percentage of SIR connected demand

Monthly Interconnection Inventory submissions should also be accompanied by the Net Metering Cap summary information tracked by each utility.

Section III. Glossary of Terms

Automatic Disconnect Device: An electronic or mechanical switch used to isolate a circuit or piece of equipment from a source of power without the need for human intervention.

Business Day: Monday through Friday, excluding utility holidays.

Cease to Energize: Cessation of energy flow capability

Coordinated Electric System Interconnection Review: Any studies performed by utilities to ensure that the safety and reliability of the electric grid with respect to the interconnection of distributed generation as discussed in this document.

Customer-Generator: A utility customer who owns or operates electric generating equipment located and used at the customer's premises, and/or the utility customer's agent.

Dedicated Transformer: A transformer installed by the utility to isolate a DG system.

Direct Transfer Trip: Remote operation of a circuit breaker by means of a communication channel.

Disconnect (verb): To isolate a circuit or equipment from a source of power. If isolation is accomplished with a solid-state device, "Disconnect" shall mean to cease the transfer of power.

Disconnect Switch: A mechanical device used for isolating a circuit or equipment from a source of power.

Draw-out Type Circuit Breaker: Circuit breakers that are disconnected by physically separating, or racking, the breaker assembly away from the switchgear bus.

Farm Waste, Net Meter, Farm Applicant: A farm applicant who is proposing to install a farm waste anaerobic digester generating system, not to exceed 1 MW, at a farm, per the requirements of New York State Public Service Law §66-j.

Fuel Cell, Net Meter, Residential Applicant: A residential applicant who is proposing to install a fuel cell electric generating system located and used at the applicant's premises, not to exceed a combined rated capacity of not more than 10 kW, per the requirements of New York State Public Service Law §66-j.

Fuel Cell, Net Meter, Non-Residential Applicant: A non-residential applicant who is proposing to install a fuel cell electric generating system located and used at the applicant's premises, not to exceed a combined rated capacity of not more than 2 MW, per the requirements of New York State Public Service Law §66-j.

Generator-Owner: An applicant to operate on-site power generation equipment in parallel with the utility grid per the requirements of this document.

Islanding: A condition in which a portion of the utility system that contains both load and distributed generation is isolated from the remainder of the utility system. (Adopted from IEEE Std 929.)

Micro-Combined Heat and Power, Net Meter, Residential Applicant: A residential applicant who is proposing to install a micro-combined heat and power (Micro-CHP) generating system located and used at the applicant's premises, not to exceed 10 kW, per the requirements of New York State Public Service Law §66-j.

Micro-Hydroelectric, Net Meter, Residential Applicant: A residential applicant who is proposing to install a micro-hydroelectric generating equipment located and used at the applicant's premises, not to exceed 25 kW, per the requirement of New York State Public Service Law §66-j.

Micro-Hydroelectric, Net Meter, Non-Residential Applicant: A non-residential applicant who is proposing to install a micro-hydroelectric generating equipment located and used at the applicant's premises, not to exceed 2 MW, per the requirement of New York State Public Service Law §66-j.

Point of Common Coupling (PCC): The point at which the interconnection between the electric utility and the customer interface occurs. Typically, this is the customer side of the utility revenue meter.

Preliminary Review: A review of the generator-owner's proposed system capacity, location on the utility system, system characteristics, and general system regulation to determine if the interconnection is viable.

Protective Device: A device that continuously monitors a designated parameter related to the operation of the generation system that operates if preset limits are exceeded

Remote Net Metering: Per the Public Service Law (PSL) §66-j & §66-l Remote Net Metering allows certain types of customers and/or distributed generation technology (see tables in Section II) the option to apply excess generation credits from the customer's generator to certain other meters on property that is owned or leased by the same customer and located within the service territory of the same utility to which the customer-generator's net energy meters are interconnected and within the same load zone.

Required Operating Range: The range of magnitudes of the utility system voltage or frequency where the generator-owner's equipment, if operating, is required to remain in operation for the purposes of compliance with UL 1741. Excursions outside these ranges must result in the automatic disconnection of the generation within the prescribed time limits

Safety Equipment: Includes dedicated transformers or equipment and facilities to protect the safety and adequacy of electric service provided to other customers.

Solar, Net Meter, Residential Applicant: A residential applicant who is proposing to install a photovoltaic generating system, not to exceed 25 kW, in an owner occupied residence per the requirements of New York State Public Service Law §66-j.

Solar, Net Meter, Non-Residential Applicant: A non-residential applicant who is proposing to install a solar generating system located and used at the applicant's premises, not to exceed 2 MW, pursuant to New York State Public Service Law §66-j.

Utility Grade Relay: A relay that is constructed to comply with, as a minimum, the most current version of the following standards for non-nuclear facilities:

<u>Standard</u>	<u>Conditions Covered</u>
ANSI/IEEE C37.90	Usual Service Condition Ratings - <ul style="list-style-type: none"> • Current and Voltage Maximum design for all relay AC and DC auxiliary relays • Make and carry ratings for tripping contacts Tripping contacts duty cycle • Dielectric tests by manufacturer • Dielectric tests by user
ANSI/IEEE C37.90.1	Surge Withstand Capability (SWC) Fast Transient Test
IEEE C37.90.2	Radio Frequency Interference
ANSI C37.2	Electric Power System Device Function Numbers
IEC 255-21-1	Vibration
IEC 255-22-2	Electrostatic Discharge
IEC 255-5	Insulation (Impulse Voltage Withstand)

Verification Test: A test performed upon initial installation and repeated periodically to determine that there is continued acceptable performance.

Wind, Net Meter, Residential Applicant: A residential applicant who is proposing to install a wind electric generating system, not to exceed a combined rated capacity of 25 kW, located and used at the applicant's primary residence, per the requirements of New York State Public Service Law §66-1.

Wind, Net Meter, Non-Residential Applicant: A non-residential applicant who is proposing to install a wind electric generating system located and used at the applicant's premises, not to exceed 2 MW, pursuant to New York State Public Service Law §66-1.

Wind, Net Meter, Farm Applicant: A farm applicant who is proposing to install a wind electric generating system, not to exceed a combined rated capacity of 500 kW, located and used at the applicant's primary residence, per the requirements of New York State Public Service Law §66-1.

APPENDIX A

**NEW YORK STATE STANDARDIZED CONTRACT
FOR INTERCONNECTION OF NEW DISTRIBUTED GENERATION UNITS WITH
CAPACITY OF 5 MW OR LESS CONNECTED IN PARALLEL WITH
UTILITY DISTRIBUTION SYSTEMS**

Customer Information:

Utility Information:

Name:

Name:

Address:

Address:

Telephone:

Telephone:

Fax:

Fax:

Email:

Email:

Unit Application/File No.:

Utility Account Number:

DEFINITIONS

Dedicated Facilities means the equipment and facilities on the Utility's system necessary to permit operation of the Unit in parallel with the Utility's system.

Delivery Service means the services the Utility may provide to deliver capacity or energy generated by Customer to a buyer to a delivery point(s), including related ancillary services.

"Net energy metering" means the use of a net energy meter to measure, during the billing period applicable to a customer-generator, the net amount of electricity supplied by an electric corporation and provided to the corporation by a customer-generator.

"SIR" means the New York State Standardized Interconnection Requirements for new distributed generation units with a nameplate capacity of 5 MW or less connected in parallel with the Utility's distribution system

"Unit" means the distributed generation unit with a nameplate capacity of 5 MW or less located on the Customer's premises at the time the Utility approves such Unit for operation in parallel with the Utility's system. This Agreement relates only to such Unit, but a new agreement shall not be required if the Customer makes physical alterations to the Unit that do not result in an increase in its nameplate generating capacity. The nameplate generating capacity of the Unit shall not exceed 5 MW, except for fuel cell electric generating units which shall not exceed 1.5 MW and farm waste generating units shall not exceed 1.0 MW.

I. TERM AND TERMINATION

1.1 Term: This Agreement shall become effective when executed by both Parties and shall continue in effect until terminated.

1.2 Termination: This Agreement may be terminated as follows:

- a. The Customer may terminate this Agreement at any time, by giving the Utility sixty (60) days' written notice.
- b. Failure by the Customer to seek final acceptance by the Utility within twelve (12) months after completion of the utility construction process described in the SIR shall automatically terminate this Agreement.
- c. Either Party may, by giving the other Party at least sixty (60) days' prior written notice, terminate this Agreement in the event that the other Party is in default of any of the material terms and conditions of this Agreement. The terminating Party shall specify in the notice the basis for the termination and shall provide a reasonable opportunity to cure the default.
- d. The Utility may, by giving the customer at least sixty (60) days' prior written notice, terminate this Agreement for cause. The Customer's non-compliance with an upgrade to the SIR, unless the Customer's installation is "grandfathered," shall constitute good cause.

1.3 Disconnection and Survival of Obligations: Upon termination of this Agreement the Unit will be disconnected from the Utility's electric system. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

1.4 Suspension: This Agreement will be suspended during any period in which the Customer is not eligible for delivery service from the Utility

II. SCOPE OF AGREEMENT

2.1 Scope of Agreement: This Agreement relates solely to the conditions under which the Utility and the Customer agree that the Unit may be interconnected to and operated in parallel with the Utility's system.

2.2 Electricity Not Covered: The Utility shall have no duty under this Agreement to account for, pay for, deliver, or return in kind any electricity produced by the Facility and delivered into the Utility's System unless the system is net metered as described in Public Service Law Sections 66-j or 66-l.

III. INSTALLATION, OPERATION AND MAINTENANCE OF UNIT

3.1 Compliance with SIR: Subject to the provisions of this Agreement, the Utility shall be required to interconnect the Unit to the Utility's system, for purposes of parallel operation, if the Utility accepts the Unit as in compliance with the SIR. The Customer shall have a continuing obligation to maintain and operate the Unit in compliance with the SIR.

3.2 Observation of the Unit - Construction Phase: The Utility may, in its discretion and upon reasonable notice, conduct reasonable on-site verifications during the construction of the Unit. Whenever the Utility chooses to exercise its right to conduct observations herein it shall specify to the Customer its reasons for its decision to conduct the observation. For purposes of this paragraph and paragraphs 3.3 through 3.5, the term "on-site verification" shall not include testing of the Unit, and verification tests shall not be required except as provided in paragraphs 3.3 and 3.4.

3.3 Observation of the Unit - Ten-day Period: The Utility may conduct on-site verifications of the Unit and observe the execution of verification testing within a reasonable period of time, not exceeding ten (10) business days after system installation. The applicant's facility will be allowed to commence parallel operation upon satisfactory completion of the verification test. The applicant must have complied with and must continue to comply with all contractual and technical requirements.

3.4 Observation of the Unit - Post-Ten-day Period: If the Utility does not perform an on-site verification of the Unit and observe the execution of verification testing within the ten-day period, the Customer will send the Utility within five (5) days of the verification testing a written notification certifying that the Unit has been installed and tested in compliance with the SIR, the utility-accepted design and the equipment manufacturer's instructions. The Customer may begin to produce energy upon satisfactory completion of the verification test. After receiving the verification test notification, the Utility will either issue to the Customer a formal letter of acceptance for interconnection, or may request that the applicant and utility set a date and time to conduct an on-site verification of the Unit and make reasonable inquiries of the Customer, but only for purposes of determining whether the verification tests were properly performed. The Customer shall not be required to perform the verification tests a second time, unless irregularities appear in the verification test report or there are other objective indications that the tests were not properly performed in the first instance.

3.5 Observation of the Unit - Operations: The Utility may conduct on-site verification of the operations of the Unit after it commences operations if the Utility has a reasonable basis for doing so based on its responsibility to provide continuous and reliable utility service or as authorized by the provisions of the Utility's Retail Electric Tariff relating to the verification of customer installations generally.

3.6 Costs of Dedicated Facilities: During the term of this Agreement, the Utility shall design, construct and install the Dedicated Facilities. The Customer shall be responsible for paying the incremental capital cost of such Dedicated Facilities attributable to the Customer's Unit. All costs associated with the operation and maintenance of the Dedicated Facilities after the Unit

first produces energy shall be the responsibility of the Utility.

IV. DISCONNECTION OF THE UNIT

4.1 Emergency Disconnection: The Utility may disconnect the Unit, without prior notice to the Customer (a) to eliminate conditions that constitute a potential hazard to Utility personnel or the general public; (b) if pre-emergency or emergency conditions exist on the Utility system; (c) if a hazardous condition relating to the Unit is observed by a Utility inspection; or (d) if the Customer has tampered with any protective device. The Utility shall notify the Customer of the emergency if circumstances permit.

4.2 Non-Emergency Disconnection: The Utility may disconnect the Unit, after notice to the responsible party has been provided and a reasonable time to correct, consistent with the conditions, has elapsed, if (a) the Customer has failed to make available records of verification tests and maintenance of his protective devices; (b) the Unit system interferes with Utility equipment or equipment belonging to other customers of the Utility; (c) the Unit adversely affects the quality of service of adjoining customers.

4.3 Disconnection by Customer: The Customer may disconnect the Unit at any time.

4.4 Utility Obligation to Cure Adverse Effect: If, after the Customer meets all interconnection requirements, the operations of the Utility are adversely affecting the performance of the Unit or the Customer's premises, the Utility shall immediately take appropriate action to eliminate the adverse effect. If the Utility determines that it needs to upgrade or reconfigure its system the Customer will not be responsible for the cost of new or additional equipment beyond the point of common coupling between the Customer and the Utility.

V. ACCESS

5.1 Access to Premises: The Utility shall have access to the disconnect switch of the Unit at all times. At reasonable hours and upon reasonable notice consistent with Section III of this Agreement, or at any time without notice in the event of an emergency (as defined in paragraph 4.1), the Utility shall have access to the Premises.

5.2 Utility and Customer Representatives: The Utility shall designate, and shall provide to the Customer, the name and telephone number of a representative or representatives who can be reached at all times to allow the Customer to report an emergency and obtain the assistance of the Utility. For the purpose of allowing access to the premises, the Customer shall provide the Utility with the name and telephone number of a person who is responsible for providing access to the Premises.

5.3 Utility Right to Access Utility-Owned Facilities and Equipment: If necessary for the purposes of this Agreement, the Customer shall allow the Utility access to the Utility's equipment and facilities located on the Premises. To the extent that the Customer does not own all or any part of the property on which the Utility is required to locate its equipment or facilities

to serve the Customer under this Agreement, the Customer shall secure and provide in favor of the Utility the necessary rights to obtain access to such equipment or facilities, including easements if the circumstances so require.

VI. DISPUTE RESOLUTION

6.1 Good Faith Resolution of Disputes: Each Party agrees to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner.

6.2 Mediation: If a dispute arises under this Agreement, and if it cannot be resolved by the Parties within ten (10) business days after written notice of the dispute, the parties agree to submit the dispute to mediation by a mutually acceptable mediator, in a mutually convenient location in New York State, in accordance with the then current CPR Institute for Dispute Resolution Mediation Procedure, or to mediation by a mediator provided by the New York Public Service Commission. The Parties agree to participate in good faith in the mediation for a period of up to 90 days. If the Parties are not successful in resolving their disputes through mediation, then the parties may refer the dispute for resolution to the New York Public Service Commission, which shall maintain continuing jurisdiction over this Agreement.

6.3 Escrow: If there are amounts in dispute of more than two thousand dollars (\$2,000), the Customer shall either place such disputed amounts into an independent escrow account pending final resolution of the dispute in question, or provide to the Utility an appropriate irrevocable standby letter of credit in lieu thereof.

VII. INSURANCE

7.1 The Customer is not required to provide general liability insurance coverage as part of this Agreement, the SIR, or any other Utility requirement. Due to the risk of incurring damages however, the Public Service Commission recommends that every distributed generation customer protect itself with insurance.

7.2 Effect: The inability of the Utility to require the Customer to provide general liability insurance coverage for operation of the Unit is not a waiver of any rights the Utility may have to pursue remedies at law against the Customer to recover damages.

VIII. MISCELLANEOUS PROVISIONS

8.1 Beneficiaries: This Agreement is intended solely for the benefit of the Parties hereto, and if a Party is an agent, its principal. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any other person.

8.2 Severability: If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such portion or provision shall be deemed separate and independent, and the remainder of this Agreement shall remain in full force and effect.

8.3 Entire Agreement: This Agreement constitutes the entire Agreement between the Parties and supersedes all prior agreements or understandings, whether verbal or written.

8.4 Waiver: No delay or omission in the exercise of any right under this Agreement shall impair any such right or shall be taken, construed or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. In the event that any agreement or covenant herein shall be breached and thereafter waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

8.5 Applicable Law: This Agreement shall be governed by and construed in accordance with the law of the State of New York.

8.6 Amendments: This Agreement shall not be amended unless the amendment is in writing and signed by the Utility and the Customer.

8.7 Force Majeure: For purposes of this Agreement, "Force Majeure Event" means any event: (a) that is beyond the reasonable control of the affected Party; and (b) that the affected Party is unable to prevent or provide against by exercising reasonable diligence, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war, public disorder, insurrection, or rebellion; floods, hurricanes, earthquakes, lightning, storms, and other natural calamities; explosions or fires; strikes, work stoppages, or labor disputes; embargoes; and sabotage. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party will specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The affected Party will be entitled to suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of reasonable efforts. The affected Party will use reasonable efforts to resume its performance as soon as possible.

8.8 Assignment to Corporate Party: At any time during the term, the Customer may assign this Agreement to a corporation or other entity with limited liability, provided that the Customer obtains the consent of the Utility. Such consent will not be withheld unless the Utility can demonstrate that the corporate entity is not reasonably capable of performing the obligations of the assigning Customer under this Agreement.

8.9 Assignment to Individuals: At any time during the term, the Customer may assign this Agreement to another person, other than a corporation or other entity with limited liability, provided that the assignee is the owner, lessee, or is otherwise responsible for the Unit.

8.10 Permits and Approvals: Customer shall obtain all environmental and other permits lawfully required by governmental authorities prior to the construction and for the operation of the Unit during the term of this Agreement.

8.11 Limitation of Liability: Neither by inspection, if any, or non-rejection, nor in any other way, does the Utility give any warranty, express or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, installed or maintained by the Customer or leased by the Customer from third parties, including without limitation the Unit and any structures, equipment, wires, appliances or devices appurtenant thereto.

ACCEPTED AND AGREED:

Customer Signature:

Printed Name:

Title:

Date:

Utility Signature:

Printed Name:

Title:

Date:

APPENDIX B

**NEW YORK STATE STANDARDIZED APPLICATION FOR
INTERCONNECTION OF INVERTER BASED PARALLEL
GENERATION EQUIPMENT TO THE ELECTRIC SYSTEM OF**

Utility:

Customer:

Name: Phone: ()

Address: Fax: ()

Email:

Municipality:

Utility Account No.:

Utility Meter No.:

Agent (if any):

Name: Phone: ()

Address: Fax: ()

Email:

Consulting Engineer or Contractor:

Name: Phone: ()

Address: Fax: ()

Email:

Existing Electric Service:

Capacity: _____ Amperes

Voltage: _____ Volts

Service Character: () Single Phase () Three Phase

Location of Protective Interface Equipment on Property:

(Include address if different from customer address.)

Energy Producing Inverter Information:

Total AC Nameplate Rating of All Inverters:

Inverter

Inverter or System Tested to UL 1741 (most current version):

Yes No *If no, attach product literature.*

Manufacturer:

Model:

Quantity:

Rating per inverter: _____ kW

Type: Forced Commutated Line Commutated
 Utility Interactive Stand Alone

Rated Output: _____ Amperes _____ Volts

Ramp Rate:

Method of Grounding: Grounded Ungrounded

Quantity of Inverters:

If there is more than one inverter of different types of manufacturers, please provide information on a separate sheet.

If applicable:

Step Up Transformer Winding Configuration:

Wye-Wye Wye-Delta Delta-Wye

Other existing DG such as emergency generators, other renewable technologies, microturbines, hydro, fuel cells, battery storage, etc:

Yes No

If yes, provide information about existing generation on separate sheet and include detail on one-line diagram.

Signature:

CUSTOMER/AGENT SIGNATURE

TITLE

DATE

APPENDIX C

**NEW YORK STATE STANDARDIZED APPLICATION
FOR INTERCONNECTION OF NON-INVERTER BASED PARALLEL GENERATION
EQUIPMENT TO THE ELECTRIC SYSTEM OF**

Utility:

Customer:

Name: Phone: ()

Address: Fax: ()

Email:

Municipality:

Utility Account No.:

Utility Meter No.:

Agent (if any):

Name: Phone: ()

Address: Fax: ()

Email:

Consulting Engineer or Contractor:

Name: Phone: ()

Address: Fax: ()

Email:

Estimated In-Service Date:

Existing Electric Service:

Capacity: _____ Amperes

Voltage: _____ Volts

Service Character: () Single Phase () Three Phase

Secondary 3 Phase Transformer Connection: () Wye () Delta

Location of Protective Interface Equipment on Property:

(Include address if different from customer address.)

Energy Producing Inverter Information:

Manufacturer:

Model No.:

Version No.:

Synchronous Induction Other

Rating: _____ kW

Rating: _____ kVA

Rated Output: _____ VA

Rated Voltage: _____ Volts

Rated Frequency: _____ Hz

Rated Speed: _____ RPM

Efficiency: _____ %

Power Factor: _____ %

Rated Current: _____ Amps

Locked Rotor Current: _____ Amps

Synchronous Speed: _____ RPM

Winding Connection:

Min. Operating Freq./Time:

Generator Connection: Delta Wye Wye Grounded

System Tested to UL 1741 (most current version) (Total System):
 Yes No *If no, attach product literature.*

Equipment Tested to UL 1741 (most current version) (i.e., Protection System):
 Yes No *If no, attach product literature.*

Three Line Diagram attached: Yes

Verification Test Plan attached: Yes

If applicable, Certification to UL 1741 attached: Yes

For Induction Machines:

Rotor Resistance (R_r): _____ ohms Exciting Current: _____ Amps

Rotor Reactance (X_r): _____ ohms Reactive Power Required:

Magnetizing Reactance (X_m): _____ ohms, _____ VARs (No Load)

Stator Resistance (R_s): _____ ohms, _____ VARs (Full Load)

Stator Reactance (X_s): _____ ohms

Short Circuit Reactance (X'_d): _____ ohms,

Phases: () Single Phase () Three Phase

Frame Size: _____ Design Letter: _____

Temp. Rise: _____ °C

Step Up Transformer Winding Configuration:
() Wye-Wye () Wye-Delta () Delta-Wye

Signature:

CUSTOMER/AGENT SIGNATURE

TITLE

DATE

APPENDIX D

PRE-APPLICATION REPORT FOR THE CONNECTION OF PARALLEL GENERATION EQUIPMENT TO THE UTILITY DISTRIBUTION SYSTEM

Utility:

DG Project Information: (Provided to Utility by Applicant)
Customer name
Location of Project: (Address and/or GPS Coordinates)
DG technology type
DG fuel source / configuration
Proposed project size in kW (AC)
Date of Pre-Application Request
Pre-Application Report: (Provided to Applicant by Utility – 10 Business Days)
Operating voltage of closest distribution line
Phasing at site
Approximate distance to 3-Phase (if only 1 or 2 phases nearby)
Circuit capacity (MW)
Fault current availability, if readily obtained
Circuit peak load for the previous calendar year
Circuit minimum load for the previous calendar year
Approximate distance (miles) between serving substation and project site
Number of substation banks
Total substation bank capacity (MW)
Total substation peak load (MW)
Aggregate existing distributed generation on the circuit (kW)
Aggregate queued distributed generation on the circuit (kW)

APPENDIX E

COST RESPONSIBILITY FOR DEDICATED TRANSFORMER(S) AND OTHER SAFETY EQUIPMENT FOR NET METERED CUSTOMERS

Generator Type	Generator Size	Equipment Cost to Residential Net Metered Customers	Equipment Cost to Non-Residential Net Metered Customers
Micro-CHP	Less than or equal to 10 kW	\$350 maximum	N/A
Fuel Cell	Less than or equal to 10 kW	\$350 maximum	As determined by Utility*
Fuel Cell	Over 10 kW up to 2MW	N/A	As determined by Utility*
Solar	Less than or equal to 25 kW	\$350 maximum	\$350 maximum
Solar	Over 25 kW up to 2 MW	N/A	As determined by Utility*
Micro-hydroelectric	Less than or equal to 25 kW	\$350 maximum	As determined by Utility*
Micro-hydroelectric	Over 25 kW up to 2 MW	N/A	As determined by Utility*
Wind **	Less than or equal to 25 kW	\$750 maximum	\$750 maximum
Wind	Over 25 kW up to 2 MW	N/A	As determined by Utility*
Farm Wind ***	Over 25 kW up to 500 kW	N/A	\$5,000 maximum***
Farm Waste ***	Up to 1 MW	N/A	\$5,000 maximum***

* Subject to review by the Commission at the request of the Customer. Such costs can include the total costs for upgrades to ensure the adequacy of the distribution system which would not have been necessary but for the interconnection of the net metered DG resource (as per PSL §66-j(3)(c)(iii) or PSL §66-l(3)(c)(iii)).

** Residential and Non-Residential Wind Customers with a total rated capacity up to 25 kW, Farm Wind and Farm Waste Customers may be required to also pay for feeder line upgrades that would not be required but for the interconnection of the net metered DG resource. Residential and Non-Residential Wind, Farm Wind and Farm Waste Customers are responsible for all feeder line upgrade costs if the total nameplate rating of the generating equipment exceeds 20% of the rated capacity of the feeder line (as per PSL §66-l(5)(c)(ii) and PSL §66-j(5)(b)(iii)). Farm Wind Customers are responsible for 50% of feeder line upgrade costs if the total nameplate rating of the generating equipment does not exceed 20% of the rated capacity of the feeder line(as per PSL §66-l(2)).

*** For Farm Waste projects with a total nameplate rating of the generation equipment that does not exceed 20% of the rated capacity of the local feeder line to which the project will connect, the CESIR costs are included in the \$5,000 limitation. For Farm Wind projects with a total nameplate rating of the generation equipment that does not exceed 20% of the rated capacity of the local feeder line to which the project will connect, that portion of the CESIR costs related to transformers or other equipment installed at the customer's site is included in the \$5,000 limitation; however, the customer is also responsible for 50% of the CESIR costs related to feeder line upgrades. For Farm Waste and Farm Wind projects with a total nameplate rating of the generation equipment that does exceed 20% of the rated

capacity of the local feeder line to which the project will connect, CESIR costs related to transformers or other equipment installed at the customer's site is included in the \$5,000 limitation; however, Farm Wind and Farm Waste customer are responsible for the CESIR costs related to feeder line upgrades. For farm waste electric generation at a Non-farm location, the interconnection cost for installing dedicated transformers or other equipment for farm waste generating equipment rated over 25kW will be determined by the utility.

APPENDIX F

APPLICATION PACKAGE CHECKLIST

Completed standard application form	✓
Signed copy of the standard contract	✓
Letter of authorization, signed by the Customer, to provide for the contractor to act as the customer's agent, if necessary	✓
If requesting a new service, a site plan with the proposed interconnection point identified by a Google Earth, Bing Maps or similar satellite image. For those projects on existing services, account and meter numbers shall be provided	✓
Description / Narrative of the project and site proposed. If multiple DG systems are being proposed at the same site/location, this information needs to be identified and	✓
DG technology type	✓
DG fuel source / configuration	✓
Proposed project size in AC kW	✓
Project is net metered, remote, or community net metered	✓
Metering configuration	✓
Copy of the certificate of compliance referencing UL 1741	✓
Copy of the manufacturer's data sheet for the interface	✓
Copy of the manufacturer's verification test procedures, if	✓
System Diagram - A three line diagram for designs proposed on three phase systems, including detailed information on the wiring configuration at the PCC and an exact representation of existing utility service. One line diagrams shall be acceptable for single phase installations	✓

APPENDIX G**PRELIMINARY SCREENING ANALYSIS****Screen A: Is the PCC on a Networked Secondary System?**

Does the proposed system connect to a secondary network system?

- If yes (fail),
- If no (pass), continue to Screen B.

Screen B: Is Certified Equipment Used?

Does the Interconnection Request propose to use equipment that has been listed to meet UL1741 (Inverters, Converters and Charge Controllers for Use in Independent Power Systems) by a nationally recognized testing laboratory?

- If yes (pass), continue to Screen C.
- If no (fail)

Screen C: Is the Electric Power System (EPS) Rating Exceeded?

Do the maximum aggregated Gross Ratings for all the Generating Facilities connected to an EPS exceed any EPS rating, modified per established Distribution Provider practice, absent any Generating Facilities?

- If yes (fail),
- If no (pass), continue to Screen D.

Screen D: Is the Line Configuration Compatible with the Interconnection Type?

Line Configuration Screen: Identify primary distribution line configuration that will serve the Generating Facility. Based on the type of Interconnection to be used for the Generating Facility, determine from the table below if the proposed Generating Facility passes the Screen.

- If yes (pass), continue to Screen E.
- If no (fail)

Primary Distribution Line Type	Type of Interconnection to Primary Distribution Line	Result / Criteria
Three-phase, three wire, > 5 kV	3-phase	Pass
Three-phase, four wire, >5 kV	Effectively-grounded 3 phase	Pass
All	Single phase, phase-phase, or ineffectively grounded sources or transformers	Fail

Screen E: Simplified Penetration Test

Is the aggregate Generating facility capacity on the Line Section less than 15% of the annual peak load for all Line Sections bounded by automatic sectionalizing devices?

- If yes (pass), continue to Screen F.
- If no (fail), Supplemental Review is required, continue to Screen F.

Screen F: Simplified Voltage Fluctuation Test

In aggregate with existing generation on the Line Section

- a. Can the Generating Facility parallel with the Distribution Provider’s Distribution System without causing a voltage fluctuation at the PCC greater than 5% of the prevailing voltage level of the Distribution System at the PCC?

- If yes (pass), Preliminary Screening Analysis is complete.
- If no (fail), Supplemental Review is required

SUPPLEMENTAL SCREENING ANALYSIS

Screen G: Supplemental Penetration Test

Where 12 months of line section minimum load data is available, can be calculated, can be estimated from existing data, or determined from a power flow model, is the aggregate Generating Facility capacity on the Line Section less than 100% of the minimum load for all line sections bounded by automatic sectionalizing devices upstream of the Generating Facility?

- If yes (pass), continue to Screen H.
- If no (fail), a quick review of the failure may determine the requirements to address the failure; otherwise the Interconnecting Customer may be required go on to the Coordinated Electric System Interconnection Review (CESIR) process. Continue to Screen H.

Screen H: Power Quality and Voltage Tests

In aggregate with existing generation on the Line Section,

- a. Can it be determined within the Supplemental Review that the voltage regulation on the line section can be maintained in compliance with current voltage regulation requirements under all system conditions?
- b. Can it be determined within the Supplemental Review that the voltage fluctuation is within acceptable limits as defined by IEEE 1453 or utility practice similar to IEEE1453?
- c. Can it be determined within the Supplemental Review that the harmonic levels meet IEEE519 limits at the Point of Common Coupling (PCC)?

- If yes to all of the above (pass), continue to Screen I.
- If no to any of the above (fail), a quick review of the failure may determine the requirements to address the failure; otherwise the Interconnecting Customer may be required go on to the Coordinated Electric System Interconnection Review (CESIR) process. Continue to Screen I.

Screen I: Safety and Reliability Tests

Does the location of the proposed Generating Facility or the aggregate generation capacity on the Line Section create specific impacts to safety or reliability that cannot be adequately addressed without a detailed study?

- If yes (fail), a quick review of the failure may determine the requirements to address the failure; otherwise the Interconnecting Customer will be provided with information on the specific points of failure in the supplemental review results and may go to the Coordinated Electric System Interconnection Review (CESIR) process.
- If no (pass), Supplemental Review is complete.

PSC NO: 10 – Electricity
Consolidated Edison Company of New York, Inc.
Initial Effective Date: 03/01/2016
Issued in compliance with order dated 2/23/2016 in Cases 15-M-0127, 12-M-0476, and 98-M-1343

Addendum Type: UBP
Addendum Number: 7

STATE OF NEW YORK PUBLIC SERVICE COMMISSION

UNIFORM BUSINESS PRACTICES CASE 98-M-1343

February 2016

TABLE OF CONTENTS

SECTION 1: DEFINITIONS.....	1
SECTION 2: ELIGIBILITY REQUIREMENTS.....	6
SECTION 3: CREDITWORTHINESS.....	15
SECTION 4: CUSTOMER INFORMATION.....	20
SECTION 5: CHANGES IN SERVICE PROVIDERS.....	24
SECTION 6: CUSTOMER INQUIRIES.....	41
SECTION 7: DISTRIBUTION UTILITY INVOICES.....	43
SECTION 8: DISPUTES INVOLVING DISTRIBUTION UTILITIES, ESCOs OR DIRECT CUSTOMERS.....	45
SECTION 9: BILLING AND PAYMENT PROCESSING.....	47
SECTION 10: MARKETING STANDARDS.....	61

SECTION 1: DEFINITIONS

As used in the Uniform Business Practices (UBP), the following terms shall have the following meanings:

Assignment – Transfer by one ESCO to another ESCO of its rights and responsibilities relating to provision of electric and/or gas supply under a sales agreement.

Bill ready – A consolidated billing practice that requires each non-billing party, after receiving customers' usage data, to calculate its charges and send via EDI charges, billing information, and bill messages to the billing party in a form that allows the transfer of the information to the bill in a format the billing party selects.

Billing cycle – The period for which a customer is billed for usage of electricity or natural gas.

Billing services agreement (BSA) – An agreement between the distribution utility and the ESCO stating the billing practices and procedures and the rights and responsibilities of billing and non-billing parties relating to issuance of consolidated bills to customers.

Budget billing – A billing plan that provides for level or uniform amounts due each billing period over a set number of periods, typically 12 months, and determined by dividing projected annual charges by the number of periods. Installment amounts may be adjusted during the period and may include reconciliations at the end of the budget period to account for differences between actual charges and installment amounts.

Business day – Monday through Friday, except for public holidays.

Consolidated billing – A billing option that provides customers with a single bill combining charges from more than one service provider and issued by a distribution utility providing delivery service (utility consolidated bill) or by a commodity supplier (ESCO consolidated bill).

Customer inquiry – A question or request for information from a customer relating to a rate, term, or condition of service provided by an ESCO, distribution utility or other service provider.

Cramming – The addition of unauthorized charges to a customer's bill.

Deferred payment agreement (DPA) – A fair and equitable payment plan agreed upon by a customer and utility and/or a customer and an ESCO that allows a customer to pay an overdue amount in installments. A DPA is based upon the customer's financial circumstances and ability to pay the overdue amount while making payment on current charges.

Demand – The amount of electricity or natural gas that is or could be immediately needed by a customer at any given point in time referred to as customer load. For consolidated billing, the term is used in the context of "billing period demand" for customer bills.

Electric – The amount of electricity, measured in kilowatts (kW), that a customer uses at a point in time, the customer's usage averaged over a period, or capacity of facilities reserved for the customer for stand-by or other service.

Natural Gas – The amount of gas measured in cubic feet or therms that a customer uses or may use over a period, or capacity of facilities reserved for the customer for stand-by or other service.

Direct customer – An entity that purchases and schedules delivery of electricity or natural gas for its own consumption and not for resale. A customer with an aggregated minimum peak connected load of 1 MW to a designated zonal service point qualifies for direct purchase and scheduling of electricity provided the customer complies with NYISO requirements. A customer with annual usage of a minimum of 3,500 dekatherms of natural gas at a single service point qualifies for direct purchase and scheduling of natural gas.

Distribution utility – A gas or electric corporation owning, operating or managing electric or gas facilities for the purpose of distributing gas or electricity to end users.

Distribution utility customer account number – A number used by a distribution utility to identify the account of a utility customer.

Distribution utility tariff – A schedule of rates, terms and conditions of services provided by a distribution utility.

Door-to-door sales – The sale of energy services in which the ESCO or the ESCO’s representative personally solicits the sale, and the buyer’s agreement or offer to purchase is made at a place other than the place of business of the seller; provided that “door-to-door sales” shall not include any sale which is conducted and consummated entirely by mail, telephone or other electronic means, or during a scheduled appointment at the premises of a buyer of nonresidential utility service, or through solicitations of commercial accounts at trade or business shows, conventions or expositions.

Drop – A transaction that closes a customer’s account with a provider. This term is used when: (1) a customer’s enrollment is pending and the customer rescinds the enrollment; (2) a customer enrolled with an ESCO returns to distribution utility service or enrolls with another ESCO; or (3) the ESCO discontinues service to a customer.

Dual billing – A billing option that provides for separate calculation of charges and presentation of bills to the customer by the distribution utility and ESCO.

Electronic data interchange (EDI) – The computer-to-computer exchange of routine information in a standard format using established data processing protocols. EDI transactions are used in retail access programs to switch customers from one supplier to another or to exchange customers’ history, usage or billing data between a distribution utility or MDSP and an ESCO. Transaction set standards, processing protocols and test plans are authorized in orders issued by the Public Service Commission in Case 98-M-0667, In the Matter of Electronic Data Interchange and available on the Department of Public Service website at: www.dps.ny.gov/98m0667.htm.

Energy broker – A non-utility entity that performs energy management or procurement functions on behalf of customers or ESCOs but does not make retail energy sales to customers.

Energy services company (ESCO) – An entity eligible to sell electricity and/or natural gas to end-use customers using the transmission or distribution system of a utility. ESCOs may perform other retail service functions.

ESCO marketing representative – An entity that is either the ESCO or a contractor/vendor conducting, on behalf of the ESCO, any marketing activity that is designed to enroll customers with the ESCO.

Enroll/Enrollment – The process used to switch a customer from a distribution utility to an ESCO or from one ESCO to another.

Enrollment date – The effective date for commencement of electric or natural gas service from an ESCO or distribution utility.

Guarantor – An entity that agrees to pay another’s debt or perform another’s duty, liability or obligation.

Independent Third Party Verification – the confirmation of a customer’s agreement to take service from an ESCO or authorization for the ESCO to request information by a Verification Agent.

Interval data – Actual energy usage for a specific time interval for a specific period recorded by a meter or other measurement device.

Load profile – Actual or estimated customer energy usage by interval over a period representing usage for a customer or average usage for a customer class.

Lockbox – A billing payment receipt method agreed upon by a distribution utility and an ESCO, involving use of a third party financial institution to receive and disburse customer payments.

Marketing - The publication, dissemination or distribution of informational and advertising materials regarding the ESCO’s services and products to the public by print, broadcast, electronic media, direct mail or by telecommunication.

Meter – A device for determination of the units of electric or natural gas service supplied to consumers.

Meter Data Service Provider (MDSP) – An entity that provides meter data services, consisting of meter readings, meter data translations, and customer association, validation, editing and estimation.

Meter Service Provider (MSP) – An entity that installs, maintains, tests and removes meters, or other measurement devices and related equipment.

Multi-retailer model – A model for retail access that involves provision of electric or natural gas supply and of delivery service, provided separately to end use customers by two or more entities.

New York State Independent System Operator (NYISO) - An independent management organization, authorized by the Federal Energy Regulatory Commission, operating the bulk electric transmission system.

New delivery customer – A customer initiating delivery service by a distribution utility.

Nomination – A request for delivery of a physical quantity of natural gas or for its delivery at a specific point under a purchase, sale, or transportation agreement.

Office of Consumer Services – Office, within the Department of Public Service, which receives and makes determinations concerning customer complaints. Office of Consumer Services (OCS) identifies the exiting Office or its successor in the event the Office name is changed.

Pay-as-you-get-paid method – A payment processing method offered by a billing party presenting consolidated bills, whereby the billing party forwards payment to the non-billing party after receiving payment from the customer.

Pending enrollment – A stage in processing an enrollment that commences with validation of an enrollment transaction request and ends on the enrollment date that the new supplier is expected to deliver energy.

Pending ESCO – An ESCO is a pending ESCO from the date of receipt of an EDI notice containing the effective date for a customer’s enrollment until the ESCO commences commodity service for that customer.

Plain Language – Written in clear and coherent manner using words with common and everyday meaning and avoiding legal or energy industry terms, acronyms and abbreviations that a person of ordinary intelligence would not be expected to understand. If use of a technical term is necessary, the term is clearly defined in the portion of the text where it is used.

Purchased accounts receivable – A debt owed to an ESCO by a customer for receipt of supplies of gas or electricity and transferred to a distribution utility in exchange for consideration.

With recourse – Purchase of accounts receivable with recourse by a distribution utility means that the ESCO remains liable if its customers fail to make payments. A distribution utility that purchases accounts receivable with recourse sends payments to an ESCO at predetermined intervals for amounts billed that are not in dispute and may offset subsequent purchase payments against or obtain reimbursement from an ESCO of any unpaid amounts.

Without recourse – Purchase of accounts receivable without recourse by a distribution utility means that the ESCO is not liable if its customers fail to make payments. A distribution utility that purchases accounts receivable without recourse sends payments to an ESCO at predetermined intervals for amounts billed that are not in dispute and has no right to seek reimbursement from an ESCO of any unpaid amounts.

Rate ready – A consolidated billing practice that requires each non-billing party to furnish in advance of the billing cycle, rates, rate codes or prices (fixed and/or variable), tax rates, billing information, and bill messages to the billing party. The billing party, after receipt of usage data from the MDSP, uses the information on record to calculate the non-billing party’s charges.

Residential customer – An individual or occupant of a residential premise as defined in 16 NYCRR Part 11.2(a)(2).

Sales agreement – An agreement between a customer and an ESCO that contains the terms and conditions governing the supply of electricity and/or natural gas provided by an ESCO. The agreement may be a written contract signed by the customer or a statement supporting a customer’s verifiable verbal or electronic authorization to enter into an agreement with the ESCO for the services specified.

Single retailer model – A model for retail access that involves provision of electric and/or natural gas service to end users by an ESCO that purchases delivery service from the distribution utility and resells it along with electricity and/or natural gas to end users.

Slamming – Enrollment of a customer by an ESCO without authorization.

Special meter reading – An actual meter reading performed, upon request, on a date that is different than the regularly scheduled meter reading date.

Special needs customer – A customer who has a certified medical emergency condition, who is elderly, blind or physically challenged, or who may suffer serious impairment to health or safety as a result of service termination during cold weather periods and, thus, is eligible for special procedures before termination of service under the Home Energy Fair Practices Act (HEFPA) (Public Service Law §32(3)).

Switch – Transfer of a customer from one ESCO to another, from a distribution utility to an ESCO, or from an ESCO to a distribution utility.

Switching cycle – For electric service, the period between the date of the last meter read and the next regularly scheduled meter read. For gas customers, the period between the date of the last meter read and the next regularly scheduled meter read or the first day of the month and the first day of the following month.

Termination Fee – An amount specified in an ESCO sales agreement where such agreement permits the ESCO to assess and collect a charge in such amount to a customer who terminates the agreement before the end of a term described in that agreement, regardless of whether the assessed amount is identified as a fee, a charge, liquidated damages or a methodology for the calculation of damages, and regardless of whether it is fixed, scaled or subject to calculation based on market factors.

Verification Agent - An entity that is an independent vendor/contractor conducting, on behalf of the ESCO, verification of an agreement, resulting from telephonic or door-to-door marketing, with a customer to initiate service and begin enrollment or to obtain customer authorization for release of information, as required by Section 5, Attachment 1 of the UBP. In the limited circumstance where the verification is only of customer authorization for release of information, the entity does not need to be independent of the ESCO.

SECTION 2: ELIGIBILITY REQUIREMENTS**A. Applicability**

This Section sets forth the process that an applicant is required to follow for a Department of Public Service (the Department) finding of eligibility to sell natural gas or electricity as an ESCO, that an ESCO is required to follow to maintain eligibility, and that a distribution utility is required to follow for discontinuance of an ESCO's or Direct Customer's participation in a distribution utility's retail access program.

B. Application Requirements

1. Applicants seeking eligibility to sell natural gas and/or electricity as ESCOs are required to submit to the Department an application package containing the following information and attachments:
 - a. A completed Retail Access Eligibility Form, available on the Department website: www.dps.ny.gov
 - b. A sample standard Sales Agreement for each customer class that meets the requirements set forth in Section 5.B.3, *infra*.
 - c. Sample forms of the notices sent upon assignment of sales agreements, discontinuance of service, or transfer of customers to other providers.
 - d. A sample ESCO bill used when dual billing is in effect and, if applicable, a sample ESCO consolidated bill, with terms stated in clear, plain language;
 - e. Procedures used to obtain customer authorization for ESCO access to a customers' historic usage or credit information;
 - f. Sample copies of informational and promotional materials that the ESCO uses for mass marketing purposes;
 - g. Proof of registration with the New York State Department of State;
 - h. Internal procedures for prevention of slamming and cramming;
 - i. Name, postal and e-mail addresses, and telephone and fax numbers for the applicant's main office;
 - j. Names and addresses of any entities that hold ownership interests of 10% or more in the ESCO, including a contact name for corporate entities and partnerships;
 - k. Detailed explanation of any criminal or regulatory sanctions imposed during the previous 36 months against any senior officers of the ESCO or any entities holding ownership interests of 10% or more in the ESCO;
 - l. A copy of the ESCO's quality assurance program, which is designed to monitor (a) compliance with Section 10 of the UBP and (b) accuracy of the ESCO marketing materials provided to prospective customers;
 - m. A completed Service Provider Contact Form, which can be found on the Department's website <http://www.dps.ny.gov/ocs.html>, identifying the ESCO's employee(s) responsible for resolving consumer complaints received by the Department and referred to the ESCO; and

- n. A list of the entities, including contractors and sub-contractors, that will market to customers on behalf of the ESCO. The list must include the entities' names, addresses, phone numbers and owners, managers, and/or principals. This list must be updated regularly as entities are added or removed.
2. Applicants shall submit to the Department the name of the utility that will test designated EDI transactions required for syntactical verification in the Phase I testing program. The Department shall maintain a list of ESCOs that successfully complete Phase I test requirements by transaction type.
3. An ESCO that knowingly makes false statements in its application package is subject to denial or revocation of eligibility.
4. If the application package contains information that is a trade secret or sensitive for security reasons, the applicant may request that the Department withhold disclosure of the information, pursuant to the Freedom of Information Law (Public Officers Law Article 6) and Public Service Commission regulations (16 NYCRR §6-1.3).

C. Department Review Process

The Department shall review the application for each applicant. An ESCO shall notify the Department of any major changes in the information submitted in the Retail Access Eligibility Form and/or application package that occurs during the Department review process. The Department shall advise the applicant, in writing, if the applicant submitted the required information and if satisfaction of Phase I EDI testing requirement has been verified by the utility designated by the applicant.

1. ESCOs deemed eligible to provide commodity service by the Department must begin serving customers within two-years from the date of the letter notifying the ESCO of their eligibility status (eligibility letter). The ESCO that does not begin serving customers within such two-year period may be required to conduct additional EDI testing before enrollments will be processed.

D. Maintaining ESCO Eligibility Status

1. An ESCO shall submit by January 31 each year (January 31 Statement):
 - a. a statement that the information and attachments in its Retail Access Eligibility Form and application package are current; or
 - b. a description of revisions to the Retail Access Eligibility Form and application package and a copy of the revised portions or, at the ESCO's option, a copy of the revised portions identifying the revisions by highlighting or other means.
2. An ESCO shall update all the information it submitted in its original application package to the Department every three years, starting from the date of its eligibility letter, consistent with the requirements of UBP Section 2.B. An ESCO's status as an eligible supplier is continuous from the date of the Department eligibility letter, unless revoked or otherwise limited in accordance with UBP Section 2.D.5. If the three year anniversary date falls within one month of January 31, the ESCO shall resubmit its application package in lieu of the January 31 statement.

3. An ESCO shall file with the Secretary, a separate average unit price for products with no energy-related value added services for each of two groups of customers and by load zone: i) residential price fixed for a minimum 12 month period; ii) residential variable price. The averages should be weighted by the amount of commodity sold at each price within each customer category. ESCOs shall also file the number of customers purchasing products in those categories. ESCOs shall file the required information quarterly, reflecting data over that period, within 30 days of the end of each calendar quarter (i.e., data must be provided no later than April 30th, July 30th, October 30th and January 30th of each year).¹
4. An ESCO shall submit at other times during the year:
 - a. A description of any major change in the Retail Access Eligibility Form and/or application package and a copy of the revised portions or, at the ESCO's option, a copy of the revised portions identifying the revisions by highlighting or other means. For purposes of Subdivision D of this Section, the term, "major change," means a revision in the terms and conditions applicable to the business relationship between the ESCO and its customers, including provisions governing the process for termination of sales agreements.
 - b. Changes in marketing plans, including changes to the list required in subsection B.1.n of this Section of the UBP.
 - c. Changes in the ESCO's business and customer service information displayed on the Department's Website.
 - d. At least once every thirty days, each ESCO serving residential customers must post a price for each product it offers to those customer classes (e.g., fixed-price, variable-price, renewable energy, with each type of value-added service, etc) on the Power to Choose website. Each ESCO must guarantee to charge new customers no more than the price of the ESCOs posted offers at the time of the customer's agreement for each product.
 - e. Changes in personnel responsible for resolving consumer complaints received by the Department and referred to the ESCO.
5. An ESCO may be subject to the consequences listed in UBP Section 2.D.6.b for reasons, including, but not limited to:
 - a. false or misleading information in the application package;
 - b. failure to adhere to the policies and procedures described in its Sales Agreement;
 - c. failure to comply with required customer protections;
 - d. failure to comply with applicable NYISO requirements, reporting requirements, or Department oversight requirements;

¹ If the Power-to-Choose website is modified to allow ESCOs to file this information there, the Department may notify ESCOs that compliance with this provision may be accomplished in that manner.

- e. failure to provide notice to the Department of any material changes in the information contained in the Retail Access Eligibility Form or application package;
 - f. failure to comply with the UBP terms and conditions, including discontinuance requirements;
 - g. failure to comply with EDI transaction set standards and processing protocols and/or use properly functioning EDI systems;
 - h. repeated failures to comply with price reporting requirements, reporting misleading price information, or continuing to fail to comply with price reporting requirements after withdrawal of eligibility to enroll new customers;
 - i. failure to comply with the Commission's Environmental Disclosure Requirements or failure to comply with other Commission Orders, Rules or Regulations;
 - j. failure to reply to a complaint filed with the Department and referred to the ESCO within the timeframe established by the Department' Office of Consumer Services which is not less than five days;
 - k. any of the reasons stated in Subdivision F of this Section; or
 - l. a material pattern of consumer complaints on matters within the ESCO's control;
 - m. failure to comply with any federal, state, or local laws, rules, or regulations related to sales or marketing; or 'No Solicitation' signage on the premises; or
 - n. failure to comply with any of the Marketing Standards set forth in Section 10 of the UBP.
6. In determining the appropriate consequence for a failure or non-compliance in one or more of the categories set forth in UBP Section 2.D.5, the Commission or Department may take into account the nature, the circumstances, including the scope of harm to individual customers, and the gravity of the failure or non-compliance, as well as the ESCO's history of previous violations.
- a. The Commission or Department shall:
 1. Either (a) notify the ESCO in writing of its failure to comply and request that the ESCO take appropriate corrective action or provide remedies within the directed cure period, which will be based on a reasonable amount of time given the nature of the issue to be cured; or (b) order that the ESCO show cause why a consequence should not be imposed.
 2. The Commission may impose the consequences listed in subparagraph b of this paragraph if (a) ESCO fails to take corrective actions or provide remedies within the cure period; or (b) the Commission determines that the incident or incidents of non-compliance are substantiated and the consequence is appropriate.
 3. Consequences shall not be imposed until after the ESCO is provided notice and an opportunity to respond.
 4. The notice of consequences imposed by the Commission will be published on the Department's website.
 - b. Consequences for non-compliance in one or more of the categories set forth in

UBP Section 2.D.5 may include one or more of the following restrictions on an ESCO's opportunity to sell electricity and/or natural gas to retail customers:

1. Suspension from a specific Commission approved retail program in either a specific service territory or all territories in New York;

2. Suspension of the ability to enroll new customers in either a specific service territory or all service territories in New York;
 3. Imposition of a requirement to record all telephonic marketing presentations, which shall be made available to the Department for review;
 4. Reimbursements to customers who did not receive savings promised in the ESCO's sales agreement/Customer Disclosure Statement or substantially demonstrated to have been included in the ESCO's marketing presentation or to customers who incurred costs as a result of the ESCO's failure to comply with the marketing standards set forth in Section 10 of the UBP;
 5. Release of customers from sales agreements without imposition of early termination fees;
 6. Revocation of an ESCO's eligibility to operate in New York; and,
 7. Any other measures that the Commission may deem appropriate.
- c. Consequences imposed pursuant to this paragraph shall continue to apply until the ESCO's failure to comply with the UBP has been cured or the Commission or Department has determined that no further cure is necessary.
7. An ESCO's eligibility to serve customers is valid unless: the ESCO abandons its eligibility status; or such status is revoked by the Commission through a final order pursuant to UBP Section 2.D.6.
 8. The Department shall notify distribution utilities upon notice to the ESCO, and the NYISO if applicable, of any determination to revoke an ESCO's eligibility to sell natural gas and/or electricity. The distribution utility shall notify the ESCO's customers, in accordance with paragraph 3 of Subdivision F of this Section, of any Department revocation of an ESCO's eligibility.
- E. Distribution Utility Requirements
1. After receipt of the Department's compliance letter, the ESCO shall notify the distribution utility, and NYISO if applicable, of its eligibility status and intent to complete the process to commence operation in the distribution utility's service area, including execution of any operating agreement that is required.
 2. Upon satisfaction of the distribution utility's and, if applicable the NYISO's requirements, and successful completion of EDI testing conducted by the distribution utility, the ESCO may enter into an operating agreement, if any is required, with the distribution utility to commence operations in its service territory.
- F. Discontinuance of an ESCO's and Direct Customer's Participation in a Retail Access Program
1. In accordance with the procedures established in this Subdivision, a distribution utility may discontinue an ESCO's or Direct Customer's participation in its retail access program for the following reasons:
 - a. Failure to act that is likely to cause, or has caused, a significant risk or condition that compromises the safety, system security, or operational reliability of the distribution utility's system, and the ESCO or Direct

- Customer failed to eliminate immediately the risk or condition upon verified receipt of a non-EDI notice;
- b. Failure to provide natural gas (provided zero quantity) to the distribution utility's city gate;
 - c. Failure to pay an invoice upon the due date;
 - d. Failure to provide for delivery of at least 95% of the amount of natural gas directed by a distribution utility for delivery or at least 80% of the daily metered usage of the ESCO's customers or a Direct Customer's specified load or lower percentages included in a balancing program established in a distribution utility's tariff and/or any operating agreement;
 - e. Failure to maintain a creditworthiness standard or provide required security;
 - f. Failure to comply with the terms and conditions of a distribution utility's tariff, operating agreement, or Gas Transportation Operating Procedures (GTOP) Manual to the extent that said documents are consistent with the provisions of the UBP;
 - g. Discontinuance of an ESCO's or Direct Customer's participation in a distribution utility's retail access program by the NYISO; or,
 - h. Commission determination that an ESCO is not eligible to sell natural gas or electricity to retail customers.
2. To initiate the discontinuance process, a distribution utility shall send a non-EDI discontinuance notice by overnight mail and verified receipt, to the ESCO or Direct Customer and the Department. The notice shall contain the following information:
 - a. The reason, cure period, if any, and effective date for the discontinuance;
 - b. A statement that the distribution utility shall notify the ESCO's customers of the discontinuance if the ESCO fails to correct the deficiency described in the notice within the cure period, unless the Department directs the distribution utility to stop the discontinuance process;
 - c. The distribution utility may suspend the ESCO's right to enroll customers until correction of the deficiency; and
 - d. Correction of the deficiency within the cure period, or a Department directive, will end the discontinuance process.
 3. The distribution utility shall send notices to the ESCO's customers informing them of the discontinuance and providing the following information:
 - a. The discontinuance shall or did occur on one of the following dates selected by the distribution utility: the scheduled meter read date, the first day of the month, or another date, if readings are estimated, or on the date of a special meter read;
 - b. Customers have the option to select another ESCO or return to full utility service or, if a program authorizing random assignment is in effect, to enroll with a designated ESCO through that program;
 - c. Names and telephone numbers of ESCOs offering service to retail customers in the distribution utility's service territory;

- d. Any ESCO selected by a customer may file an enrollment request on the customer's behalf with the distribution utility, and the distribution utility shall charge no fee for changing the customer's provider to the new ESCO; and,
 - e. During any interim between discontinuance of a customer's current ESCO and enrollment with a new ESCO, the distribution utility shall provide service under its applicable tariff, unless the distribution utility notified the customer that it is terminating its delivery services to the customer on or before the discontinuance date.
4. The distribution utility shall submit a sample copy of its discontinuance notice to the Department for review and approval prior to distribution to customers.
 5. The distribution utility may request permission from the Department to expedite the discontinuance process, upon a showing that it is necessary for safe and adequate service or in the public interest. Any expeditious discontinuance process shall include the ESCO or Direct Customer, and the distribution utility.
 6. Upon any discontinuance, an ESCO or Direct Customer shall remain responsible for payment or reimbursement of any and all sums owed under the distribution utility tariffs, any tariffs on file with the FERC and service agreements relating thereto, or any agreements between the ESCO and the distribution utility.
 7. The notice requirements and time limits for a distribution utility to discontinue an ESCO's or Direct Customer's participation in a distribution utility's retail access program (discontinue participation) are:
 - a. Upon a distribution utility determination that an ESCO's or Direct Customer's action, or failure to act, is likely to cause, or has caused, a significant risk or condition that compromises the safety, system security, or operational reliability of the distribution utility's system and that the ESCO or Direct Customer failed to eliminate immediately the risk or condition upon verified receipt of a non-EDI notice, the distribution utility may discontinue participation as soon as practicable.
 - b. Upon a distribution utility determination that an ESCO or Direct Customer responsible for the delivery of natural gas failed, except under force majeure conditions, to deliver natural gas (provided zero quantity) to the distribution utility's service territory for its load, the distribution utility may discontinue participation no sooner than two business days after receipt by the ESCO or Direct Customer of a discontinuance notice.
 - c. Upon a distribution utility determination that an ESCO or Direct Customer failed to pay an invoice on the due date, as specified in the distribution utility's tariff, and the ESCO's or Direct Customer's required security or credit limit is insufficient to cover the unpaid amount, with interest, the distribution utility may discontinue participation no sooner than ten business days (cure period) after receipt by the ESCO or Direct Customer of a discontinuance notice. If the ESCO or Direct Customer pays the amount due on or before the expiration of the cure period, the distribution utility shall stop the process to discontinue participation.
 - d. Upon a distribution utility determination that an ESCO or Direct Customer responsible for the nomination and delivery of natural gas failed, except in

force majeure conditions, to nominate and/or deliver sufficient natural gas to the distribution utility's service territory to satisfy at least 95% of the amount of natural gas directed by a distribution utility for delivery or at least 80% of the daily metered usage of the ESCO's customers or the Direct Customer's specified load or lower percentages included in a balancing program established in a distribution utility's tariffs and/or any operating agreement on any three days during any month, the distribution utility may initiate a discontinuance process no sooner than five business days (cure period) after receipt by the ESCO or Direct Customer of a discontinuance notice. If the ESCO or Direct Customer provides adequate assurances and a description of any necessary process changes that ensure adequate nominations and deliveries on or before the expiration of the cure period, the distribution utility shall stop the discontinuance process. Upon a determination to continue the discontinuance process because the assurances and proposed process changes are inadequate, the distribution utility shall notify the ESCO or Direct Customer that it will discontinue participation no later than 15 business days from the expiration of the cure period. The distribution utility shall notify the ESCO's customers that the distribution utility will discontinue participation on or before the expiration of 15 business days from the end of the cure period. If a failure to provide sufficient natural gas for any 3 days during a calendar month occurred during the past 12 months and the distribution utility sent a related discontinuance notice for each occurrence, it may discontinue participation no sooner than two business days after receipt by an ESCO or Direct Customer of a discontinuance notice.

- e. Upon a distribution utility determination that an ESCO or Direct Customer failed to provide or maintain a creditworthiness standard or required security, the distribution utility may initiate a discontinuance process no sooner than five business days (cure period) after receipt by the ESCO or Direct Customer of a discontinuance notice. If the ESCO or Direct Customer satisfies the creditworthiness standard or provides the required security on or before the expiration of the cure period, the distribution utility shall stop the discontinuance process. Upon a determination to continue with the discontinuance process because the ESCO or Direct Customer failed to comply with the creditworthiness standard or provide adequate security, the distribution utility shall notify the ESCO or Direct Customer that it will discontinue participation no later than 15 business days from the expiration of the cure period. The distribution utility shall notify the ESCO's customers that it will discontinue participation on or before 15 days from the expiration of the cure period. If a failure to comply with the creditworthiness standard or provide adequate security occurred twice during the past 12 months and the distribution utility sent a related discontinuance notice for each failure, it may discontinue participation no sooner than two business days after receipt by an ESCO or Direct Customer of a discontinuance notice.
- f. Upon a distribution utility determination that an ESCO or Direct Customer failed, except in force majeure conditions, to comply with any other applicable provision of the distribution utility's tariff, operating agreement, or

GTOP manual, the distribution utility may initiate a discontinuance process no sooner than ten business days (cure period) after receipt by the ESCO or Direct Customer of a discontinuance notice. If the ESCO or Direct Customer provides adequate assurances and a description of any necessary process changes that ensure compliance on or before the expiration of the cure period, the distribution utility shall stop the discontinuance process. Upon a determination to continue the discontinuance process because the assurances and proposed process changes are inadequate, the distribution utility shall notify the ESCO or Direct Customer that it will discontinue participation no later than 15 business days from the expiration of the cure period. The distribution utility shall notify the ESCO's customers that it will discontinue participation on or before the expiration of 15 business days after the end of the cure period.

SECTION 3: CREDITWORTHINESS

A. Applicability

This Section establishes creditworthiness standards that apply to ESCOs and Direct Customers. An ESCO's and Direct Customer's participation in a distribution utility's retail access program is contingent upon satisfaction of creditworthiness requirements and provision of any security.

B. ESCOs

1. An ESCO shall satisfy a distribution utility's creditworthiness requirements if:
 - a. The ESCO, or a guarantor, maintains a minimum rating from one of the rating agencies and no rating below the minimum from one of the other two rating agencies. For the purposes of this Section, minimum rating shall mean "BBB" from Standard & Poor's, "Baa2" from Moody's Investor Service, or "BBB" from Fitch Ratings (minimum rating); or,
 - b. The ESCO enters into a billing arrangement with the distribution utility, whereby the distribution utility bills customers on behalf of the ESCO and retains the funds it collects to offset any balancing and billing service charges provided that the distribution utility has a priority security interest with a first right of access to the funds. The ESCO shall submit an affidavit from a senior officer attesting to such utility interest and right. Except that an ESCO serving customers outside of such billing arrangement, must satisfy the security requirements of UBP Section 3.D with respect to those customers.
2. If an ESCO, or a guarantor, is not rated by Standard & Poor's, Moody's Investor Service or Fitch Ratings, it shall satisfy a distribution utility's creditworthiness requirements if the ESCO, or a guarantor:
 - a. Maintains a minimum "1A2" rating from Dun & Bradstreet (Dun and Bradstreet minimum rating) and the ESCO maintains 24 months good payment history with the distribution utility; and,
 - b. Provides any security required by the distribution utility, calculated in accordance with Subdivision D, after deduction of the following unsecured credit allowances:

<u>Rating</u>	<u>Unsecured Credit Allowance</u>
5A1 or 5A2	30% of an ESCO's tangible net worth, up to 5% of the distribution utility's average monthly revenues for the applicable service
4A1 or 4A2	30% of an ESCO's tangible net worth, up to 5% of the distribution utility's average monthly revenues for the applicable service
3A1 or 3A2	30% of an ESCO's tangible net worth, up to 5% of the distribution utility's average monthly revenues for the applicable service
2A1 or 2A2	50% of an ESCO's tangible net worth, up to \$500,000
1A1 or 1A2	50% of an ESCO's tangible net worth, up to \$375,000

An ESCO shall provide information, upon request of the distribution utility, to enable the distribution utility to verify the ESCO's equity. The distribution utility may request reasonable information to obtain the verification and shall safeguard it as confidential information and protect it from public disclosure. The distribution utility may deny the unsecured credit allowance to any ESCO that fails to provide the requested information.

3. A distribution utility may require an ESCO to provide and maintain security in the full amount of the distribution utility's credit risk, calculated in accordance with Subdivision D, if:
 - a. The ESCO, or a guarantor, is not rated;
 - b. The ESCO, or a guarantor, with a minimum rating is placed on credit watch with negative implications or is rated below the minimum rating;
 - c. The ESCO, or a guarantor, is rated below the Dun & Bradstreet minimum rating or the ESCO fails to maintain 24 months good payment history with the distribution utility; or,
 - d. An ESCO issuing consolidated bills fails to render timely bills to customers or to make timely payments to the distribution utility.
4. If a distribution utility's credit risk, associated with an ESCO's participation in its retail access program, exceeds 5% of the distribution utility's average monthly revenues for the applicable service, the distribution utility may require the ESCO, in addition to maintaining a minimum rating, to provide and maintain security in the amount of such excess credit risk.

C. Direct Customers

A Direct Customer shall satisfy a distribution utility's creditworthiness requirements if:

1. Its account is current and remained current for the past 12 months; and,
2. If its debt is rated, it maintains a minimum rating of its long-term unsecured debt securities from one of the rating agencies and no rating below the minimum rating from one of the other two rating agencies.

D. Calculation of Credit Risk and Security

The distribution utility shall calculate its credit risk and establish its security requirements as follows:

1. Delivery Service Risk

- a. For an ESCO that issues a consolidated bill under a multi-retailer model, a distribution utility may require security in an amount no greater than 45 days of peak usage of the ESCO's customers' projected energy requirements during the next 12 months, priced at the distribution utility's applicable delivery service rate and including relevant customer charges.
- b. For an ESCO that bills customers for delivery and commodity services under a single retailer model, a distribution utility may require security in an amount no greater than 60 days of peak usage of the ESCO's customers' projected energy requirements during the next 12 months, priced at the distribution utility's applicable delivery service rate and including relevant customer charges.
- c. Upon an ESCO request, the distribution utility shall establish separate security requirements for summer (April 1 - October 31) and winter (November 1 - March 31) and may retain winter security until the end of two months (April and May) after the end of the winter period.

2. Natural Gas Imbalance Risk

- a. The distribution utility may require an ESCO or Direct Customer to provide security in an amount no greater than the ESCO's customers' or a Direct Customer's projected maximum daily quantity times peak forecasted NYMEX price for the next 12 months and for upstream capacity to the city gate times 10 days.
- b. Upon the request of an ESCO or Direct Customer, the distribution utility shall establish separate security requirements for summer (April 1 - October 31) and winter (November 1 - March 31) and may retain winter security until the end of two months (April and May) after the end of the winter period.

3. Major Change in Risk

- a. A major change shall mean a change in credit risk of more than the greater of 10% or \$200,000.
- b. The ESCO or Direct Customer shall promptly notify the distribution utility and the Department of any major change in credit and or rating risk.
- c. The distribution utility may require an ESCO or a Direct Customer, within five days, to provide additional amounts of security if a major change occurs to increase its credit risk, as follows:
 1. If Standard & Poors, Moody's Investor Service, or Fitch Ratings downgrades an ESCO's, or its guarantor's, rating or a Direct Customer's

debt below the minimum rating or Dun & Bradstreet downgrades an ESCO's, or its guarantor's, rating or a Direct Customer's debt; or,

2. An increase occurs in customer usage or in energy prices and such increase is sustained for at least 30 days.
- d. In the event that a major change occurs to decrease a distribution utility's credit and/or rating risk, results in compliance by an ESCO or Direct Customer with creditworthiness requirements, and elimination of the basis for holding some or all of the security, the distribution utility shall return or release the excess amount of the ESCO's or Direct Customer's security with accumulated interest, if applicable. The distribution utility shall return such amount within five business days after receipt of an ESCO or Direct Customer notice informing the distribution utility of the occurrence of such major change.

E. Security Instruments

1. The following financial arrangements are acceptable methods of providing security:
 - a. Deposit or prepayment, which shall accumulate interest at the applicable rate per annum approved by the Public Service Commission for "Other Customer Capital";
 - b. Standby irrevocable letter of credit or surety bond issued by a bank, insurance company or other financial institution with at least an "A" bond rating;
 - c. Security interest in collateral; or,
 - d. Guarantee by another party or entity with a credit rating of at least "BBB" by S&P, "Baa2" by Moody's, or "BBB" by Fitch; or
 - e. Other means of providing or establishing adequate security.
2. A distribution utility may refuse to accept any of these methods for just cause provided that its policy is applied in a nondiscriminatory manner to any ESCO.
3. If the credit rating of a bank, insurance company, or other financial institution that issues a letter of credit or surety bond to an ESCO or Direct Customer falls below an "A" rating, the distribution utility shall allow a minimum of five business days for an ESCO or Direct Customer to obtain a substitute letter of credit or surety bond from an "A" rated bank, insurance company, or other financial institution.

F. Lockbox

If the distribution utility and ESCO arrange for a lockbox, security requirements are reduced by 50% provided that the arrangement includes the following:

1. Agreement on allocation of funds and the first right of the distribution utility, in the event of an ESCO's financial difficulty, to obtain funds in the lockbox deposited to the credit of the ESCO;
2. Establishment of rules for managing the lockbox;
3. Agreement on conditions for terminating the lockbox for non-compliance with the rules or for failure to receive customer payments on a timely basis; and,

4. Responsibility of an ESCO for any costs associated with implementing and administering the lockbox.

G. Calling on Security

1. If an ESCO or Direct Customer fails to pay the distribution utility, in accordance with UPB Section 7, Invoices, the distribution utility may draw from security provided that the distribution utility notifies the ESCO or Direct Customer five business days' in advance of the withdrawal and the ESCO or Direct Customer fails to make full payment before the expiration of the five business days.
2. If an ESCO receives a discontinuance notice or elects to discontinue service to customers and owes amounts to the distribution utility, the distribution utility may draw from the security provided by the ESCO without prior notice.
3. If an ESCO files a petition or an involuntary petition is filed against an ESCO under the laws pertaining to bankruptcy, the distribution utility may draw from security, to the extent permitted by applicable law.

H. Application by Distribution Utilities

1. Within ten business days after receipt of a complete ESCO application, a distribution utility shall complete its evaluation of initial creditworthiness, state the rationale for its determination, and provide the calculation supporting the credit limit and any resulting security requirement.
2. A distribution utility shall perform, at least annually, an evaluation, at no charge, of an ESCO's satisfaction of creditworthiness standards and security requirements.
3. A distribution utility shall perform evaluations of creditworthiness, security requirements, and security calculations in a non-discriminatory and reasonable manner.
4. Pending resolution of any dispute, the ESCO or Direct Customer shall provide requested security within the time required in this Section.
5. A distribution utility may reduce or eliminate any security requirement provided that it reduces or eliminates the requirement in a nondiscriminatory manner for any ESCO or Direct Customer. The distribution utility may request reasonable information to evaluate credit risk. If an ESCO or Direct Customer fails to provide the requested information, a distribution utility may deny the ESCO or Direct Customer an opportunity to provide lower or no security.

SECTION 4: CUSTOMER INFORMATION**A. Applicability**

This Section establishes practices for release of customer information by distribution utilities or MDSPs to ESCOs and Direct Customers and identifies the content of information sets. The distribution utility or MDSP and an ESCO shall use EDI standards, to the extent developed, for transmittal of customer information and may transmit data, in addition to the minimum information required, via EDI or by means of an alternative system.

B. Customer Authorization Process

The distribution utility or MDSP shall provide information about a specific customer requested by an ESCO authorized by the customer to receive the information.

1. An ESCO shall obtain customer authorization to request information, in accordance with the procedures in UBP Section 5, Changes in Service Providers, Attachments 1, 2, and 3. An ESCO shall inform its customers of the types of information to be obtained, to whom it will be given, how it will be used, and how long the authorizations will be valid. The authorization is valid for no longer than six months unless the sales agreement provides for a longer time.
2. A distribution utility and a MDSP shall assume that an ESCO obtained proper customer authorization if the ESCO is eligible to provide service and submits a valid information request.
3. An ESCO shall retain, for a minimum of two years or for the length of the sales agreement whichever is longer, verifiable proof of authorization for each customer. Verification records shall be provided by an ESCO, upon request of the Department, within five calendar days after a request is made. Locations for storage of the records shall be at the discretion of the ESCOs.
4. Upon request of a customer, a distribution utility and/or MDSP shall block access by ESCOs to information about the customer.
5. An ESCO and its agent shall comply with statutory and regulatory requirements pertaining to applicable state and federal do-not-call registries.

C. Customer Information Provided to ESCOs¹

1. Release of Information. A distribution utility and a MDSP shall use the following practices for transferring customer information to an ESCO:
 - a. A distribution utility shall provide the information in the Billing Determinant Information Set upon acceptance of an ESCO's enrollment request and the information in the Customer Contact Information Set and the Credit Information Set, upon ESCO request.

¹ Upon enrollment of a customer, an ESCO shall receive usage data and any subsequent changes, corrections and adjustments to previously supplied data or estimated consumption for a period, at the same time that the distribution utility validates them for use. An ESCO issuing consolidated bills is entitled to receive billing information, in accordance with UBP Section 9, Billing and Payment Processing.

- b. The distribution utility or MDSP shall respond within two business days to valid requests for information as established in EDI transaction standards and within five business days to requests for data and information for which an EDI transaction standard is not available. The distribution utility or MDSP shall provide the reason for rejection of any valid information request.
2. Customer Contact Information Set. The distribution utility or MDSP, to the extent it possesses the information, shall provide, upon an ESCO request, consumption history for an electric account and consumption history and/or¹ a gas profile for a gas account.
 - a. Consumption history² for an electric or gas account shall include:
 1. Customer's service address;
 2. Electric or gas account indicator;
 3. Sales tax district used by the distribution utility and whether the utility identifies the customer as tax exempt;
 4. Rate service class and subclass or rider by account and by meter, where applicable;
 5. Electric load profile reference category or code, if not based on service class, whether the customer's account is settled with the ISO utilizing an actual 'hourly' or a 'class shape' methodology, or Installed Capacity (ICAP) tag, which indicates the customer's peak electricity demand;
 6. Customer's number of meters and meter numbers;
 7. Whether the customer receives any special delivery or commodity "first through the meter" incentives, or incentives from the New York Power Authority;
 8. The customer's Standard Industrial Classification (SIC) code;
 9. Usage type (e.g., kWh or therm), reporting period, and type of consumption (actual, estimated, or billed);
 10. Whether the customer's commodity service is currently provided by the utility;
 11. 12 months, or the life of the account, whichever is less, of customer data via EDI and, upon separate request, an additional 12 months, or the life of the account, whichever is less, of customer data via EDI or an alternative system at the discretion of the distribution utility or MDSP, and, where applicable, demand information;³ if the customer has more than one meter associated with an account, the distribution utility or MDSP shall provide the applicable information, if available, for each meter; and

¹ If a distribution utility or MDSP offer a gas profile and consumption history, an ESCO may choose either option. A distribution utility or MDSP shall make available, upon request, class average load profiles for electric customers.

² A distribution utility or MDSP, in addition to EDI transmittal, may provide Web based access to customer history information.

³ A distribution utility may provide data for a standard 24 months or life of the account, whichever is less, as part of its Customer Contract Information Set.

12. Electronic interval data in summary form (billing determinants aggregated in the rating periods under a distribution utility's tariffs) via EDI, and if requested in detail, via an acceptable alternative electronic format.
- b. A gas profile for a gas account shall include:
 1. Customer's service address;
 2. Gas account indicator;
 3. Customer's number of meters and meter numbers;
 4. Sales tax district used by the distribution utility for billing and whether the utility identifies the customer as tax exempt;;
 5. The customer's Standard Industrial Classification (SIC) code;
 6. Whether the customer's commodity service is currently provided by the utility;
 7. Rate service class and subclass or rider, by account and by meter, where applicable;
 8. Date of gas profile; and,
 9. Weather normalization forecast of the customer's gas consumption for the most recent 12 months or life of the account, whichever is less, and the factors used to develop the forecast.
3. Billing Determinant Information Set. Upon acceptance of an ESCO enrollment request, a distribution utility shall provide the following billing information for an electric or gas account, as applicable¹:
 - a. Customer's service address, and billing address, if different;
 - b. Electric and/or gas account indicator;
 - c. Meter reading date or cycle and reporting period;
 - d. Billing date or cycle and billing period;
 - e. Meter number, if available;
 - f. Distribution utility rate class and subclass, by meter;
 - g. Description of usage measurement type and reporting period;
 - h. Customer's load profile group, for electric accounts only;
 - i. Life support equipment indicator;
 - j. Gas pool indicator, for gas accounts only;
 - k. Gas capacity/assignment obligation code;
 - l. Customer's location based marginal pricing zone, for electric accounts only; and,
 - m. Budget billing indicator.²

¹ As specified in the EDI standard for an enrollment request and response, the distribution utility may transmit additional data elements, based upon the request, the responding distribution utility, and the commodity type.

² This indicator is limited to 12 month levelized payment plans and does not include other payment plans.

4. Credit Information Set. The distribution utility or MDSP shall provide credit information for the most recent 24 months or life of the account, whichever is less, upon receipt of an ESCO's electronic or written affirmation that the customer provided authorization for release of the information to the ESCO. Credit information shall include number of times a late payment charge was assessed and incidents of service disconnection.

D. Direct Customer Information

A Direct Customer shall receive usage data and any subsequent changes, corrections and adjustments to previously supplied data, and estimated consumption for a period, at the same time that the distribution utility validates them for use. The distribution utility or MDSP shall make available, upon request, to an electric Direct Customer, a class load profile for its service class.

E. Charges for Customer Information

No distribution utility or MDSP shall impose charges upon ESCOs or Direct Customers for provision of the information described in this Section. The distribution utility may impose an incremental cost based fee, authorized in tariffs for an ESCO's request for customer data for a period in excess of 24 months or for detailed interval data per account for any length of time.

F. Unauthorized Information Release

An ESCO, its employees, agents, and designees, are prohibited from selling, disclosing or providing any customer information obtained from a distribution utility or MDSP, in accordance with this Section, to others, including their affiliates, unless such sale, disclosure or provision is required to facilitate or maintain service to the customer or is specifically authorized by the customer or required by legal authority. If such authorization is requested from the customer, the ESCO shall, prior to authorization, describe to the customer the information it intends to release and the recipient of the information.

SECTION 5: CHANGES IN SERVICE PROVIDERS**A. Applicability**

This Section establishes practices for receiving, processing, and fulfilling requests for changing a customer's electricity or natural gas provider and for obtaining a customer's authorization for the change. A change in a provider includes transfer from: (1) one ESCO to another; (2) an ESCO to a distribution utility; and (3) a distribution utility to an ESCO. This Section also establishes practices for: an ESCO's drop of a customer or a customer's drop of an ESCO, retention of an ESCO after a customer's relocation within a distribution utility's service area, assignment of a customer, and initiation or discontinuance of procurement of electricity or natural gas supplies by a Direct Customer. This Section does not establish practices for obtaining other energy-related services or changing billing options.

The process of changing a service provider is comprised of two steps. For enrollment with an ESCO, the first step is obtaining customer agreement, and any required third party verification, to accept electric and/or natural gas service according to the terms and conditions of an offer. A sales agreement establishes the terms and conditions of the customer's business arrangement with the ESCO. The second step is enrollment and the distribution utility's modification of its records to list the customer's transfer to a provider on a specific date. The second step is primarily between the ESCO and the distribution utility.

B. Customer Agreement

An ESCO, or its agent, may solicit and enter into a sales agreement with a customer subject to the following requirements.

1. The ESCO shall obtain a customer agreement to initiate service and enroll a customer and customer authorization to release information to the ESCO by means of one of the following methods.
 - a. Telephone agreement and authorization, preceded, or followed within three business days, by provision of a sales agreement, in accordance with requirements in Attachment 1 – Telephonic Agreement and Authorization/Third Party Verification Requirements;
 - b. Electronic agreement and authorization, attached to an electronic version of the sales agreement, in accordance with requirements in Attachment 2 – Electronic Agreement and Authorization Requirements; or
 - c. Written agreement bearing a customer's signature on a sales agreement (original or fax copy of a signed document), in accordance with requirements in Attachment 3 – Written Agreement and Authorization Requirements.
2. For any sale resulting from either door-to-door or telephonic marketing, each enrollment is only valid with an independent third party verification.
3. The ESCO shall provide residential customers the right to cancel a sales agreement within three business days after its receipt (cancellation period).
4. The standard Sales Agreements for each customer class shall include the following information written in plain language:

- a. Terms and conditions applicable to the business relationship between the ESCO and the customer which includes:
 1. provisions governing the process for rescinding or terminating an agreement by the ESCO or the customer including provisions stating that a residential customer may rescind the agreement within three business days after its receipt;
 2. the placeholder for the price or how the price is determined, the terms and conditions of the agreement, including the term and end date, if any, of the agreement, the amount of the termination fee and the method of calculating the termination fee, if any, the amount of late payment fees, if applicable, and the provisions, if any, for the renewal of the agreement; and,
 3. a clear description of the conditions, if any, that must be present in order for savings to be provided to the customer, if savings are guaranteed.
 - b. Such contract shall also include on the first page thereof a Customer Disclosure Statement (the Statement). The text within this Statement shall state in plain language the terms and conditions described above and set forth in Attachment 4 – Sample Customer Disclosure Statement. When the form contract is used by the ESCO as its agreement with the customer, the Customer Disclosure Statement shall also contain the price term of the agreement. In the event that the text in the Statement differs from or is in conflict with a term stated elsewhere in the agreement, the term described by the text in the Statement shall constitute the agreement with the customer notwithstanding a conflicting term expressed elsewhere in the agreement.
 - c. Procedures for resolving disputes between the ESCO and a customer;
 - d. Consumer protections provided by the ESCO to the customer;
 - e. Method for applying payments and consequences of non-payment;
 - f. Any charges and fees, services, options or products offered by the ESCO;
 - g. Department contact information, including the Department ESCO hotline at 1-888-697-7728;
 - h. ESCO contact information, including a local or toll-free number from the customer's service location, and procedures used for after-hours contacts and emergency contacts, including transfer of emergency calls directly to a distribution utility and/or an answering machine message that includes an emergency number for direct contact with the distribution utility.
 - i. A statement that the ESCO shall provide at least 15 calendar days notice prior to any cancellation of service to a customer; and
 - j. If a condition of service, a statement that the ESCO reserves the right to assign the contract to another ESCO.
5. Additional terms and conditions applicable to residential customers and customers solicited via door-to-door sales include:
 - a. Prepayments – no agreement for the provision of energy by an ESCO shall require a prepayment. Where an ESCO is the billing party, it may offer a

customer an option of prepayment. Any agreement providing for prepayment may be cancelled by the customer, without penalty within 90 calendar days from the date of such agreement. Any unused portion of the prepayment shall be returned to the customer within 30 business days following cancellation of the agreement.

- b. Termination fees – no agreement for the provision of energy by an ESCO shall require a termination or early cancellation fee in excess of either a) \$100 for any contract with a remaining term of less than 12 months; or b) \$200 for any contract with a remaining term of more than 12 months or; c) twice the estimated bill for energy services for an average month, provided that an estimate of an average monthly bill was provided to the customer when the offer was made by the ESCO along with the amount of any early termination fee. To calculate such average monthly bill, the ESCO may use an average of the customer's actual usage for the previous twelve months or if such data is unavailable at the time the offer is made apply the usage for a typical customer in that service classification as reported by the distribution utility or the Commission, and multiply it by the ESCO's estimate of the average annual rate that will be charged under the agreement.
- c. Variable charges – all variable charges must be clearly and conspicuously identified in all contracts, sales agreements and marketing materials.
- d. Material changes and renewals– no material changes shall be made in the terms or duration of any contract for the provision of energy by an ESCO without the express consent of the customer obtained under the methods authorized in the UBP. This shall not restrict an ESCO from renewing a contract by clearly informing the customer in writing, not less than thirty days nor more than sixty days prior to the renewal date, of the renewal terms and the customer's option to reject the renewal terms. A customer shall not be charged a termination fee as set forth in Section 5.B.3.1.a herein, if the customer objects to such renewal within three business days of receipt of the first billing statement under the agreement as renewed. Regarding contract renewals, with the exception of a rate change, or an initial sales agreement that specifies that the agreement renews on a monthly basis with a variable rate methodology which was specified in the initial sales agreement, all changes will be considered material and will require that the ESCO obtain the customer's express consent for renewal.
- e. A renewal notice in the standardized format provided by the Department, must be used.
- f. The renewal notice must be enclosed in an envelope which states in bold lettering: "IMPORTANT: YOUR [ESCO NAME] CONTRACT RENEWAL OFFER IS ENCLOSED. THIS MAY AFFECT THE PRICE YOU PAY FOR ENERGY SUPPLY."
- g. When a fixed-price agreement is renewed as a fixed-price agreement, the ESCO shall provide the customer with an additional notice before the issuance of the first billing statement under the terms of the contract as renewed, but not more than 10 days prior to the date of the issuance of that bill. This notice

shall inform the customer of the new rate and of his or her opportunity to object to the renewal, without the imposition of any early termination fees, within three days of receiving the first billing statement under the terms of the contract as renewed.

C. Provision of List of ESCOs to Customers

Distribution utilities shall offer to provide a customer who requests initiation of delivery service with an up-to-date list of ESCOs and provide the list at any time, upon request of any customer.

D. Customer Enrollment Procedures

1. An ESCO shall transmit:
 - a. An electric enrollment request to a distribution utility no later than 5 business days prior to the effective date of the enrollment.
 - b. A gas enrollment request to a distribution utility no later than 10 business days prior to the effective date of the enrollment.
 - c. The enrollment request shall contain at a minimum, the information required for processing set forth in Attachment 5, Enrollment Request.
2. The distribution utility shall process enrollment requests in the order received.
3. The distribution utility shall accept only one valid enrollment request¹ for each commodity per customer during a switching cycle. If the distribution utility receives multiple enrollment requests for the same customer during a switching cycle, it shall accept the first valid enrollment request and reject subsequent requests.
4. An ESCO shall submit an enrollment request after it obtains customer authorization, and third party verification where required, and it has provided the sales agreement to the customer. For telephonic enrollments, in which the ESCO sends the customer the sales agreement via US Mail, the ESCO shall provide for two business days for the customer to receive the sales agreement.
5. After receipt of an enrollment request, the distribution utility shall, within one business day, acknowledge its receipt, and provide a response indicating rejection and the reason, or acceptance and the effective date for the change of provider.
6. Upon acceptance of an enrollment request, the distribution utility shall contemporaneously send a notice to the incumbent ESCO that the customer's service with that ESCO will be terminated on the effective date of the new enrollment. In the event that the distribution utility receives notice from the pending ESCO, the incumbent ESCO (with specific customer authorization for each cancellation), or the customer, prior to the effective date that a pending enrollment is cancelled, the distribution utility shall transmit a request to reinstate service to the incumbent ESCO, unless the incumbent ESCO previously terminated service to the customer or the customer requests a return to full utility service.

¹ Criteria for determining the validity of an EDI transaction are described in the EDI processing protocols adopted in Case 98-M-0667, Electronic Data Interchange.

7. With the exception of a new installation use of an interim estimate of consumption or a special meter reading,¹ a change of providers is effective: for an electric customer, on the next regularly scheduled meter reading date; and, for a gas customer, on the next regularly scheduled meter reading date or the first day of the month, in accordance with provisions set forth in the distribution utility's tariff.² The distribution utility shall set the effective date, which shall be no sooner than 5 business days after receipt of an enrollment request. Service to new delivery customers is effective after the installation is complete and, if necessary, inspected.
8. An off-cycle change of an electric service provider is allowed no later than 15 calendar days before the date requested for the change if a new ESCO or a customer arranges for a special meter reading or agrees to accept an interim date for estimating consumption. The ESCO or customer is required to pay the cost for any special meter reading, in accordance with provisions set forth in the distribution utility's tariff. A change based upon an interim estimate of consumption or a special meter reading is effective on the date of the interim estimate or special meter reading. Off-cycle changes of gas service providers are allowed if the incumbent and new ESCO agree on an effective date no later than 15 calendar days following the request.

E. Customer Notification

1. The distribution utility shall send no later than one calendar day after acceptance of an enrollment request a verification letter to the customer notifying the customer of the acceptance. The notice shall inform the customer that if the enrollment is unauthorized or the customer decides to cancel it, the customer is required immediately to so notify the distribution utility and the pending ESCO.
2. Upon receipt of such cancellation, the distribution utility shall cancel the pending enrollment and reinstate the customer with the incumbent ESCO, if any, or the distribution utility, provided that the distribution utility is notified prior to the planned effective date. If the distribution utility is notified on or after the planned effective date, the change to the new provider shall occur and remain effective for one billing cycle. The customer shall return to full utility service at the end of the next switching cycle, unless the customer is enrolled by another ESCO in accordance with this section prior to the next switching cycle.
3. If a customer notifies the pending ESCO of such cancellation, the pending ESCO shall send a customer's drop request to the distribution utility within one business day.

¹ If meters are read bimonthly and bills are issued monthly using estimated usage, the effective date for the interim months is the date usage is estimated for billing purposes.

² If meters are not read within two business days of the scheduled meter reading day, the distribution utility or MDSP shall estimate usage as of the scheduled meter reading day. The effective date for a change of provider is that date, except where changes of natural gas suppliers are scheduled for the first of the month.

F. Rejection of Enrollment Requests

The distribution utility may reject an enrollment request for any of the following reasons:

1. Inability to validate the transaction;
2. Missing or inaccurate data in the enrollment request;
3. ESCO's ineligibility to provide service in the specified territory;
4. No active or pending delivery service;
5. A pending valid prior enrollment request; or
6. The account is coded as ineligible for switching.

G. Customer Relocations Within a Service Territory

1. A customer requesting relocation of service within a distribution utility's service territory and continuation of its ESCO service, arranges for continuation at the new location of delivery service by contacting the distribution utility and of commodity service by contacting the ESCO.¹ Each provider contacted by the customer shall remind the customer of the need to contact the other provider to initiate the change in service or arrange for a conference call with the other provider and customer, and within two days, notify the other provider that a customer requested relocation of service.
2. The distribution utility's representative shall inform the customer, or the customer's agent, and the ESCO of the effective dates, contingent upon the customer's approval, for discontinuance of service at one location and commencement of service at the new location. The ESCO shall confirm to the distribution utility that it shall continue service to the customer at the new location.
3. In the event that the ESCO is unable, or does not wish to continue service to the customer at the new location, the distribution utility shall provide full utility service to the customer.

H. Customers Returning to Full Utility Service

1. A customer arranges for a return to full utility service by contacting either the ESCO or the distribution utility in accordance with this paragraph. An ESCO contacted by the customer shall, within one business day, process the customer's request to return to full utility service. A utility contacted by a customer shall remind the customer to contact the ESCO about the customer's returning to full utility service provided, however, that if the customer has already contacted the ESCO or wants to proceed without contacting the ESCO, the utility shall, within one business day, process the customer's request to return to full utility service. If a change to full utility service results in restrictions on the customer's right to choose another supplier or application of a rate that is different than the one applicable to other full service customers, the distribution utility shall provide advance notice to the customer.

¹ In the Single Retailer Model, the customer contacts only its ESCO. The ESCO notifies the distribution utility of the customer's new service location and mailing address, if applicable. Direct customers contact only the distribution utility.

2. A Direct Customer that intends to change from procuring its own supplies to full utility service shall notify the distribution utility.
 3. No ESCO shall transfer 5,000 or more customers during a billing cycle to full utility service, unless it provides no less than 60 calendar days notice to the distribution utility and Department. The transfers shall occur on the customers' regularly scheduled meter reading dates, unless the distribution utility and ESCO agree to a different schedule.
 4. The following process sets forth the steps for an ESCO's return of a customer to full utility service.
 - a. An ESCO may discontinue service to a customer and return the customer to full utility service provided that the ESCO notifies the customer and the distribution utility no later than 15 calendar days before the effective date of the drop. The ESCO's right to discontinue service to any customer is subject to any limitations contained in its sales agreement.
 - b. An ESCO's notice to retail customers shall provide the following information:
 1. Effective date of the discontinuance, established by the distribution utility, unless the ESCO arranged for an off-cycle date;
 2. Statement that the customer has the option to select another ESCO, receive full utility service from the distribution utility, or, if available in the distribution utility's service area and the customer is eligible, accept random assignment by the distribution utility to an ESCO; and,
 3. Statement that customer shall receive full utility service until the customer selects a new ESCO and the change in providers is effective, unless the distribution utility notified the customer that it will terminate its delivery service on or before the discontinuance date.
 - c. The ESCO shall provide a sample form of the notice it plans to send to its customers when it transfers 5,000 or more customers to the Department for review no later than five calendar days before mailing the notice to customers.
- I. New Delivery Customers
1. A customer may initiate distribution utility delivery service and subsequently enter into a customer agreement with an ESCO for commodity supply, or arrange for both services at the same time.
 2. A customer may authorize an ESCO to act as the customer's agent (ESCO agent) in establishing distribution utility service. The ESCO agent shall retain, and produce upon request, documentation that the customer authorized the ESCO to act as the customer's agent.
 3. An ESCO acting as a customer's agent shall establish a new delivery account on behalf of the customer and enroll the customer with the distribution utility so that ESCO commodity service commences when distribution utility delivery service begins. The ESCO shall retain, and produce upon request, documentation that the customer authorized the ESCO to act as the customer's agent. An ESCO that is a customer's agent is authorized to submit the customer's application for new delivery service, in compliance with requirements for such applications stated in

- the law, rules and distribution utility tariffs. An ESCO shall provide the customer's name, service address and, if different, mailing address, telephone number, customer's requested service date for initiation of delivery service, and information about any special need customers, including any need for life support equipment. An ESCO shall refer a customer directly to a distribution utility for arrangement of distribution related matters, such as contribution-in-aid of construction and construction of facilities necessary to provide delivery service and settling of arrears and posting security.
4. Upon a customer's application for service, the distribution utility shall provide an ESCO with the effective date for initiation of delivery service and any other customer information provided to an ESCO in an acceptance of an enrollment request. The distribution utility may notify the customer of the acceptance.
- J. Multiple Assignments of Sales Agreements
1. An ESCO may assign all or a portion of its sales agreements to other ESCOs provided that the assigned sales agreements clearly authorize such assignments or the ESCO provides notice to its customers prior to the assignments and an opportunity for each customer to choose another ESCO or return to full utility service. An ESCO shall provide a written notice no later than 30 calendar days prior to the assignment or transfer date to each customer and distribution utility. The notice to the distribution utility shall include a copy of the assignment document, with financial information redacted, executed by the officers of the involved ESCOs, and a copy of the notice sent to the customer, or, if a form notice, a copy of the form and a list of recipients.
 2. The assignment documents shall specify the party responsible for payment or reimbursement of any and all sums owed under any distribution utility tariff or Federal Energy Regulatory Commission tariff and any service agreements relating thereto, and under any agreements between ESCOs and distribution utilities and between ESCOs and their customers.
 3. An ESCO's notices to customers shall provide the following information:
 - a. Effective date of the assignment;
 - b. The name, mailing and e-mail addresses, and telephone number of the assigned ESCO; and,
 - c. Any changes in the prices, terms and conditions of service, to the extent permitted by the sales agreement.
 4. The ESCO shall provide sample forms and any major modifications of such notices to the Department for review no later than five calendar days before mailing them to customers.
 5. The distribution utility shall, within two business days after receipt of an assignment request, acknowledge and initiate processing of the request and send written notice of the request to the ESCO's assigned customer.
- K. Unauthorized Customer Transfers
1. A change of a customer to another energy provider without the customer's authorization, commonly known as slamming, is not permitted. The distribution

- utility shall report slamming allegations to the Department on at least a monthly basis.
2. An ESCO that engages in slamming shall refund to a customer the difference between charges imposed by the slamming ESCO that exceed the amount the customer would have paid its incumbent provider and pay any reasonable costs incurred by the distribution utility to change the customer's provider from the ESCO that engaged in slamming to another provider.
 3. ESCOs shall retain for two years or for the length of the sales agreement whichever is longer, documentation of a customer's authorization to change providers. Such documentation shall comply with the requirements described in Attachments 1, 2 or 3.
- L. Lists of ESCO Customers, Budget Billing, Charges and Fees
1. A distribution utility, upon an ESCO's request, shall provide at no charge, once each calendar quarter, a list of the ESCO's customers at the time of the request and, monthly, the number of accounts enrolled with an ESCO and the ESCO's sales (kWh and/or dekatherms). ESCOs may obtain such customer lists at other times for cost-based fees set forth in distribution utility tariffs.
 2. A distribution utility shall adjust its bills rendered under a budget billing plan on the effective date for changing a provider and include the adjustments in the customer's next bill.
 3. Upon enrollment of a distribution utility customer with an ESCO or return of an ESCO customer to full utility service, a distribution utility shall impose no restrictions on the number or frequency of changes of gas or electricity providers, except as provided in this paragraph. The distribution utility shall accept only one valid enrollment request for each commodity per customer during a switching cycle. If multiple requests are received for the same customer during a switching cycle, the distribution utility shall accept the first valid enrollment request and reject subsequent enrollment requests.
 4. A distribution utility shall impose no charge for changing a customer's gas or electricity provider.
 5. A distribution utility may establish a fee in its tariffs for a special meter reading.

Attachment 1**Telephonic Agreement and Authorization/Third Party Verification Requirements**

- A. A voice-recorded verification is required to enter into a telephonic agreement or a door to door agreement with a customer to initiate service and begin enrollment. Use of either an Independent Third Party or an Integrated Voice Response system to obtain customer authorization is required for any telephone solicitation or sales resulting from door-to-door marketing. Verification by an Independent Third Party or an Integrated Voice Response system shall be recorded and conducted without the ESCO marketing representative's presence, either on the telephone or in person. A voice-recorded verification shall verify the following information to substantiate the customer's agreement or authorization:
1. Do you understand that this conversation is recorded and that oral acceptance of the [ESCO name]'s offer is an agreement to initiate service and begin enrollment?
 2. Is it [specific date] at [specific time]?
 3. Do you understand that the marketing representative represents [specific ESCO] and that [specific ESCO] is not the distribution utility?
 4. If the sale was conducted through door-to-door marketing, has the marketer left the premises?
 5. Are you [specify customer's name]/Please state your name (or is your company name [specify company name]/Please state your company's name)?
 6. Do you live at [specific address]/Please state your address (or is your company located at [specify company address]/Please state your company's address)?
 7. Is your email address [specific e-mail address] /Please provide your email address (if the customer chose to provide it)?
 8. Is your distribution utility account number [specify account number]/ Please state your distribution utility account number?
 9. Are you the primary account holder or do you have authority to make changes to this account?
 10. If the sale was conducted through door-to-door marketing: did the ESCO marketing representative provide you with the sales agreement, his/her business card or contact information and leave a copy of the ESCO Consumer Bill of Rights?
 11. If the sale was conducted through telemarketing: did the ESCO marketing representative offer to mail you a copy of the ESCO Consumer Bill of Rights or did the ESCO marketing representative tell you how to find the ESCO Consumer Bill of Rights online?
 12. Did you agree to the terms of service as reviewed with you by the [ESCO name] representative on [INSERT ENROLLMENT DATE]?

- a. The price of____(electricity and/or natural gas) under the contract is ____for__months (years).
 - b. Or the price of____(electricity and/or natural gas) under the contract is a variable rate and will vary month-to-month.
 - c. The early termination fee (if any) is____(this may be a methodology instead of a dollar amount).
13. If savings is guaranteed (compared to the utility rate), a plain description of the type of savings and the conditions that must be present in order for the customer to be eligible for savings. If savings is not guaranteed (as compared to the utility supply service) a statement indicating such;
 14. Please be advised that energy supply will be provided by the ESCO, and that energy delivery shall continue to be provided by your utility and the utility will also be available to respond to leaks or other emergencies should they occur;
 15. Do you authorize the release of the following information from your distribution utility: [specify information] and do you understand that you may rescind this authorization at any time by calling [specify toll free number] or e-mailing [specify e-mail address]?
 16. For residential enrollments only: Do you understand that you may rescind the agreement within three business days after its receipt by [describe how such rescission can be accomplished] and if you do not rescind the agreement, an enforceable agreement will be created?
- B. The ESCO, or its agent, shall provide a copy of any Customer Disclosure Statement and sales agreement to the customer by mail, e-mail or fax within three business days after the telephone agreement and independent third party verification occurs. The sales agreement shall set forth the customer's rights and responsibilities and describe the offer in detail, including the specific prices, terms, and conditions of ESCO service. Such agreement shall be substantially the same, in form and content, as the sample contract submitted to the Department pursuant to Section 2.B.1.b.
 - C. The independent third party verification shall be conducted in the same language used in marketing or sales materials presented to the customer, and communicated clearly and in plain language.
 - D. An ESCO shall retain independent third party verification records for two years from the effective date of the agreement and/or authorization or for the length of the sales agreement whichever is longer. In the event of any dispute involving agreement, authorization and/or the independent third party verification , the ESCO shall make available the audio recording of the customer's agreement and/or authorization, including the independent third party verification within five business days after a request from the Department.

Attachment 2**Electronic Agreement and Authorization Requirements**

- A. To enter into an electronic agreement with a customer to initiate service and begin enrollment or to obtain customer authorization for release of information, an ESCO, or its agent, shall electronically record communications with the potential customer. As required in Section 5, the Electronic Agreement and authorization may also require an independent third party verification call, which must include the information in Attachment 1. An ESCO shall provide the following electronic information, as applicable, to substantiate the customer's agreement and/or authorization:
1. A statement that electronic acceptance of a sales agreement is an agreement to initiate service and begin enrollment;
 2. The Customer Disclosure Statement and the sales agreement containing the prices, terms and conditions applicable to the customer, which, if printed as a physical document, would be substantially the same, in form, and content, as the sample contract submitted to the Department pursuant to Section 2.B.1.b.
 3. If savings are guaranteed, or guaranteed under only certain circumstances, the ESCO must provide a written statement which includes a plain language description of the conditions that must be present in order for the savings to be provided;
 4. An identification number and date to allow the customer to verify the specific sales agreement to which the customer assents;
 5. A statement from the ESCO that energy supply will be provided by the ESCO, and that energy delivery shall continue to be provided by the customer's utility; and that said utility will also be available to respond to leaks or other emergencies should they occur;
 6. A requirement that the customer accept or not accept the sales agreement by clicking the appropriate box, displayed as part of the terms and conditions; after the customer clicks the appropriate box to accept the sales agreement, the system shall display a conspicuous notice that the ESCO accepts the customer;
 7. Use of an electronic process that prompts a customer to print or save the sales agreement and provides an option for the customer to request a hard copy of the sales agreement; an ESCO shall send the hard copy by mail within three business days after a customer's request;
 8. A description of the types of information that the ESCO needs to obtain from a distribution utility or MDSP and the purposes of its use, a request that the customer provide authorization for release of this information, and the effective duration of the authorization;
 9. A requirement that the customer agree or not agree to provide such authorization by clicking the appropriate box, displayed as part of the terms and conditions;
 10. A statement that a residential customer may rescind the agreement and authorization within three business days after electronic acceptance of the sales

- agreement; a statement that a customer may rescind the authorization for release of information at any time; provision of a local or toll-free telephone number, and/or an e-mail address for these purposes; upon cancellation of the agreement, the ESCO shall provide a cancellation number;
11. Verification of the date and time of the electronic agreement and authorization; and
 12. Provision by the customer of the customer's name, address, distribution utility customer account number, and any additional information to verify the customer's identify.
- B. The ESCO shall, within three business days of any final agreement to initiate service to a customer, send an electronic confirmation notice to the customer at the customer's e-mail address.
 - C. The ESCO shall use an encryption standard that ensures the privacy of electronically transferred customer information, including information relating to enrollment, renewal, re-negotiation, and cancellation.
 - D. Upon request of a customer, the ESCO shall make available additional copies of the sales agreement throughout its duration. An ESCO shall provide a toll-free telephone number and e-mail address for a customer to request a copy of the sales agreement.
 - E. An ESCO shall retain documentation of a customer's agreement in a retrievable format for two years from the effective date of the customer's acceptance and/or authorization or for the length of the sales agreement whichever is longer. In the event of any dispute involving an electronic agreement or authorization, the ESCO shall provide a copy of the customer's acceptance of the sales agreement and/or authorization for release of information or provide on-line access to the acceptance and/or authorization within five calendar days after a request from the Department.

Attachment 3**Written Agreement and Authorization Requirements**

- A. An ESCO may enter into a written agreement (original or fax copy of a signed document) with a customer to initiate service and begin enrollment or to obtain customer authorization for release of information. As required in Section 5, the Electronic Agreement and authorization may also require an independent third party verification call, which must include the information in Attachment 1. A sales agreement shall contain, in addition to the Customer Disclosure Statement discussed in UBP Section 2.B.1.b.2, the following information, as applicable:
1. A statement that a signature on a sales agreement is an agreement to initiate service and begin enrollment;
 2. A description of the specific prices, terms, and conditions of ESCO service applicable to the customer, which is substantially the same, in form and content, as the sample contract submitted to the Department pursuant to Section 2.B.1.b and, if savings are guaranteed, or guaranteed under only certain circumstances, the ESCO must provide a plain language description of the conditions that must be present in order for the savings to be provided;
 3. A description of the types of information that the ESCO needs to obtain from a distribution utility or MDSP, the purposes of its use, and effective duration of the authorization;
 4. A statement that acceptance of the agreement is an authorization for release of such information;
 5. A customer signature and date; the sales agreement shall be physically separate from any check, prize or other document that confers any benefit on the customer as a result of the customer's selection of the ESCO;
 6. A statement that a residential customer may rescind the agreement within three business days after signing the sales agreement; a statement that a customer may rescind the authorization for release of information at any time; provision of a local, toll-free telephone number, and/or e-mail address for these purposes; the customer may fax a copy of a signed sales agreement to the ESCO; upon cancellation of the agreement, the ESCO shall provide a cancellation number; and
 7. The customer's name, mail and any e-mail address (if the customer chooses to provide it), distribution utility account number, and any additional information to verify the customer's identify.
 8. A statement from the ESCO that energy supply will be provided by the ESCO, and that energy delivery shall continue to be provided by the customer's utility; and that said utility will also be available to respond to leaks or other emergencies should they occur;
- B. ESCOs shall retain written agreements and/or authorizations for two years from the effective date of the agreement and/or authorization or for the length of the agreement whichever is longer. In the event of any dispute involving a sales agreement or

authorization, the ESCO shall provide a copy of the sales agreement and/or authorization within five business days after a request from the Department.

Attachment 4**Sample Customer Disclosure Statement**

Price	
Fixed or Variable and, if variable, how the price is determined	
Length of the agreement and end date	
Process customer may use to rescind the agreement without penalty	
Amount of Early Termination Fee and method of calculation	
Amount of Late Payment Fee and method of calculation	
Provisions for renewal of the agreement	
Conditions under which savings to the customer are guaranteed	

Attachment 5**Enrollment and Drop Requests Information Requirements**

- A. An ESCO shall provide the following information for enrollment requests, and an ESCO or distribution utility shall provide the following information for drop requests:
1. Utility ID (DUNS# or tax ID);
 2. ESCO ID (DUNS# or tax ID);
 3. Commodity requested (electric or gas); and,
 4. Customer's utility account number (including check digit, if applicable).
- B. The following information is required for enrollment requests:
1. Customer's bill option;
 2. For distribution utility rate ready consolidated billing:
 - a. an ESCO's fixed charge, commodity price, sales and use tax rate or rate code;
 - b. ESCO customer account number;
 - c. budget billing status indicator; and,
 - d. tax exemption percent and portion taxed as residential.
 3. For Single Retailer Model: special needs indicator;
 4. For gas service: gas capacity assignment/obligation indicator, and, if applicable, gas pool ID, gas supply service options, and human needs indicator;
 5. For electric service: indicator for a partial requirements customer, if applicable.
- C. The following information is required for drop requests:
1. Reason for the drop;
 2. For distribution utility request, service end date;
 3. For ESCO initiated request, effective date of customer move, if applicable; and
 4. For ESCO initiated request in Single Retailer Model, customer's service and mailing address.

SECTION 6: CUSTOMER INQUIRIES

A. Applicability

This Section establishes requirements for responses by an ESCO or distribution utility to retail access customer inquiries. An ESCO or distribution utility shall respond to customer inquiries sent by means of electronic mail, telecommunication services, mail, or in meetings. The subjects raised in inquiries may result in the filing of complaints.

B. General

1. Distribution utilities and ESCOs shall provide consistent and fair treatment to customers.
2. Distribution utilities and ESCOs shall maintain processes and procedures to resolve customer inquiries without undue discrimination and in an efficient manner and provide an acknowledgement or response to a customer inquiry within 2 days and, if only an acknowledgement is provided, a response within 14 days.
3. Distribution utilities and ESCOs shall provide local or toll-free telephone access from the customer's service area to customer service representatives (CSRs) responsible for responding to customer inquiries and complaints.
4. CSRs shall obtain information from the customer to access and verify the account or premises information. Once verification is made, the CSR shall determine the nature of the inquiry, and, based on this determination, decide whether the distribution utility or the ESCO is responsible for assisting the customer.
5. The CSR shall follow normal procedures for responding to inquiries. If the inquiry is specific to another provider's service, the CSR shall take one of the following actions:
 - a. Forward/transfer the inquiry to the responsible party;
 - b. Direct the customer to contact the responsible party; or,
 - c. Contact the responsible party to resolve the matter and provide a response to the customer.
6. Each distribution utility and ESCO shall maintain a customer service group to coordinate and communicate information regarding customer inquiries and designate a representative to provide information relating to customer inquiries to the Department.
7. ESCOs may provide a teletypewriter (TTY) system or access to TTY number, consistent with distribution utility tariffs.

C. Specific Requests for Information

1. A distribution utility or ESCO shall respond directly to customer inquiries for any information that is related to commodity supply and/or delivery service, to the extent it has the necessary information to respond.
2. The entity responsible for the accuracy of meter readings shall respond to customer inquiries related to usage.

3. The distribution utility and ESCO shall respond to customer inquiries about billing and payment processing, in accordance with UBP Section 9, Billing and Payment Processing.

D. Emergency Contacts

1. An emergency call means any communication from a customer concerning an emergency situation relating to the distribution system, including, but not limited to, reports of gas odor, natural disaster, downed wires, electrical contact, or fire.
2. The ESCO CSR shall transfer emergency telephone calls directly to the distribution utility or provide the distribution utility's emergency number for direct contact to the distribution utility. If no ESCO CSR is available, the ESCO shall provide for after-hours emergency contacts, including transfer of emergency calls directly to a distribution utility or an answering machine message that includes an emergency number for direct contact to the distribution utility.
3. Each ESCO shall provide periodic notices or bill messages to its customers directing them to contact the distribution utility in emergency situations and providing the emergency number.

SECTION 7: DISTRIBUTION UTILITY INVOICES**A. Applicability**

This Section establishes procedures for invoices of charges for services provided by the distribution utility directly to an ESCO or Direct Customer. A distribution utility and ESCO or Direct Customer may agree to establish other arrangements and procedures for presentation and collection of invoices for services rendered.

B. Invoices

1. An ESCO or Direct Customer shall pay the full amount due, without deduction, set-off or counterclaim, within 20 calendar days after the date of electronic transmittal or postmarked date (due date). Subsequent to the due date, charges are overdue and subject to late payment charges at the rate of 1.5% per month. The overdue charges include the amount overdue, any other arrears, and unpaid late payment charges. The distribution utility may provide, upon request, supporting or back-up data in electronic form, if available on its computer system.
2. A distribution utility shall provide interest at the rate of 1.5% on an overpayment caused by the distribution utility's erroneous billing, provided that it may, without applying interest, credit all or a portion of the overpayment to the next bill issued within 30 days and/or refund all or a portion of the overpayment, upon request, within 30 days after its receipt. The distribution utility shall refund any credit balances, upon request.
3. An ESCO or Direct Customer shall make payments by means of an electronic funds transfer. A distribution utility shall use any partial payments first to pay any arrears and second to pay current charges.

C. Billing Inquiries and Disputes

1. An ESCO or Direct Customer shall make any claims relating to inaccuracies of invoices in writing no later than 90 calendar days after the date of electronic transmittal or postmarked date. ESCOs and/or Direct Customers are responsible for payment of disputed charges during any pending dispute.
2. A distribution utility shall designate an employee and provide a telephone number and e-mail address for receipt of inquiries from an ESCO or Direct Customer relating to invoices. The employee shall direct an ESCO or Direct Customer that presents an inquiry or complaint to the responsible and knowledgeable person able to explain charges on an invoice.
3. A distribution utility shall acknowledge in writing receipt of an inquiry within five calendar days after its receipt. A distribution utility shall investigate and respond in writing to the inquiry within 20 calendar days after its receipt.
4. A distribution utility shall refund any overpayments, including interest, within five calendar days after it makes a determination that an ESCO or Direct Customer made an overpayment. It may provide the refund by applying a credit to any overdue amounts or making direct payment of any remainder. The distribution utility shall provide refunds by means of an electronic funds transfer.

Interest is calculated at the rate of 1.5 % per month from the date of the overpayment to the refund.

5. No interest is required on overpayments voluntarily made by an ESCO or Direct Customer to an account, unless an overpayment is applied to security.

**SECTION 8: DISPUTES INVOLVING DISTRIBUTION UTILITIES,
ESCOs OR DIRECT CUSTOMERS**

A. Applicability

This Section describes the dispute resolution processes available at the Department to resolve disputes relating to competitive energy markets involving utilities, ESCOs and/or Direct Customers, including disputes alleging anti-competitive practices. The processes are not available to resolve disputes between retail customers and ESCOs or distribution utilities. They are also not applicable to matters that, in the opinion of the Department Staff, should be submitted by formal petition to the Public Service Commission for its determination or are pending before a court, state or federal agency. The availability of the processes does not limit the rights of a distribution utility, ESCO or Direct Customer to submit any dispute to another body for resolution.

B. Dispute Resolution Processes

The parties shall in good faith use reasonable efforts to resolve any dispute before invoking any of these processes. Distribution utility tariffs and operating and service agreements between the parties shall identify the processes used to resolve disputes, and shall refer to the dispute resolution processes described in this Section as acceptable processes to resolve disputes.

1. Standard Process

The parties shall use a method to send documents described in this paragraph that will verify the date of receipt.

Any distribution utility, ESCO or Direct Customer may initiate a formal dispute resolution process by providing written notice to the opposing party and Department Staff. Such notice shall include a statement that the UBP dispute resolution process is initiated, a description of the dispute, and a proposed resolution with supporting rationale. Department Staff may participate in the process at this or any later point to facilitate the parties' discussions and to assist the parties in reaching a mutually acceptable resolution.

- a. No later than ten calendar days following receipt of the dispute description, if no mutually acceptable resolution is reached, the opposing party shall provide a written response containing an alternative proposal for resolution with supporting rationale and send a copy to Department Staff.
- b. No later than ten days after receipt of the response, if no mutually acceptable resolution is reached, any party or Department Staff may request that the parties schedule a meeting for further discussions. The parties shall meet no later than 15 calendar days following such request, upon advance notice to Department Staff, unless the parties and Department Staff agree upon another date. The Department may assign one or more Staff members to assist the parties in resolving the dispute.
- c. If no mutually acceptable resolution is reached within 40 calendar days after receipt of the written description of the dispute, any party may request an

initial decision from the Department. A party to the dispute may appeal the initial decision to the Public Service Commission.

- d. If the parties reach a mutually acceptable resolution of the dispute, they shall provide to Department Staff a description of the general terms of the resolution.

2. Expedited Process

In the event that an emergency situation arises to justify immediate resolution of a dispute, any party may file a formal dispute resolution request with the Secretary to the Public Service Commission asking for expedited resolution. An emergency situation includes, but is not limited to, a threat to public safety or system reliability or a significant financial risk to the parties or the public. The filing party shall provide a copy of the request to other involved parties and the Department Staff designated to receive information related to dispute resolution under this Section. The request shall describe in detail the emergency situation requiring expedited resolution, state in detail the facts of the dispute, and, to the extent known, set forth the positions of the parties.

SECTION 9: BILLING AND PAYMENT PROCESSING

A. Applicability

This Section establishes requirements¹ for billing and payment processing options offered by a distribution utility and ESCO in a multi-retailer model. This Section does not establish requirements for billing and payment processing in the single retailer model. A distribution utility and ESCO shall comply with the requirements established in this Section, unless they agree upon modifications or other procedures for billing and payment processing in a Billing Services Agreement.

B. Billing and Payment Processing Options: General Requirements

1. A distribution utility shall offer to ESCOs without undue discrimination the billing and payment processing options available in its service territory.
2. A customer participating in a retail access program shall select from the billing and payment processing options offered by ESCOs.
3. A distribution utility shall allow its customers to select, through their ESCOs, one of the billing and payment options available in the distribution utility's service territory. An ESCO may offer to its customers billing and payment processing options available in the customer's service territory and shall maintain or provide for the capability of issuing a separate bill for its services under the dual billing option. An ESCO customer may direct the billing party to send its consolidated bills or dual bills to a third party for processing and payment.
4. A distribution utility or ESCO may perform the responsibilities of a billing party for a customer and the other provider (non-billing party) based upon the billing and payment processing options available to the customer and the customer's choice.
5. A distribution utility or MDSP shall make validated usage information available to the billing and non-billing parties at the time that the distribution utility or MDSP determines that the information is acceptable.²
6. Information on customer usage, billing, and credit is confidential. A distribution utility or MDSP may release such information, upon a customer's authorization, in accordance with the UBP Section 5, Changes in Service Providers.
7. A distribution utility and ESCO shall demonstrate the technical capability to exchange information electronically for their billing and payment processing options.
8. An ESCO shall provide 60 calendar days notice by mail, e-mail or fax to a distribution utility of any plan to offer a billing option that is not currently offered to its customers. The distribution utility may agree to a shorter notice period preceding initiation of the option. The 60 calendar-day notice shall not impose any obligation on any party to proceed without a successful test of data exchange capability and the fulfillment of other obligations described in this Section. If an ESCO later changes its system, it shall provide adequate advance notice and conduct any additional testing required.

¹ The requirements are applicable when EDI is available upon issuance by the Commission of data standards applicable to a bill model and operational upon successful completion of the testing required for a bill model.

² A distribution utility or MDSP shall provide electronic interval data in summary form (billing determinants aggregated in the rating periods under a distribution utility's tariffs) via EDI and, if requested, in detail via an acceptable alternative electronic format if retrieved from meters.

9. A distribution utility and an ESCO are responsible for separately remitting their tax payments to the appropriate taxing authorities.
10. Where the ESCO is the billing party, it may offer a customer an option of prepayment. Where a distribution utility is the consolidated billing party, the distribution utility is not required to support processing of prepayments or application of customer prepayments to ESCO charges.

C. Consolidated Billing: General Requirements

1. A distribution utility and ESCO shall establish in a billing services agreement (BSA) detailed expectations for their responsibilities, including consequences for any failure to carry out such responsibilities.
2. A distribution utility may use the bill ready or rate ready method¹ for issuing consolidated bills. An ESCO that offers consolidated billing shall use a bill ready method.
3. A customer receiving delivery service from a distribution utility that is a combination natural gas and electric corporation (combination retail access customer) may receive a consolidated bill for both energy services if:
 - a. The distribution utility issues the consolidated bill;
 - b. One ESCO supplies the customer with both natural gas and electricity;
 - c. An ESCO supplying only one of the commodities agrees to bill for charges for the service provided by the other ESCO; or,
 - d. Separate distribution utility accounts are established for each service.
4. A combination retail access customer may receive separate consolidated bills for each commodity or a dual bill for one commodity and a consolidated bill for the other provided that the distribution utility's system is capable of providing separate accounts for each commodity. A distribution utility shall establish bill cycles and payment due dates. A distribution utility may charge a fee, as set forth in its tariff, to an ESCO to establish, upon the ESCO's request, a separate account for one of the commodities the distribution utility provides.

D. Consolidated Billing: Functions and Responsibilities

1. A billing party shall perform the following functions and responsibilities:
 - a. If the bill ready method is used, receive bill charges and other billing information from the non-billing party;
 - b. If the rate ready method is used, receive rates, rate codes and/or prices (fixed and/or variable) and other billing information from the non-billing party;
 - c. Receive bill messages and bill inserts from the non-billing party;
 - d. If the bill ready method is used, acknowledge receipt of the non-billing party's information and accept or reject it;

¹ A distribution utility electing the rate ready method for utility consolidated billing is not obligated to calculate or bill separately for other goods and services that an ESCO may provide.

- e. If the rate ready method is used,¹ calculate billed charges, including sales and use taxes; the non-billing party is required to provide the customer's sales and use tax rate to the billing party;
 - f. Print or make available electronically consolidated bills that state the non-billing party's charges, including taxes, arrearages, late fees, and bill messages;
 - g. Insert in bill envelopes consolidated bills and inserts required by statute, regulation or Public Service Commission order;
 - h. Stamp, sort and mail consolidated bills or, if authorized, transmit bills electronically;
 - i. Cancel and rebill charges;
 - j. Notify the non-billing party of amounts billed, by account, within two business days after rendering bills to customers;
 - k. Receive and record customer payments;
 - l. Allocate and transmit the non-billing party's share of receipts, by account, to the non-billing party;
 - m. Respond to general inquiries and complaints about the bill and its format; refer customers to the non-billing party for inquiries and complaints related to the non-billing party's rates, charges, services, or calculations; and,
 - n. Maintain records of billing information, including amounts collected, remaining and transferred, and dates.
2. If the bill ready method is used, each party shall calculate and separately state sales and use taxes applicable to its charges; if the rate ready method is used, the billing party shall calculate and separately state the state sales and use taxes applicable to its charges and the non-billing party's charges.
 3. A party that requires a customer's deposit shall administer it. If a non-billing party applies a customer deposit to an outstanding balance, it shall notify the billing party.
 4. Upon receipt of payments, a non-billing party shall notify the billing party.
 5. To initiate consolidated billing using the rate ready method, the non-billing party shall provide the billing party with the rates, rate codes, and/or prices (fixed and/or variable) and tax rates necessary to calculate the non-billing party's charges. The billing party shall specify in the BSA the number of prices for each service class per commodity accepted, deadline for transmission, effective date, and acceptable frequency of changes.²
 6. The billing party may process special handling requests from customers provided that it obtains agreement from the non-billing party for requests that affect it;
 7. The billing party is not required to calculate or provide separate statements to customers regarding gross receipts taxes applicable to a non-billing party's charges. The non-billing party may calculate and provide information on the gross receipts taxes applicable to its charges in a bill message or, if the bill ready method is used, as a line item on the bill.

¹ A distribution utility is not required to calculate or bill for ESCO services that are not directly related to the commodity it delivers.

² If a billing party's billing system is capable of providing the service, a billing party shall, upon request, apply a different rate, rate code, and/or price and tax rate to usage during different portions of the billing cycle to service provided after the effective date of the change. The non-billing party shall request a change in the rate, rate code, and/or price no later than four business days prior to the effective date requested.

8. The non-billing party may offer special billing features, such as budget billing or average payment plans.
- E. Consolidated Billing: Initiation, Changes or Discontinuance
1. Initiation
 - a. An ESCO that proposes to issue consolidated bills shall establish and provide to a distribution utility written procedures for billing and payment processing that ensure billing accuracy and timeliness, proper distribution of a distribution utility's bill messages and inserts, and proper allocation and transfer of distribution utility funds.
 - b. No distribution utility may impose a fee on an ESCO to process its application to offer consolidated billing.
 2. Changes

A request to change a customer's billing option shall be made on or before 15 calendar days prior to the scheduled meter reading date.
 3. Suspension and Discontinuance
 - a. A distribution utility may suspend or discontinue an ESCO's right to offer consolidated billing as a billing party or a non-billing party for failure to comply with a BSA. Suspension of the right to offer consolidated billing means that the ESCO is prohibited from offering consolidated billing to new customers.
 - b. Upon a determination by a distribution utility to suspend or discontinue an ESCO's right to offer consolidated billing to customers, it shall provide notice on or before 15 calendar days prior to the proposed date for the suspension or discontinuance (cure period) to the ESCO and state the reason for its determination. Upon failure of the ESCO to correct the deficiency on or before the expiration of the cure period, the distribution utility may require a change to dual billing for the ESCO's customers.
 - c. Upon discontinuance of consolidated billing rights, an ESCO may reapply to the distribution utility to offer consolidated billing. A distribution utility shall expedite consideration of such requests. Customers may begin receiving consolidated bills again after requirements are satisfied, including submission of transaction requests to establish consolidated billing for customers.
- F. Consolidated Billing: Customer Requests
1. A customer may request an ESCO to change its billing option. The ESCO shall request the bill option change on or before 15 calendar days prior to the scheduled meter reading date. An EDI change request is used to request a change in a customer's bill option. After receipt of the change request, a distribution utility shall, within one business day, acknowledge receipt of the request and, within two days, provide a response indicating rejection and the reason or acceptance and the effective date.
 2. No distribution utility may impose a charge on a customer or an ESCO for changing a billing option.
 3. When more than one request to change a customer's billing option is transmitted for a billing cycle, a billing party shall accept the last timely request received.
 4. A distribution utility may deny a request to initiate consolidated billing or discontinue consolidated billing for a customer with an amount past due for at least 38 calendar days,

unless the past due amount is subject to a DPA and the customer is fulfilling DPA obligations.

G. Consolidated Billing: Content

1. A billing party may decide upon the format for its consolidated bill provided that it states a summary of total charges and separately states distribution utility and ESCO charges in sufficient detail to allow a customer to judge their accuracy. Such separate statements shall appear in clearly separated portions of the bill and identify their source, distribution utility or ESCO. An ESCO that provides consolidated billing shall state on its consolidated bill the unadjusted distribution utility charges for delivery services provided by a distribution utility, without change.
2. A consolidated bill shall contain the information listed in Attachment 1, General Information, preferably in a summary section. The billing party may place the information on the bill in any order or location.
3. A consolidated bill shall contain the information listed in Attachment 2, Distribution Utility Content, separately stated for each distribution utility.
4. A consolidated bill shall contain the information listed in Attachment 3, ESCO Content, separately stated for each ESCO.
5. If the rate ready method is used, the ESCO shall provide to the distribution utility information listed in Attachment 3, ESCO Section Content, to the extent necessary for the distribution utility to calculate and issue bills. To initiate utility consolidated billing using the rate ready method, an ESCO shall provide the information to the distribution utility on or before 15 calendar days prior to the scheduled meter reading date. An ESCO may request a price or rate change no later than four business days prior to its effective date.
6. If a billing party and non-billing party agree to show the non-billing party's logo on the bill, the non-billing party shall provide it in an acceptable electronic format at least thirty days before its initial use.
7. If the rate ready method is used, a non-billing party is not required to provide information after it is initially submitted, except when a change is made.
8. When an ESCO issues a consolidated bill and the distribution utility transmits bill ready data, the distribution utility shall transmit to the ESCO at the appropriate time the applicable information listed in Attachment 2, Distribution Utility Content, items d – q, and the customer's name and service address.
9. When an ESCO issues consolidated bills on behalf of other ESCOs and distribution utilities and the other ESCOs provide information, the non-billing ESCOs shall provide bill ready information listed in Attachment 3, ESCO Content to the billing ESCO.
10. No party shall engage in cramming.
11. A non-billing party may display its bill messages up to 480 characters in length on the bill provided that the billing party raises no reasonable objection to the message. There is no limit in message length for the billing party. If the bill ready method is used, the non-billing party shall transmit the text of the messages or agreed upon message codes in the same EDI transaction as the billed charges. If the rate ready method is used, a non-billing party shall submit a common bill message on or before 15 calendar days before the date used. Unless a final print date is provided, the billing party shall continue to print the message on bills until

- the non-billing party transmits a different message or requests its discontinuance. In emergencies requiring printing of messages on bills, the billing party shall accommodate the needs of the non-billing party, if practicable.
12. The billing party shall, in a timely manner, print on bills or insert into bill envelopes information that a statute, regulation, or Public Service Commission order requires a distribution utility or ESCO to send to its customers. The billing party may not assess charges for inclusion of required inserts that do not exceed one-half ounce. A distribution utility may charge for any excess weight in accordance with its tariff. The party responsible for providing the information shall submit it to the billing party. If the information is provided in a bill insert, the responsible party shall deliver the inserts in preprinted bulk form in a proper size on or before 15 calendar days before the date requested for initiation of distribution to customers to a location designated by the billing party.
 13. Due dates and other general payment terms and conditions shall be identical for distribution utility and ESCO charges, unless different terms and conditions would have no impact on them. In the event of a conflict, the distribution utility's payment terms and conditions shall govern.

H. Consolidated Billing: Bill Issuance

1. No late charge may be applied to customers' bills for distribution utility charges, if payment is received by the billing party within the grace period.
2. If the bill ready method is used, the non-billing party shall transmit its charges and other information to the billing party on or before two business days after receipt of valid usage data for a customer account. If the rate ready method is used, the non-billing party shall transmit any revisions in rate and/or price data to the billing party on or before four business days prior to the prescribed date.
3. If the bill ready method is used, a billing party that receives a non-billing party's transaction within the prescribed time and rejects the transaction for cause shall, within one business day after receipt of the transaction, send the non-billing party an EDI reject transaction and state the reason for the rejection. The non-billing party may, if time permits, submit a corrected file containing billing charges for inclusion in the current billing statement.
4. If a non-billing party's transaction is sent to the billing party outside the prescribed time frame, the billing party may reject the transaction and shall notify the non-billing party on or before two business days after its receipt that the charges were not billed. The non-billing party may resubmit its charges the following billing period in accordance with prescribed time limits and without late charges. If the bill ready method is used, the non-billing party may submit a separate bill to the customer and notify the billing party of the action. The parties may also agree that the billing party shall hold the non-billing party's charges for inclusion in the next bill.
5. If a non-billing party's transaction is accepted using the bill ready method, the billing party shall render a bill within two business days after receipt of the transaction. If a rate ready method is used, a billing party shall render a bill in accordance with the distribution utility's regular bill issuance schedule. A bill is rendered upon transfer to the custody of the U.S. Postal Service or other delivery service or, if authorized by a customer, sent electronically to a valid e-mail address or telefax number, displayed on a secure website, or presented directly to the customer or customer's representative.

6. If the billing party has not purchased a non-billing party's accounts receivable, is able to process the non-billing party's transaction, and is unable to render a bill within the prescribed time, the billing party shall notify the non-billing party immediately. A billing party shall afford customers the same grace period to pay the bill.
 7. If the rate ready method is used, the billing party shall provide to the non-billing party within two business days after bill issuance, a statement of the accounts billed, date of issuance and amount of the non-billing party's charges shown on the bill (past due, current, and late payment charges and taxes).
- I. Consolidated Billing: Cancellations and Rebills
1. If non-billing party errors occur and are not corrected before the bill is issued, a billing party is not required to cancel bills or issue new bills. The non-billing party shall provide any necessary explanations to the customer and billing party and make any necessary adjustments on the next bill.
 2. If billing party errors cause the non-billing party charges to miss the billing window, the billing party shall cancel and reissue the bills within two business days after notification, unless the billing party and non-billing party arrange an alternative bill correction process.¹ A billing party shall afford customers the same grace period to pay bills.
 3. If no party errs, the parties may agree to cancel and rebill.
 4. To cancel a bill, a billing party shall:
 - a. Cancel usage by billing period;
 - b. Send consumption in the cancel transaction that matches consumption sent in the original transaction;
 - c. Send cancelled usage at the same level of detail as the original usage;
 - d. Using the rate ready method, if a bill is to be cancelled and reissued, recalculate charges and issue revised bills to customers within two business days after receipt of the revised usage data;
 - e. Using the bill ready method, if a bill is to be cancelled and reissued, issue the revised bill to customers within two business days after receipt of the revised usage data.
 5. To restate usage for a period, the distribution utility or MDSP shall first cancel usage for that period and then send the full set of restatement transactions.
- J. Consolidated Billing: Payment Processing and Remittance
1. The parties shall set forth their responsibilities, performance parameters, financial arrangements and other details associated with payment processing and remittance in a BSA, subject to the requirements in this Section.
 - a. In the Pay-as-You-Get-Paid Method, the billing party sends payments to the non-billing party, within two business days of receipt and posting of the funds and processes the payments in accordance with the required priority for application of payments established in this Section.
 - b. A BSA shall establish procedures for processing payments made on any purchased accounts receivable.

¹ Such errors do not include usage-related adjustments necessary when an actual meter reading becomes available to replace an estimated reading required, for example, because a customer denies access to a meter.

2. Payment Processing

- a. The billing party shall notify the non-billing party that payment is received and send payments to the non-billing party, within two business days after receipt and posting, by use of Electronic Funds Transfer (EFT), Automated Clearing House (ACH), or similar means to banks or other entities as agreed upon by the parties. The notice shall include, in account detail, the payments received from customers, the date payments are posted, the date payments are transferred, and the amounts allocated to the non-billing party's charges.
- b. The billing party may impose late payment charges on unpaid amounts not in dispute for the non-billing party provided the terms of the late payment charges are stated in a tariff or a sales agreement and previously disclosed to the customers. If the bill ready method is used, each party shall calculate its late payment charges. If the rate ready method is used, the billing party shall calculate the non-billing party's late payment charges under terms agreed upon by the parties. If a customer's check is returned for any reason, the billing party may charge the customer's account for the return fee and any reasonable administrative fee.
- c. Upon failure of the billing party to pay the non-billing party its proper share of customer payments within two business days after their receipt and posting or at the time agreed upon when accounts receivable are purchased, the billing party shall pay interest on the unremitted amount. The billing party shall calculate the interest at the rate of 1.5 percent per month from the date the payment was due to be received by the non-billing party or its bank.¹ The payment of interest is in addition to, and not in lieu of, the rights and remedies otherwise available to the parties.

3. Collections

The billing party is not responsible for collection of non-billing party funds, unless agreed to in a BSA.

4. Application of payments

- a. The billing party² shall allocate customer payments to the following categories of charges on the bill or contained in a notice that are not in dispute in this order of priority of payment: (1) amounts owed to avoid termination, suspension or disconnection of commodity or delivery service; (2) amounts owed under a DPA, including installment payments and current charges; (3) arrears; and (4) current charges not associated with a DPA. The billing party shall pro-rate payments to the charges within each category in proportion to each party's charges in that category. After satisfaction of the charges in a category, assuming available funds, the remainder of the payment shall apply to the next highest category according to the priority of payments and in the same manner as described above until the payment is exhausted.

¹ Upon request, the billing party shall provide the non-billing party with a verified copy of the posting log of payments received and transferred to the non-billing party during any calendar month specified by the non-billing party.

² Distribution utilities supplying delivery service for both natural gas and electricity to customers receiving consolidated bills shall apply the receipts to the separate services in accordance with their regular procedures. Where a consolidated bill displays delivery charges for separate gas and electric distribution utilities, the customer's payments shall be first prorated between the utility accounts in accordance with the amount each is due compared with the total amount due both distribution utilities.

- b. The billing party may retain any payment amounts in excess of the amounts due as prepayments for future charges or return the excess amounts to customers. The billing party shall, in a timely manner, combine any excess payment amounts with the customer's payment on the next bill, and allocate and pro-rate the sum as set forth in Section 9.J.4.a.¹
 - c. When the billing or non-billing party enters into a multi-month payment agreement with a customer or waives any charges, that party shall notify the other party of such action.
 - d. The billing party shall hold payments received without account numbers or enough information for the billing party to identify the accounts and attempt to obtain information to identify the payer. If sufficient information is not obtained to identify the account information prior to the next bill, the billing party shall present the unpaid amount and late charge, if applicable, on the bill. If the customer contacts the billing party to inquire about the late charge and the lack of payment credit, the billing party shall resolve the matter and reverse the late charges. The billing party shall notify the non-billing party of the matter and its resolution and then allocate payments as necessary to balance the account.
5. Multiple Account Payment Processing
- Processing of a single customer payment for multiple accounts requires proactive action on the part of the billing party and the non-billing party to apply payments correctly. The parties shall set forth arrangements for multiple account payment processing in a BSA.
6. Non-billing Party's Balance
- a. Except as provided in Section 9.J.6 d., when a final bill is issued, the billing party shall maintain a current and past due balance for each account of the non-billing party until payment of the last bill issued for service provided by the non-billing party or 23 days after issuance of such bill, whichever is sooner. After such time, the account shall be considered "inactive."
 - b. Except as provided in Section 9.J.6 d., when a customer changes to a new ESCO, the billing party shall continue to receive and apply a customer's payments for the active account of the prior ESCO. If the customer does not pay the outstanding balance owed to the prior ESCO on or before 23 days after the final bill containing the prior ESCO's charges is issued, the billing party shall notify the ESCO and report the balance due.
 - c. With regard to a new distribution utility/ESCO relationship following a change of ESCOs or a change in a distribution utility, the new billing party shall, upon request of the new non-billing party, bill for the balances that may exist at the time of the change. The new billing party may include the arrears on current bills or in a separate bill if its billing system is not capable of accepting prior charges. If a change of providers occurs, a distribution utility is not required to post any arrears of the prior ESCO on consolidated bills issued after the final billing of its charges, unless the arrears become the property of the new ESCO and it provides documentation of its property right to the distribution utility.

¹ Where the customer elects to make a charitable donation, such as funding a low income program, satisfaction of the donation shall be made prior to allocation and pro-ration of the customer's excess payment.

- d. Upon ESCO termination of the commodity supply of a residential customer due to failure to pay charges, the billing party shall maintain a current and past due balance for the account of the terminating ESCO for one year from the date of termination by the ESCO. In the event that the terminating ESCO seeks suspension of delivery service within one year of the termination, or the residential customer has a DPA, the billing party shall maintain a current and past due balance for each account of the terminating ESCO until the arrears are paid in full.
7. Customer Disputes: Initiating a Bill Complaint
 - a. A customer or authorized representative may initiate a customer complaint regarding some or all of the charges on the customer's bill at any time.
 - b. When a complaint relates to the entire bill, to only the billing party's charges or services, or, using the rate ready method, to calculation of the billing or non-billing party's charges, the customer should contact the billing party. The billing party shall resolve the complaint and, if appropriate, place the customer's account in dispute. In the event the inquiry concerns only a non-billing party's bill, charges, services, or calculations, the billing party shall refer the customer to the non-billing party.
 8. Customer Complaints: Notification
 - a. Upon a determination that a complaint affects the entire bill, the billing party shall notify the non-billing party of the subject and amount in dispute, if known.
 - b. The non-billing party shall inform the billing party of disputes related to non-billing party charges that would affect the billing process.
 - c. Once such complaints are resolved and the billed amounts are no longer in dispute, the other party shall be notified.
- K. Consolidated Billing: Call Centers
- A billing party shall provide call centers with toll-free or local telephone access available 24 hours a day and an answering machine or voice mail service during the hours when call center staff is not available. A billing party shall maintain adequate staff to respond to customers' inquiries or refer inquiries to the non-billing party, where appropriate, within two business days.
- L. Dual Billing
1. The distribution utility and ESCO, acting as separate billing parties, shall render separate bills directly to the customer or the customer's representative. The customer or its representative shall pay the distribution utility and the ESCO separately.
 2. The distribution utility's bill shall conform to the standards set by the Public Service Commission.
 3. The distribution utility or MDSP shall transmit usage data to the ESCO at the time the information is available for rendering bills to customers, which may or may not coincide with meter reading cycle dates.
 4. The ESCO may decide upon its bill format provided that it states its charges in sufficient detail to allow customers to judge the accuracy of their bills. At a minimum, an ESCO shall provide the following information:
 - a. Customer's name and billing address and, if different, service address;
 - b. Customer's account number or ID;

- c. Period or date associated with each product or service billed;
 - d. Name of the entity rendering the bill;
 - e. Address to which payments should be sent or the location where payments may be made;
 - f. Local or toll free number for billing inquiries; if an ESCO enrolls and communicates with customers electronically, an e-mail address and telephone number with area code;
 - g. Due date for payment and a statement that late payment charges shall apply to payments received after the due date; and
 - h. Amount and date of payments received since the last bill.
5. Whenever a distribution utility or MDSP cancels consumption for an account, it shall provide a notice of cancellation and restated billing parameters for the account to an ESCO and a distribution utility, if applicable, and shall:
- a. Cancel usage by billing period;
 - b. Send consumption in the cancel transaction that matches consumption sent in the original transaction;
 - c. Send cancelled usage at the same level of detail as the original usage; and,
 - d. To restate usage for a period, cancel usage for that period and send the full set of billing parameter restatements.

Attachment 1**General Information**

- A. Customer name
- B. Service address
- C. Billing address, if different than service address
- D. Billing party account number, if any
- E. Start of billing cycle period (prior meter reading date for metered customers)
- F. Starting period meter reading (for metered customers)
- G. End of billing cycle period (current meter reading date for metered customers)
- H. Ending period meter reading (for metered customers)
- I. Billing period metered usage, any multiplier necessary to convert usage to billing units and resulting billing units (for metered customers)
- J. Billing period demand, if applicable
- K. Indicators, if usage is estimated, actual or customer provided
- L. Total current charges (total of billing and non-billing party charges, including late charges and taxes)
- M. Total prior billed charges (total of billing and non-billing party prior bill charges, including prior late charges and taxes)
- N. Total credits since last bill (total of billing and non-billing party credits);
- O. Date through which the credits are applied
- P. Total current bill (total of billing and non-billing party charges plus prior bill charges less credits)
- Q. Billing party name (and billing party logo, if billing party wishes it shown)
- R. Billing party address
- S. Billing party toll-free or local telephone number, and for a billing party that enrolls and communicates electronically with customers, an e-mail address and telephone number with area code, in lieu of a toll-free or local telephone number
- T. Distribution utility toll free-or local telephone number and emergency telephone number
- U. Method and location for payments
- V. Date of bill
- W. Payment due date
- X. Billing party messages of any length that apply in general to the bill and services provided by billing and non-billing parties, that are not reasonably objectionable to the parties

Attachment 2**Distribution Utility Content**

- A. Distribution utility name, and logo, if the parties agree
- B. Distribution utility address, if the distribution utility is not the billing party
- C. Distribution utility toll-free or local telephone number for inquiries about the distribution utility portion of the bill, if the distribution utility is not the billing party, and distribution utility emergency number
- D. Distribution utility customer account number, if the distribution utility is not the billing party
- E. Distribution utility rate classification identifier
- F. Distribution utility rates per billing unit, if applicable
- G. Distribution utility rates not based on billing units, if applicable, and unbundled, if applicable
- H. Distribution utility charge adjustments and adders, separately stated
- I. Taxes on distribution utility charges, if separately stated
- J. Billing period total distribution utility charges
- K. Prior billing period total distribution utility charges, including any prior late charges
- L. Credits on prior distribution utility charges
- M. Net prior distribution utility balance remaining, unless included in total prior billed charges stated in the General Information Section
- N. Late charge for unpaid prior distribution utility balance, unless included in total prior billed charges stated in the General Information Section
- O. Total amount due for distribution utility services
- P. If a budget bill, applicable billing information and resulting budget bill amount due for distribution utility services
- Q. The distribution utility's bill message, if any, up to 480 characters, if the distribution utility is not the billing party

Attachment 3**ESCO Content**

- A. ESCO name and logo, if parties agree
- B. ESCO address, if the ESCO is not the billing party
- C. ESCO toll-free or local telephone number for billing inquiries if the ESCO is not the billing party; ESCOs that enroll and communicate electronically with customer may provide an e-mail address and telephone number with area code in lieu of a toll-free or local telephone number; if a rate ready method is used, the billing party shall include a notice directing ESCO customers to call the billing party first to clarify bill calculations
- D. ESCO account number, if the ESCO is not the billing party and has a unique account number
- E. ESCO rate classification, if applicable
- F. ESCO rate per billing unit, if applicable
- G. ESCO rate not based on distribution utility unit, if applicable
- H. ESCO charge adjustments and adders, if any, separately stated
- I. Taxes on ESCO charges, if required to be separately stated
- J. Billing period total ESCO charges
- K. Prior billing period total ESCO charges, including any prior late charges, unless included in total prior billed charges stated in the General Information Section
- L. Credits on prior ESCO charges
- M. Net prior ESCO balance remaining
- N. Total amount due for ESCO services
- O. If a budget bill, applicable billing information and resulting budget bill amount due
- P. The ESCO's bill message, if any, up to 480 characters, if the ESCO is the non-billing party.

SECTION 10: MARKETING STANDARDS

A. Applicability

This Section describes the standards that ESCOs and ESCO marketing representatives must follow when marketing to customers in New York.

B. Training of Marketing Representatives

1. ESCOs shall ensure that the training of their marketing representatives includes:
 - a. Knowledge of this Section and awareness of the other Sections of the New York Uniform Business Practices;
 - b. Knowledge of the ESCO's products and services;
 - c. Knowledge of ESCO rates, payment options and the customers' right to cancel, including the applicability of an early termination fee;
 - d. Knowledge of the applicable provisions of the Home Energy Fair Practices Act that pertains to residential customers; and,
 - e. The ability to provide the customer with a toll-free number from which the customer may obtain information about the ESCO's mechanisms for handling billing questions, disputes, and complaints.

C. Contact with Customers

1. In-Person Contact with Customers¹

ESCO marketing representatives who contact customers in person at a location other than the ESCO's place of business for the purpose of selling any product or service offered by the ESCO shall, before making any other statements or representations to the customer:

- a. Introduce him or herself with an opening statement that identifies the ESCO which he or she represents as an Energy Services Company, identifies him or herself as a representative of that specific ESCO; explains that he or she does not represent the distribution utility; and, explains the purpose of the solicitation.
- b. Produce identification, to be visible at all times thereafter, which:
 1. Prominently displays in reasonable size type face the full name of the marketing representative;
 2. Displays a photograph of the marketing representative and depicts the legitimate trade name and logo of the ESCO they are representing;
 3. Provides the ESCO telephone number for inquires, verification and complaints.
- c. During the sales presentation, the marketing representative must also state that if customer purchases natural gas and/or electricity from the ESCO, that the customer's utility will continue to deliver their energy and will respond to any leaks or emergencies. This requirement may be fulfilled either (a) by an oral statement by the ESCO marketing representative, or (b) written material left by the ESCO marketing representative. Further, ESCOs that are affiliates of distribution utilities should not describe or disclose their relationship to the distribution utility unless such information is specifically requested by the customer.

¹ Including but not limited to marketing encompassed in the definition of door to door sales.

- d. An ESCO marketing representative must provide each prospective residential customer a business card or similar tangible object with the ESCO marketing representative's name; ESCO's name, address, and phone number; date and time of visit and website information for inquires, verification and complaints.
- e. An ESCO marketing representative must provide each prospective residential customer or customer that is marketed to via door to door marketing, with a copy of the ESCO Consumers Bill of Rights, before the ESCO marketing representative makes his or her sales presentation.
- f. An ESCO marketing representative must provide the customer with written information regarding ESCO products and services immediately upon request which must include the ESCOs name and telephone number for inquires, verification and complaints. Any written materials, including contracts, sales agreements, marketing materials and the ESCO Consumers Bill of Rights, must be provided to the customer in the same language utilized to solicit the customer.
- g. Where it is apparent that the customer's English language skills are insufficient to allow the customer to understand and respond to the information conveyed by the ESCO marketing representative or where the customer or another third party informs the ESCO marketing representative of this circumstance, the ESCO marketing representative shall either find a representative in the area who is fluent in the customer's language to continue the marketing activity in his/her stead or terminate the in-person contact with the customer. The use of translation services and language identification cards is permitted.
- h. An ESCO marketing representative must leave the premises of a customer when requested to do so by the customer or the owner/occupant of the premises.
- i. As stated in Section 5.B.2, for any sale resulting from door-to-door marketing, each enrollment is only valid with an independent third party verification in conformance with Section 5, Attachment 1. The verification must occur after the marketing agent has left the customer's premises, and must be completed before the ESCO may enroll a customer.
- j. All ESCOs who have ESCO marketing representatives conducting door-to-door marketing must maintain a daily record, by zip code, of the territories in which the ESCO's marketing representatives have conducted door-to-door marketing. The information should be in a form that can be reported to Staff upon request, and should be retained by the ESCO for a minimum of six months.

2. Telephone Contact with Customers

ESCO marketing representatives who contact customers by telephone for the purpose of selling any product or service offered by the ESCO shall:

- a. Provide the ESCO marketing representative's first name and, on request, the identification number;
- b. State the name of the ESCO on whose behalf the call is being made;
- c. Never represent that the ESCO marketing representative is an employee or representative or acting on behalf of a distribution utility. In addition, the ESCO marketing representative must clearly indicate that taking service from an ESCO will not affect the customer's distribution service and such service will continue to be provided by the customer's distribution utility;

- d. State the purpose of the telephone call;
 - e. Where it is apparent that the customer's English language skills are insufficient to allow the customer to understand and respond to the information conveyed by the ESCO representative or where the customer or another third party informs the ESCO marketing representative of this circumstance, the ESCO marketing representative will immediately transfer the customer to a representative who speaks the customer's language, if such a representative is available, or terminate the call; and,
 - f. Remove Customers' names from the marketing database upon Customers' request.
 - g. When marketing to residential customers the ESCO marketing representative must also:
 - 1. Explain that he or she does not represent the distribution utility;
 - 2. Explain the purpose of the solicitation;
 - 3. Notify each prospective customer of the ESCO Consumer Bill of Rights, where they can find it, and also provide a copy of the ESCO Consumer Bill of Rights with any written material sent to the customer including the sales agreement ; and,
 - 4. Provide any written materials, including contracts, sales agreements, marketing materials and the ESCO Consumers Bill of Rights, must be provided to the customer in the same language utilized to solicit the customer.
 - h. As stated in Section 5.B.2, for any sale resulting from telephonic marketing, each enrollment is only valid with an independent third party verification in conformance with Section 5, Attachment 1. The verification must be completed before the ESCO may enroll a customer.
3. Electronic Enrollments
- a. When marketing to residential customers the ESCO Consumer Bill of Rights should be provided to prospective customers as a non-avoidable screen which a customer must affirmatively acknowledge to verify they have seen the document, prior to effecting an enrollment.
4. Conduct
- ESCOs shall:
- a. Not engage in misleading or deceptive conduct as defined by State or federal law, or by Commission rule, regulation or Order;
 - b. Not make false or misleading representations including misrepresenting rates or savings offered by the ESCO;
 - c. Provide the customer with written information, upon request, or with a website address at which information can be obtained, if the customer requests such information via the internet;
 - d. Use reasonable efforts to provide accurate and timely information about services and products. Such information will include information about rates, contract terms, early termination fees and right of cancellation consistent with Section 2 of the UBP and any other relevant Section;
 - e. Ensure that any product or service offerings that are made by an ESCO contain information written in plain language that is designed to be understood by the customer. This shall include providing any written information to the customer in a language in

which the ESCO representative has substantive discussions with the customer or in which a contract is negotiated;

- f. Investigate customer inquiries and complaints concerning marketing practices within five days of receipt of the complaint; and,
- g. Cooperate with the Department and PSC regarding marketing practices proscribed by the UBP and with local law enforcement in investigations concerning deceptive marketing practices.

5. Dispute Resolution

ESCOs will maintain an internal process for handling customer complaints and resolving disputes arising from marketing activities and shall respond promptly to complaints forwarded by the Department.