

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

Proceeding to Implement Customer Credits and Reimbursements Pursuant to Public Service Law Section 73) Case 22-M-0159
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JOINT UTILITIES’ COMMENTS ON STAFF’S PROPOSAL FOR DEFINITIONS AND PROCEDURES FOR CUSTOMERS TO RECEIVE CREDITS AND REIMBURSEMENTS

I. Introduction

On December 22, 2021, Governor Hochul signed New York Senate Bill 4824(A), which amends the Public Service Law (PSL) to modify PSL §66 to strengthen utility storm hardening and system resiliency planning and to enact Public Service Law Section 73 (PSL §73). PSL §73 requires utilities to compensate customers that have been affected by widespread prolonged outages. The law, which took effect on April 21, 2022, directs the Commission to define specified terms, including “widespread prolonged outage,” “small business customer,” and “proof of loss,” and to promulgate procedures, standards, methodologies, and rules necessary to implement the law.

On April 11, 2022, the Commission issued a Notice of New Proceeding and Comment Solicitation¹ that included a proposal from Department of Public Service (DPS) Staff (Staff) (the Staff Proposal) with proposed definitions, processes, and procedures that Staff recommends the

¹ Case 22-M-0159, *Proceeding to Implement Customer Credits and Reimbursements Pursuant to Public Service Law Section 73* (Storm Hardening Proceeding), Notice of New Proceeding and Soliciting Comments (issued April 11, 2022).

utilities implement to comply with PSL §73.² In these comments,³ the Joint Utilities⁴ recommend changes to Staff’s proposed procedures to prevent the imposition of what is essentially unlimited liability on the Joint Utilities with no opportunity for cost recovery even when the outages were the result of events outside of a utility’s control. The Joint Utilities also recommend clarifications to the determination of outage credits to reflect the language of PSL §73. In addition, the Joint Utilities suggest modifications to definitions in the Staff Proposal that conform more closely to existing Commission regulations and that make it easier for both customers and utilities to understand their rights and obligations.

II. Procedures

a. Waivers for Cost Recovery

The Staff Proposal’s interpretation of PSL §73 imposes potentially unlimited financial obligations on utilities without the opportunity for cost recovery. Under the Staff Proposal, this would be true regardless of whether a utility bears any fault for the outage. This is tantamount to making the Joint Utilities insurers against major storms and the more frequent heat waves that may result from climate change. As the General Counsel for the DPS observed in a memo to the

² Storm Hardening Proceeding, Staff Proposal: Procedure and Definitions (April 11, 2022) (Staff Proposal).

³ In the Staff Proposal, Staff asked interested parties to provide initial comments by May 20, 2022, with reply comments due by June 13, 2022. New York State Register. Consider Staff Proposal on Definitions and Procedures for Customers to Receive Credits and Reimbursements. I.D. No. PSC- 15-22-00002-P (issued April 13, 2022), pp. 11-12, solicits for a single round of comments due June 13, 2022.

⁴ The Joint Utilities are Central Hudson Gas & Electric Corporation (Central Hudson), Consolidated Edison Company of New York, Inc. (Con Edison), National Fuel Gas Distribution Corporation (National Fuel), New York State Electric & Gas Corporation (NYSEG), The Brooklyn Union Gas Company d/b/a National Grid NY (KEDNY), KeySpan Gas East Corporation d/b/a National Grid (KEDLI), and Niagara Mohawk Power Corporation d/b/a National Grid (NMPC, and collectively with KEDNY and KEDLI, National Grid), Orange and Rockland Utilities, Inc. (O&R), and Rochester Gas and Electric Corporation (RG&E).

Special Counsel to the Governor when the legislation was under consideration, this arguably constitutes “an unconstitutional taking due to a lack of due process.”⁵

PSL §73 includes a waiver provision that allows utilities to “petition the commission for a waiver of the requirements of this section.”⁶ The Commission should clarify that a utility may seek a waiver specifically to allow for cost recovery. In addition, to promote consistent treatment of the Joint Utilities and facilitate expedited consideration of petitions under PSL §73’s strict procedural deadlines, the Commission should clarify in this proceeding when it will grant a waiver allowing for cost recovery. Con Edison’s current electric tariff, which requires it to reimburse customers for food and medicine spoilage following outages resulting from malfunctions in certain of its lines and equipment, enumerates a non-exhaustive list of circumstances in which it is appropriate for a utility to obtain cost recovery. Under its tariff, Con Edison is not obligated to reimburse customers when a covered outage is attributable to “(a) equipment associated primarily with lines of higher voltage or with the generation of electricity, (b) deficiencies in generation or transmission facilities, (c) directives from the NYISO, and (d) conditions beyond the Company’s control, such as storms, floods, vandalism, strikes, or fires or accidents external to the Company’s operations, as long as reasonable efforts are made to restore service as soon as practicable.”⁷ Here, the Joint Utilities propose this standard not to avoid reimbursing customers, but only to obtain cost recovery where the utility was not primarily responsible for the outage.

⁵ Memorandum, Robert Rosenthal to Beth Garvey (July 21, 2021), p. 2 (in materials attached to New York Senate Bill 4824-A (December 22, 2021)).

⁶ Pub. Serv. L. §73(3).

⁷ Consolidated Edison Company of New York, Inc., PSC NO: 10—Electricity, Leaf 172, *available at* https://lite.coned.com/_external/erates/documents/elecPSC10/electric-tariff.pdf.

The Commission also should allow a reasonable amount of time for a decision on a petition to allow a utility to seek cost recovery. The statute requires the Joint Utilities to submit waiver petitions within 14 calendar days after the occurrence of a widespread prolonged outage and requires the Commission to issue its ruling within 45 days thereafter.⁸ The most logical reason for this stringent deadline is that utilities do not have to provide credits or pay customer claims while a petition is pending,⁹ so allowing petitions to be heard on less-hurried terms would delay the receipt of reimbursements by customers who have incurred unanticipated expenses. If, however, a utility agrees to timely pay customers' claims and asks only for cost recovery, then customers are not harmed by allowing the Commission adequate time to consider the merits of the utility's petition. Indeed, customers would be better off than if the utility were to seek a broader waiver, as then the utility could potentially delay paying claims for nearly two extra months. For these reasons, the Commission should specify procedures allowing itself more time to consider petitions for cost recovery.¹⁰ One way to do this would be to bifurcate the process so that the utility can (within the statutory time period) petition for leave to seek cost recovery at a later date and then separately obtain such cost recovery either through a subsequent petition or in a later rate case.

b. Waiver Petition and Reimbursement Claim Deadlines

The Joint Utilities submit that customers' deadlines for submitting reimbursement claims and utilities' deadlines for submitting waiver petitions—both set at 14 days in the statute—should be calculated in the same manner. For purposes of consistency, as well as fairness to both

⁸ Pub. Serv. L. §73(3).

⁹ Pub. Serv. L. §§73(1)(b), (c), (d).

¹⁰ If the Commission does not provide the time for adequate consideration of a utility's claim, then it raises a substantial question concerning whether the statute violates utilities' procedural due process rights. The Commission should interpret this statute so as to avoid a Constitutional defect.

customers and utilities, both deadlines should be set at 14 days following the restoration of service to 100 percent of customers affected by a widespread prolonged outage.

The statute sets reasonably equivalent 14-day deadlines for both customers and utilities. It provides that customers must submit their claims for reimbursement “within fourteen days of the outage.”¹¹ It further provides that a utility may file for a waiver “not later than fourteen calendar days after the occurrence of a widespread prolonged outage.”¹² The Staff Proposal does not address how to calculate when a customer’s 14-day period begins—at the start of the outage, when the outage has lasted for 72 consecutive hours, or at restoration. But for utilities, the Staff Proposal suggests that the “triggering of the 14-day filing period is the day on which an event first meets the definition of a ‘widespread prolonged outage.’”¹³ The Joint Utilities oppose this suggestion in the Staff Proposal, as it makes an already difficult-to-administer program during emergency events even more difficult by imposing near-impossible deadlines on utilities that should first focus on safety and restoration. The 14-day period should run not from the start of the outage but from the end of the outage, i.e., after full restoration.

Beginning the 14-day time period at the end of the outage promotes fairness and consistency. By Staff’s logic, a customer’s time to file a reimbursement claim would start to run while the outage was still in progress. The Joint Utilities do not think this would be fair to the customers, who—like the utilities—would have to gather documents and information in support of their filings while still dealing with the disruptions resulting from the outage. For this reason, the customers’ 14-day filing periods should proceed from the time of the utility’s full restoration,

¹¹ Pub. Serv. L. §§73(1)(b), (c), (d).

¹² Pub. Serv. L. §73(3).

¹³ Storm Hardening Proceeding, Staff Proposal, p. 6.

when the immediate crisis has abated and their situations have returned to normal. And this same standard should apply to utilities' time to petition for waivers.

The Joint Utilities' proposal is also most consistent with the statute. The Legislature provided that the 14-day period for utilities to submit waivers would start to run only "after the occurrence" of the outage. Had the Legislature wanted the 14-day period to commence at the start of the widespread prolonged outage, it could have easily said so. Instead, it provided that the 14-day period would commence "after" the outage had occurred—in other words, when it was over. Therefore, the clock for a utility to submit a waiver petition cannot start to run until after the outage is over and restoration has been completed.

The Joint Utilities' proposal would also avoid potentially unreasonable, unworkable, and unfair results for both customers and utilities. The New York area has recently experienced severe weather events on a more frequent basis, some of which have led to outages as long as the 14 days provided in the statute. For example, Superstorm Sandy caused some customers to lose power for more than two weeks. In nearby Connecticut, the October 2011 nor'easter led to outages of as long as 11 days. The timelines in the Staff Proposal raise the possibility that a customer's time to file a reimbursement claim and a utility's time to petition for a waiver could expire before the associated outage event has been resolved. This would result in an increased administrative burden on both the utilities and the Commission, creating situations in which utilities would not have adequate time to file a petition to preserve their rights.

Requiring utilities to file petitions for waiver within 14 days from the start of a widespread prolonged outage already presents significant due process concerns. These concerns are heightened here because PSL §73 directs the Commission to consider specific factual issues

that arise only after the start of the outage and continue to evolve until restoration is complete. These issues include the utility's compliance with its emergency response plan, whether the utility's actions prolonged the outage, and conditions on the grounds during the outage and the subsequent restoration. If the 14-day period for filing a waiver petition runs from the start of a widespread prolonged outage, the Joint Utilities will, by definition, have less than 14 days to gather and present information about these subsequent events. This would compromise the utility's opportunity to present the Commission with relevant information to consider when reviewing a waiver petition.

c. Determination of Outage Credits

The Joint Utilities recommend that the Commission clarify that, by its express terms, PSL §73 requires that utilities must provide residential customers with an account credit of \$25 for each *full* 24-hour period that an outage continues following the 72 consecutive-hour outage period that qualifies as a "widespread prolonged outage." Thus, residential customers are entitled to an account credit only after an outage lasts for 96 consecutive hours, and to a second account credit after the outage lasts for 120 consecutive hours.

The statute provides that "in the event that a... customer experiences a widespread prolonged outage lasting at least seventy-two consecutive hours or more without having been resolved by the utility company, the utility company shall... [p]rovide a credit of twenty-five dollars on the balance of such residential utility customer's account *for each subsequent twenty-four hour period of service outage* that occurs for such customers for more than seventy-two consecutive hours after the occurrence of such widespread prolonged outage."¹⁴ There is no

¹⁴ Pub. Serv. L. §73(1)(a) (emphasis added).

provision in the statute for account credits—whether whole or prorated—for periods of service outage of less than 24 hours “after the occurrence” of a widespread prolonged outage that has already lasted 72 consecutive hours.¹⁵ For example, if an outage lasts 73 consecutive hours, the customer has experienced only a one-hour period of service outage beyond the initial 72-hour period and not a “subsequent twenty-four hour period of service outage” sufficient to trigger the credit. According to the plain terms of the statute, that customer would not be entitled to a credit. Similarly, if a residential customer were to experience a continuous outage of 119 hours, that customer would only receive one \$25 outage credit.

This interpretation of PSL §73 is consistent with similar legislation recently enacted in Connecticut. Connecticut’s Public Act No. 20-5, signed into law on October 2, 2020, serves as a model for New York. Section 10(b) of the Connecticut law provides for the customer credits under similar circumstances to those that apply under PSL §73:

Notwithstanding any other provision of the general statutes, on and after July 1, 2021, each electric distribution company shall provide to residential customers of such company a credit of twenty-five dollars, on the balance of such customer’s account, for each day of distribution-system service outage that occurs for such customers for more than ninety-six consecutive hours after the occurrence of an emergency.¹⁶

The Connecticut law refers to a “distribution-system service outage” rather than a “widespread prolonged outage” and is triggered after an outage lasts for 96 hours rather than 72 hours. It also provides for credits for “each day” of the outage rather than “each subsequent twenty-four hour period of service outage.” But in all meaningful respects, the two laws are the same.

¹⁵ *Id.*

¹⁶ C.G.S.A. § 16-32l(b).

New York and Connecticut both follow the “plain meaning” rule for interpreting statutes, and courts have applied this doctrine in interpreting the New York Public Service Law.¹⁷

Following that rule, the Connecticut Public Utility Regulatory Authority (PURA) held that the word “day” in the Connecticut statute refers to a full 24-hour period of time.¹⁸ As a result, the PURA determined that customers were not eligible for credits until a full 24 hours had elapsed following the initial 96-hour period that triggered the Connecticut statute’s protections.

When the New York Legislature wrote that customers would obtain a credit for “each subsequent twenty-four hour period of service outage,” it made clear that the “subsequent... period of service outage” must last no less than 24 hours. The New York Legislature could have directed a different result by providing that a customer would be entitled to a credit for each 24 hour-period, or part thereof, after an outage exceeded 72 consecutive hours; or by providing for prorated credits. But the Legislature instead used functionally similar language to that used in Connecticut. Based on a plain reading of the statute, the same result should obtain here, with customers entitled to credits only where there is a full 24-hour period of service outage following the initial threshold of 72 consecutive hours.

d. Availability of Outage Credits

The Commission should modify the Staff Proposal to make clear that the \$25 daily outage credit is available only to residential customers. While the Staff Proposal incorrectly

¹⁷ See McKinney’s Con. Laws of New York, Book 1, Statutes §§ 76, 94; see, e.g., *Nat’l Energy Marketers Ass’n v. New York State Pub. Serv. Comm’n*, 33 N.Y.3d 336, 348 (2019) (holding that it would defy the plain meaning of “gas plant” and “electric plant” to authorize the Commission to regulate energy service companies as gas or electric corporations).

¹⁸ PURA Docket No. 20-12-46, Implementation of Residential Customer Credit and Reimbursements by Electric Distribution Companies for Storm-Related Outages (June 30, 2021).

states that this credit is available to small business customers,¹⁹ the statute makes clear that utilities are to provide such credits only to a “residential utility customer’s account.”²⁰

e. Status of Existing Tariff Provisions

The Joint Utilities agree with the Staff Proposal to the extent it recommends that the daily outage credits required by the statute should replace the existing outage credits currently provided to residential customers under the utilities’ electric tariffs.²¹ However, the Joint Utilities disagree with the Staff Proposal’s recommendation that credits that apply to other customer classes should “remain in effect until otherwise determined by the Commission.”²² Maintaining two separate compensation systems—one derived from the statute, the other based on pre-existing tariffs—will be confusing to customers and difficult for utilities to administer. Because the Legislature has now, for the first time, spoken on the issue of customer compensation for unintentional outages, the Joint Utilities submit that this law supersedes all other tariff provisions on this subject.

This issue implicates two sets of existing provisions. First, all of the electric utilities have provisions in their tariffs requiring them to provide a prorated amount of the monthly customer charge as a credit to customers after prolonged outages;²³ the statute, by contrast, offers a much larger credit but only to residential customers. Second, Con Edison’s tariff alone requires it to reimburse customers for spoiled food and medicine after outages resulting from certain

¹⁹ Storm Hardening Proceeding, Staff Proposal, pp. 5-6.

²⁰ Pub. Serv. L. §73(1)(a).

²¹ Storm Hardening Proceeding, Staff Proposal, p. 6.

²² *Id.*

²³ *See, e.g.*, Consolidated Edison Company of New York, Inc., PSC NO: 10—Electricity, Leaf 106.1, available at <https://lite.coned.com/external/cerates/documents/elecPSC10/electric-tariff.pdf>, and Niagara Mohawk Power Corporation d/b/a National Grid, PSC NO: 220 ELECTRICITY LEAF: 145.1, available at <https://www.nationalgridus.com/upstate-ny-business/rates/tariff-provisions>.

equipment malfunctions, subject to certain limitations and exceptions;²⁴ the statute, by contrast, imposes that obligation on all utilities after all widespread prolonged outages, not just those arising from equipment malfunctions, though customer eligibility and reimbursement limits differ somewhat from the existing provisions of Con Edison's tariff.

In the absence of legislative commands, the current tariff provisions made sense as an exercise of the Commission's regulatory authority over the utilities. But now, the Legislature has spoken as to when utility customers are eligible for compensation, which utility customers are eligible for compensation, and how much compensation those customers should receive. The Legislature could have provided for broader compensation, but it did not, and maintaining a second, supplementary system of compensation would ignore the Legislature's clear direction on providing compensation to certain customers.

Maintaining the existing tariff provisions will also lead to potential confusion. Utilities will have to calculate two sets of outage credits depending on whether the customer is residential (and thus eligible for credits under the statute) or non-residential. Con Edison customers will face different compensation limits and even different deadlines for filing claims depending on their service classification and the nature of the particular outage. Customers will be upset if the compensation for which they are eligible is less than what they would get under the alternative compensation scenario, leading to higher levels of calls to customer service representatives and complaints to the Commission. All of this can be avoided by limiting utilities and their customers to the single, comprehensive compensation system directed by the Legislature.

²⁴ Consolidated Edison Company of New York, Inc., PSC NO: 10—Electricity, Leaf 172, *available at* <https://lite.coned.com/external/cerates/documents/elecPSC10/electric-tariff.pdf>. Eliminating these existing provisions, which resulted from events that occurred decades ago, will also have the benefit of putting Con Edison on an equal playing field with the State's other utilities.

f. Dry Ice Programs

The Joint Utilities that provide electric service are required to make dry ice available to customers that experience service outages longer than 48 hours. The availability of dry ice may reduce the need for customers to seek reimbursement for spoiled groceries and medicines. However, regulations created to implement PSL §73 may discourage customers from seeking dry ice if reimbursement will be provided in the alternative. This could result in waste, impractical emission of carbon dioxide, and unnecessary expenditures. The Joint Utilities recommend that the Commission direct DPS Staff to evaluate the interaction between existing dry ice requirements and the regulations created to implement PSL §73 and make associated recommendations in this proceeding.

III. Defined Terms

a. Widespread Prolonged Outage

The Staff Proposal does not provide any reasoned basis for its proposed definitions for “widespread prolonged outage.”²⁵ Staff’s 20,000-customer threshold for electric outages appears to be derived from a threshold used for reporting purposes under Staff’s Estimated Time of Restoration Protocols included in utility electric emergency response plans,²⁶ and Staff has not

²⁵ Storm Hardening Proceeding, Staff Proposal, pp. 2-3. The Staff Proposal defines a widespread prolonged outage as “an electric outage event impacting at least 20,000 customers at the same time and having one or more customers who remain without power for 72 hours or more due to Utility-owned equipment unable to provide power , or a gas outage event impacting at least 500 customers at the same time and having one or more customers who remain without service for 72 hours or more, unless the Utility is denied access to inspect and relight those services prior to the 72-hour mark.”

²⁶ Case 13-E-0140, *Proceeding on Motion of the Commission to Consider Utility Emergency Performance Metrics*, Order Approving the Scorecard for Use by the Commission as a Guidance Document to Assess Electric Utility Response to Significant Outages (issued Dec. 23, 2013), Emergency Response Performance Measurement Guide. Notably, under this order, the 20,000-customer threshold marks the “start of event,” but an event only constitutes a “qualifying network outage” if *15 percent* or more of the customers in a network experience service interruptions of three hours or more.

shown that it is an appropriate basis for assessing what is effectively a penalty on utilities, even where storm performance is not in question. In addition, Staff set its threshold for gas outages at 1/40th the level for electric outages²⁷ without any discussion or justification. For some utilities (particularly on the gas side), the definition could be met with an outage that affects only a few city blocks. A threshold of 500 customers does not constitute a “widespread” outage by any common definition of the word when applied to utilities serving hundreds of thousands and sometimes millions of customers.

The Joint Utilities recommend that the Commission define a widespread prolonged outage as an outage of more than 72 consecutive hours that affects 10% or more of the customers in the utility’s service territory or, in the case of companies with more than one division, more than 20% of an operating division due to utility-owned equipment being unable to provide power. This form of definition has precedent in the definition of “major storm” in Part 97 regulations—the closest existing analogue to a “widespread” outage.²⁸ If a qualifying event occurs, any customer who is without service for 72 consecutive hours or more during the qualifying event would be eligible for reimbursement. The Joint Utilities’ proposed definition for a widespread prolonged outage more appropriately reflects the intent of the term “widespread” and provides a consistent basis for utilities across the State.

The Joint Utilities agree with the Staff Proposal that, in the case of gas outages, the utility would not be responsible to provide compensation if it is denied access to inspect and relight natural gas services prior to the 72-hour mark. The Commission’s order should clarify that point further by noting that restoration may also be delayed, without fault on the part of the utilities,

²⁷ Storm Hardening Proceeding, Staff Proposal, p.3.pp. 2-3.

²⁸ 16 NYCRR 97.1(c) (defining “major storm,” in part, as one “during which service interruptions affect at least 10 percent of the customers in an operating area”).

when leaks are discovered in customer-owned piping during the restoration process or where the utility is prevented from obtaining access to utility-owned equipment on customer premises, and that utilities are not required to compensate customers for periods of service outage resulting from those non-utility delays even if they occur after the 72-hour mark. In addition, Staff correctly excludes outages that result from damage to customer-owned equipment.

The Commission should also exclude any electric outage resulting from a directive from the NYISO or voltage reduction or load shedding performed to preserve electric system safety and reliability, or any gas outage based upon a similar directive from a pipeline operator. Absent such an exclusion, the utilities would be penalized for outages that are implemented for the ultimate benefit of customers and the electric or gas system at-large, which would be contrary to the public policy of New York. This exclusion would recognize that the safety and reliability of the state's electric and gas distribution systems are of paramount importance and there should not be any disincentive to implement load shedding.

b. Customers to whom the statute and regulations apply

The definition of a “small business customer” in the Staff Proposal appears to be based on different standards for gas and electric service. The Staff Proposal provides no rationale for either definition. However, while the definition for gas customers has a precedent in existing Commission policies,²⁹ the demand threshold of 500 kilowatts (kW) for electric customers has no rational basis and would capture a much larger portion of commercial customers than the law

²⁹ Case 15-M-0127 *et al*, *In the Matter of Eligibility Criteria for Energy Service Companies*, Order Adopting Changes to the Retail Access Energy Market and Establishing Further Process (issued December 12, 2019) (Retail Access Order) (“[S]mall non-residential gas customers are defined as those using less than or equal to 750 dekatherms (dth) per year...” p. 103.

intended. In fact, the Staff Proposal’s definition of electric small business customers would apply to virtually all non-residential customer accounts, as illustrated in Table 1, below.

Table 1: Proportion of non-residential customers captured in proposed definitions of “Electric Small Business Customer”

	Non-Residential Accounts Qualifying as Small Business Customers under the Staff Proposal
NYSEG	99.57%
RG&E	99.31%
Con Edison	99.63%
O&R	99.89%
National Grid	99.10%
Central Hudson	99.97%

The Staff Proposal’s definition of a small business electric customer would include universities, hospitals, big-box stores, large grocery stores, and facilities owned by large corporations.

The plain meaning of the term “small business customer” makes clear that the Legislature did not intend to compel the utilities to reimburse large corporations and organizations for food spoiled during a storm. The Joint Utilities recommend that the definition be simple to understand so that customers can easily know whether or not they qualify for spoilage reimbursements. Likewise, the definition should be easy for the Joint Utilities to administer.

Therefore, the Joint Utilities recommend that the Commission apply the same definition for small commercial customers that it established in its December 12, 2019 Retail Access Order.³⁰ The Retail Access Order defines small, commercial electric customers as non-demand

³⁰ Case 15-M-0127 *et al.*, *In the Matter of Eligibility Criteria for Energy Service Companies*, Order Adopting Changes to the Retail Access Energy Market and Establishing Further Process (issued December 12, 2019) (Retail Access Order), pp. 102-103.

metered customers,³¹ and small, non-residential gas customers as those using less than or equal to 750 dekatherms per year. However, the Joint Utilities agree with the Staff Proposal that small business customers taking electric service as part of a voluntary demand-based rate offering should be eligible for reimbursement under PSL §73. While the Staff Proposal’s definition of electric small commercial customers would capture over 99 percent of non-residential customer accounts, this alternative definition would capture approximately 60-75 percent of non-residential customers for most of the Joint Utilities.

To the extent the Commission finds that this law applies to natural gas service, it should clarify that compensation is available only to firm customers in a natural gas service outage. Interruptible customers have an alternative fuel source and therefore should not be harmed by an outage.

c. Proof of loss

The Joint Utilities agree with the Staff Proposal’s definition of proof of loss. The Joint Utilities recommend only that the Commission clarify the Staff Proposal to differentiate between a customer’s itemized list of spoiled food and medicine, which is necessary for a claim but not itself proof of loss, and the eligible proofs of loss (e.g., itemized receipts) identified in the Staff Proposal. This distinction is necessary because, under the statute, a residential customer can claim reimbursement for food up to \$235 based solely on an itemized list but requires additional proof of loss to obtain a larger amount.

³¹ The Retail Access Order uses the term “non-demand metered” customers. However, this term is meant to apply to customers that are not billed based on their peak demand, regardless of the capability of the meters installed on the customer’s premises.

d. Reimbursement

The Staff Proposal does not define the term “reimbursement.” The Joint Utilities recommend that reimbursement be understood to mean any type of compensation, including but not limited to bill credit or check with the form of compensation to be determined by each utility.

IV. Application of Statute to Gas Outages

The Joint Utilities disagree with the Staff Proposal that PSL §73 should be interpreted as applying to outages of natural gas service. There is no express reference to gas service on the face of the statute and its focus on food and medicine spoilage from lack of refrigeration supports a conclusion that PSL §73 was intended to apply solely to outages of electric service. For example, as noted above, the typical Con Edison SC-1 gas customer (cooking only) uses an average of five therms a month, which means that single widespread prolonged outage could result in credits that far exceed the customer’s entire monthly bill. It would arguably constitute an absurd result for the Commission to interpret the law in a manner whereby customers would receive credits more than their entire monthly bill. Although there is a reference to the law applying to “gas corporations” in the legislative history,³² the Commission should interpret the statute as written and in a manner that accrues to the overall benefit of customers.³³

Widespread prolonged outages of gas services are exceedingly rare and are typically the result of significant flooding or upstream gas supply events that are outside the utilities’ ability to avoid. In addition, in contrast to electric service, the utilities do not currently have systems in

³² 2021 New York Senate Bill No. 4824, Committee Rpt (June 9, 2021).

³³ See *Matter of Auerbach v Bd. of Educ. of City School Dist. of City of New York*, 86 NY2d 198, 204 (Ct. App. 1995) (“Where the terms of a statute are clear and unambiguous, the court should construe it so as to give effect to the plain meaning of the words used . . . Resort to legislative history will be countenanced only where the language is ambiguous or where a literal construction would lead to absurd or unreasonable consequences that are contrary to the purpose of the enactment.”) (citations and quotations omitted).

place to track and monitor the duration and location of gas outages. If PSL §73 were interpreted as applying to gas service, the utilities might be compelled to invest in systems that are capable of identifying outages on an individual customer level for the sporadic circumstance when a gas service outage lasts 72 hours or more. Accordingly, the Commission's determination of this issue should consider that gas utilities' compliance with the law may require investments in systems and processes that, due to the infrequency of widespread gas outages in general, would offer limited benefit to utility customers. Given that gas service is not expressly covered by the terms of the PSL §73, the Joint Utilities advocate an interpretation that would avoid expenditure of resources and customer funds that could be better used to enhance reliability, safety and overall utility service.

The Commission applied this same rationale in determining that the current prorated customer charge credit applies to electric service outages but not to gas outages.³⁴ In reaching this conclusion, the Commission agreed with utility commenters who argued that gas service is intrinsically different from electric service because, among other reasons, it is generally not subject to prolonged outages.³⁵

In the alternative, if the Commission interprets PSL §73 to apply to outages of gas service, the Joint Utilities request that implementation of the law with respect to gas be postponed so that the utilities and Department Staff can work through the significant operational issues discussed herein.

³⁴ Case 13-M-0061, *In the Matter of Customer Outage Credit Policies and Other Consumer Protection Policies Relating to Prolonged Electric or Natural Gas Service Outages*, Order Establishing Policies (issued Nov. 18, 2013).

³⁵ *Id.* at p. 16. (“We recognize that prolonged outages, particularly of large numbers of customers, are far less frequent for natural gas customers than electric customers.”)

V. Retroactive Application of Regulations

The Joint Utilities have concerns with Staff's statements regarding the application of the Commission's forthcoming regulations to outage events that occur after the effective date of the legislation but before the effective date of regulations necessary to implement the statute.³⁶ While the utilities intend to comply with the legislation in good faith during this interim period, the Commission should make clear that its regulations apply only prospectively, not retroactively, and that it will not penalize a utility that acts in good faith for failing to comply with regulations that are not yet in effect.

The Joint Utilities acknowledge Staff's intentions to preserve the status quo by having the utilities preserve records and notify customers of the possibility of credits and reimbursement after an outage occurs during this interim period. But these procedures merely beg the question of which outage events are covered and which customers are eligible for credits or reimbursement. And they will result in customer confusion and anger, as well as potentially overwhelm utility or Commission call centers, if the utilities preemptively notify customers who are later deemed ineligible for reimbursement or fail to preemptively notify customers who are later deemed eligible for reimbursement.

The Joint Utilities are also concerned about retroactive application of the Commission's forthcoming regulations to earlier outage events. It would be inappropriate and contrary to due process to penalize a utility for failing to comply with a regulation that was not yet in effect or to effectively require a utility to forecast with certainty how the Commission would define terms necessary to understand and abide by its obligations under the statute. The Legislature wrote the

³⁶ Storm Hardening Proceeding, Staff Proposal, pp. 4-5.

law such that utilities could not follow its terms until the Commission satisfied its obligation under the law to define certain terms discussed above and to promulgate other procedures necessary to implement the law. For this reason, the Commission's regulations should apply only prospectively, not retroactively.

VI. Conclusion

The Joint Utilities recommend changes to Staff's proposed procedures, which imposes essentially unlimited liability with no opportunity for cost recovery even when the outages were the result of factors outside of the utility's actions. The Joint Utilities also recommend clarifications to Staff's determination of outage credits to reflect the language of PSL §73. In addition, the Joint Utilities suggest modifications to definitions in the Staff Proposal that align with existing Commission regulations and that make it easier for both customers and utilities to understand their rights and obligations.

Dated: May 20, 2022

Respectfully submitted,

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NEW YORK, INC. and ORANGE AND
ROCKLAND UTILITIES, INC.**

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**NEW YORK STATE ELECTRIC &
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Appendices

Appendix 1 (A): Central Hudson Draft Tariff Leaves (Redline)

Appendix 1 (B): Central Hudson Draft Tariff Leaves (Clean)

Appendix 2 (A): Con Edison Draft Tariff Leaves (Redline)

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Appendix 3 (A): NYSEG Draft Tariff Leaves (Redline)

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Appendix 4 (A): NMPC Draft Tariff Leaves (Redline)

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Appendix 5 (A): O&R Draft Tariff Leaves (Redline)

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Appendix 6 (A): RG&E Draft Tariff Leaves (Redline)

Appendix 6 (B): RG&E Draft Tariff Leaves (Clean)

Appendix 1 (A): Central Hudson Draft Tariff Leaves (Redline)

16. PAYMENT OF BILLS AND CHARGES FOR LATE PAYMENT

A. General

Bills are due when personally served or three days after mailing. If payment is not made before the date specified on the bill, which date shall be not less than 20 days from the due date, a late payment charge may be applied pursuant to 16 NYCRR Sections 11.15(a) and 13.10(a) which provide that utilities may impose late payment charges. Late payment charges will not be imposed on service to State agencies as provided for below.

For residential customers, a late payment charge shall not be applied on the arrears portion of balances restructured under a current Deferred Payment Agreement executed in accordance with General Information Section 20.A.

The late payment charge at the rate of one and one-half percent (1 1/2%) per monthly billing period may be applied to all amounts previously billed, including arrears and unpaid late payment charges applied to previous bills, which have not been received by the Company on or before the date shown on the bill. Nonresidential customers may be assessed late payment charges on an amount billed for service that was previously unbilled because the service was being provided through tampered equipment, provided the Company can demonstrate that the condition began after the customer initiated service or that the customer actually knew or reasonably should have known that the original billing was incorrect.

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

Notwithstanding the foregoing, the Company reserves the right to discontinue service in accordance with General Information, Section 18.

B. Consumer Policies Related to Prolonged Outages

~~The following provisions were established by the Public Service Commission's Order issued November 18, 2013 in Case 13 M-0061 regarding Prolonged Outages. A "Prolonged Outage" is defined hereunder as an outage resulting from an emergency in which electricity customers are out of service for a continuous period exceeding three days and in which the 16 NYCRR Part 105 regulations governing utility outage preparation and system restoration performance reviews apply.~~

- ~~1. Credits to be applied to customer accounts taking service under Service Classification Nos. 1, 2, 3, 6, 13, and 14 of this schedule:~~

~~When there is a Prolonged Outage, the Company will automatically apply a credit to the account of any customer that the Company knows or reasonably believes was out of service for a period exceeding three days and, upon request, to the account of any customer that contacts the Company and credibly claims to have experienced an outage of such duration.~~

1. Credits and reimbursement following Widespread Prolonged Outages

For purposes of General Information Section 16.B.1, the following definitions apply:

A "Widespread Prolonged Outage" is defined as an outage of more than 72 consecutive hours that affects at least 10% of customers within the Company's service territory due to utility-owned equipment being

~~Issued in Compliance with Order in C.13 M-0061 dated November 18, 2013~~

~~unable to provide power but excludes any electric outage resulting from any damage to or defective condition of any customer-owned equipment or from a directive from the NYISO or voltage reduction or load shedding performed to preserve electric system safety and reliability, or where the Company is prevented from obtaining access to utility-owned equipment on customer premises.;~~

~~“Proof of loss” is defined as verifiable proof of perishable food and/or prescription medication spoilage that a Customer may be required to provide in addition to an itemized list of the perishable food and/or prescription medication for which the Customer claims reimbursement. To verify spoilage, the Customer must provide Proof of Loss consisting of a depiction (photographic evidence) of food and/or prescription medication spoilage. To determine the Reimbursement amount of an impacted Customer’s food and/or prescription medication spoilage, the Customer must provide Proof of Loss consisting of itemized receipts, itemized cash register receipts, itemized credit card receipts, or photographs of replacement goods that also indicate the price of the item, or other verifiable documentation of the market value of the item, or, in appropriate circumstances, an interview with the claimant.~~

~~“Small business customer” is defined as a non-residential customer taking non-demand electric service under Service Classification No. 2, or any customer voluntarily taking service under a demand-based rate whose parent service classification would otherwise be SC 2 non-demand.~~

~~“Reimbursement” means any type of compensation, including but not limited to bill credit or check, with the form of compensation determined by the Company.~~

16. PAYMENT OF BILLS AND CHARGES FOR LATE PAYMENT (Cont'd)

B. Consumer Policies Related to Prolonged Outages (Cont'd)

1. Credits and reimbursement available following Widespread Prolonged Outages (Cont'd)

2.1.

3. Credits to be applied to customer accounts taking service under Service Classification Nos. 1, 2, 3, 6, 13, and 14 of this schedule: (Cont'd)

~~The credit will be equal to the monthly Customer Charge for the customer's Service Classification multiplied by the ratio of the number of days of the service outage (based on the average duration of the service outage in the geographic area(s), as appropriate) to 30 days.~~

~~The credit so determined will be applied to the customer's account no later than 75 days after service is restored.~~

~~In the event of a Widespread Prolonged Outage, the Company will apply a credit to the account of any residential customer taking service under Service Classification Nos. 1 and 6 that the Company knows was out of service for a period exceeding 72 consecutive hours and, upon request, to the account of any customer that contacts the Company and credibly established to have experienced an outage of such duration. The bill credit applied to impacted customers' accounts shall be \$25 per each subsequent full 24-hour period of service outage experienced by the Customer that occurs following the initial 72 consecutive hour outage period that qualifies as a Widespread Prolonged Outage event. A residential customer that remains without electric service for more than 72 hours solely due to an issue with customer-owned equipment is not eligible for the above-mentioned \$25 bill credit.~~

~~Impacted residential and small business customers may also apply for reimbursement for loss and spoilage of food and/or medication due to lack of refrigeration as follows:~~

- ~~a) Residential customers are eligible for reimbursement of up to \$235 if the Customer applies for and provides an itemized list or up to \$540 if the customer provides Proof of Loss, for any food that spoils due to a service outage that qualifies as a Widespread Prolonged Outage event.~~
- ~~b) Residential customers are also eligible for reimbursement of the actual costs of prescription medications that have been lost and spoiled up to the amount of the actual loss.~~
- ~~c) Small business customers are eligible for reimbursement of up to \$540 if the Customer applies for and provides an itemized list and Proof of Loss or any food that spoiled due to a service outage that qualifies as a Widespread Prolonged Outage event.~~

~~For purposes of reimbursement as described above, Customers must apply for and submit itemized list and/or Proof of Loss where applicable no later than 14 calendar days after the restoration from a Widespread Prolonged Outage and the Company shall issue payment within 30 days of receipt of such submission unless the Company has petitioned the New York State Public Service Commission for a Waiver of the requirements of this Section pursuant to PSL Section 73. Impacted Customers with such application and submission shall provide documentation to determine the reimbursement amount including but not limited to itemized cash register receipts, itemized credit card receipts or photographs of replacement goods showing the price of the item.~~

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LEAF: 67.1

COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION

REVISION: DRAFT

INITIAL EFFECTIVE DATE: 01/15/14DRAFT

SUPERSEDING REVISION:

~~Issued in Compliance with Order in C.13 M-0061 dated November 18, 2013~~

2. Collection-related Activities

All collection-related activities including terminations of service for non-payment and assessment of late payment charges, with the exception of issuance of service termination notices and assessment of security deposits, will be suspended for customers whom the Company knows or reasonably believes experienced a Prolonged Outage. The suspension will last for a minimum of seven calendar days from the beginning of a Prolonged Outage.

If there is a Prolonged Outage in which additional protections are required, as determined by an Order of the Public Service Commission, the suspension will apply for a minimum of 14 days for residential customers located in the designated area. The 14-day suspension will also apply to any residential or non-residential customer who notifies the Company and provides evidence that his/her financial circumstances have changed as a result of the outage.

24. NON-LIABILITY OF COMPANY

The Company will not be liable for any injury, casualty or damage resulting in any way from the supply or use of electricity or from the presence or operation of the Company's structures, equipment, pipes, appliances or devices on the customer's premises, except injuries or damages resulting from the negligence of the Company.

The Company will endeavor at all times to provide a regular and uninterrupted supply of service, but should it interrupt the supply of service for the purpose of making repairs or improvements in any part of its system, or in case the supply of service shall be interrupted or irregular or defective or fail from cause beyond its control (including without limiting, the generality of the foregoing, executive, judicial or administrative rules or orders issued from time to time by federal, state and/or applicable municipal agencies, officers, commission boards or bodies having jurisdiction) or because of the ordinary negligence of the Company, its officers, employees, contractors, servants or agents, the Company will not be liable for injuries or damages, whether direct or consequential, resulting from such interruption or failure of supply or services, except as required by law.

Without limiting the generality of the foregoing, the Company may, without liability therefore, interrupt, reduce or impair service to any customer or customers in the event of emergency threatening the health or safety of a person, a surrounding area, the Company's generation, transportation, transmission or distribution systems, the integrity of its system or any other systems with which it is directly or indirectly interconnected if, in its sole judgment, such action will prevent, alleviate or reduce the emergency condition for the period of time as the Company deems necessary.

Customers requiring service which is uninterrupted, unreduced or unimpaired on a continuous basis, should provide their own emergency or back-up capability.

Appendix 1 (B): Central Hudson Draft Tariff Leaves (Clean)

16. PAYMENT OF BILLS AND CHARGES FOR LATE PAYMENT

A. General

Bills are due when personally served or three days after mailing. If payment is not made before the date specified on the bill, which date shall be not less than 20 days from the due date, a late payment charge may be applied pursuant to 16 NYCRR Sections 11.15(a) and 13.10(a) which provide that utilities may impose late payment charges. Late payment charges will not be imposed on service to State agencies as provided for below.

For residential customers, a late payment charge shall not be applied on the arrears portion of balances restructured under a current Deferred Payment Agreement executed in accordance with General Information Section 20.A.

The late payment charge at the rate of one and one-half percent (1 1/2%) per monthly billing period may be applied to all amounts previously billed, including arrears and unpaid late payment charges applied to previous bills, which have not been received by the Company on or before the date shown on the bill. Nonresidential customers may be assessed late payment charges on an amount billed for service that was previously unbilled because the service was being provided through tampered equipment, provided the Company can demonstrate that the condition began after the customer initiated service or that the customer actually knew or reasonably should have known that the original billing was incorrect.

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

Notwithstanding the foregoing, the Company reserves the right to discontinue service in accordance with General Information, Section 18.

B. Consumer Policies Related to Prolonged Outages

1. Credits and reimbursement following Widespread Prolonged Outages

For purposes of General Information Section 16.B.1. the following definitions apply:

A “Widespread Prolonged Outage” is defined as an outage of more than 72 consecutive hours that affects at least 10% of customers within the Company’s service territory due to utility-owned equipment being unable to provide power but excludes any electric outage resulting from any damage to or defective condition of any customer-owned equipment or from a directive from the NYISO or voltage reduction or load shedding performed to preserve electric system safety and reliability, or where the Company is prevented from obtaining access to utility-owned equipment on customer premises.

“Proof of loss” is defined as verifiable proof of perishable food and/or prescription medication spoilage that a Customer may be required to provide in addition to an itemized list of the perishable food and/or prescription medication for which the Customer claims reimbursement. To verify spoilage, the Customer must provide Proof of Loss consisting of a depiction (photographic evidence) of food and/or prescription medication spoilage. To determine the Reimbursement amount of an impacted Customer’s food and/or prescription medication spoilage, the Customer must provide Proof of Loss consisting of itemized receipts, itemized cash register receipts, itemized credit card receipts, or photographs of replacement goods that also indicate the price of the item, or other verifiable documentation of the market value of the item, or, in appropriate circumstances, an interview with the claimant.

“Small business customer” is defined as a non-residential customer taking non-demand electric service under Service Classification No. 2, or any customer voluntarily taking service under a demand-based rate whose parent service classification would otherwise be SC 2 non-demand.

“Reimbursement” means any type of compensation, including but not limited to bill credit or check, with the form of compensation determined by the Company.

16. PAYMENT OF BILLS AND CHARGES FOR LATE PAYMENT (Cont'd)

B. Consumer Policies Related to Prolonged Outages (Cont'd)

1. Credits and reimbursement available following Widespread Prolonged Outages (Cont'd)

In the event of a Widespread Prolonged Outage, the Company will apply a credit to the account of any residential customer taking service under Service Classification Nos. 1 and 6 that the Company knows was out of service for a period exceeding 72 consecutive hours and, upon request, to the account of any customer that contacts the Company and credibly established to have experienced an outage of such duration. The bill credit applied to impacted customers' accounts shall be \$25 per each subsequent full 24-hour period of service outage experienced by the Customer that occurs following the initial 72 consecutive hour outage period that qualifies as a Widespread Prolonged Outage event. A residential customer that remains without electric service for more than 72 hours solely due to an issue with customer-owned equipment is not eligible for the above-mentioned \$25 bill credit.

Impacted residential and small business customers may also apply for reimbursement for loss and spoilage of food and/or medication due to lack of refrigeration as follows:

- a) Residential customers are eligible for reimbursement of up to \$235 if the Customer applies for and provides an itemized list or up to \$540 if the customer provides Proof of Loss, for any food that spoils due to a service outage that qualifies as a Widespread Prolonged Outage event.
- b) Residential customers are also eligible for reimbursement of the actual costs of prescription medications that have been lost and spoiled up to the amount of the actual loss.
- c) Small business customers are eligible for reimbursement of up to \$540 if the Customer applies for and provides an itemized list and Proof of Loss or any food that spoiled due to a service outage that qualifies as a Widespread Prolonged Outage event.

For purposes of reimbursement as described above, Customers must apply for and submit itemized list and/or Proof of Loss where applicable no later than 14 calendar days after the restoration from a Widespread Prolonged Outage and the Company shall issue payment within 30 days of receipt of such submission unless the Company has petitioned the New York State Public Service Commission for a Waiver of the requirements of this Section pursuant to PSL Section 73. Impacted Customers with such application and submission shall provide documentation to determine the reimbursement amount including but not limited to itemized cash register receipts, itemized credit card receipts or photographs of replacement goods showing the price of the item.

2. Collection-related Activities

All collection-related activities including terminations of service for non-payment and assessment of late payment charges, with the exception of issuance of service termination notices and assessment of security deposits, will be suspended for customers whom the Company knows or reasonably believes experienced a Prolonged Outage. The suspension will last for a minimum of seven calendar days from the beginning of a Prolonged Outage.

If there is a Prolonged Outage in which additional protections are required, as determined by an Order of the Public Service Commission, the suspension will apply for a minimum of 14 days for residential customers located in the designated area. The 14-day suspension will also apply to any residential or non-residential customer who notifies the Company and provides evidence that his/her financial circumstances have changed as a result of the outage.

24. NON-LIABILITY OF COMPANY

The Company will not be liable for any injury, casualty or damage resulting in any way from the supply or use of electricity or from the presence or operation of the Company's structures, equipment, pipes, appliances or devices on the customer's premises, except injuries or damages resulting from the negligence of the Company.

The Company will endeavor at all times to provide a regular and uninterrupted supply of service, but should it interrupt the supply of service for the purpose of making repairs or improvements in any part of its system, or in case the supply of service shall be interrupted or irregular or defective or fail from cause beyond its control (including without limiting, the generality of the foregoing, executive, judicial or administrative rules or orders issued from time to time by federal, state and/or applicable municipal agencies, officers, commission boards or bodies having jurisdiction) or because of the ordinary negligence of the Company, its officers, employees, contractors, servants or agents, the Company will not be liable for injuries or damages, whether direct or consequential, resulting from such interruption or failure of supply or services, except as required by law.

Without limiting the generality of the foregoing, the Company may, without liability therefore, interrupt, reduce or impair service to any customer or customers in the event of emergency threatening the health or safety of a person, a surrounding area, the Company's generation, transportation, transmission or distribution systems, the integrity of its system or any other systems with which it is directly or indirectly interconnected if, in its sole judgment, such action will prevent, alleviate or reduce the emergency condition for the period of time as the Company deems necessary.

Customers requiring service which is uninterrupted, unreduced or unimpaired on a continuous basis, should provide their own emergency or back-up capability.

Appendix 2 (A): Con Edison Draft Tariff Leaves (Redline)

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

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GENERAL RULES

12. Payments – Continued

~~12.5 – Consumer Policies Related to Prolonged Outages~~

~~The following sets forth the policies established by the Commission’s Order issued November 18, 2013, in Case 13-M-0061 regarding Prolonged Outages. A “Prolonged Outage” is defined hereunder as an outage resulting from an emergency in which electricity Customers are out of service for a continuous period exceeding three days and in which the 16 NYCRR Part 105 regulations governing utility outage preparation and system restoration performance reviews apply.~~

~~12.5.1 – Credits to be applied to Customer Accounts under this Schedule and the PASNY Rate Schedule~~

~~In the event of a Prolonged Outage, the Company will automatically apply a credit to the account of any Customer that the Company knows or reasonably believes was out of service for a period exceeding three days, and upon request, to the account of any Customer that contacts the Company and credibly claims to have experienced an outage of such duration.~~

~~The credit will be equal to the Customer Charge for the Customer’s Service Classification multiplied by the ratio of the number of days of the service outage (based on the average duration of the service outage in the geographic area(s), as appropriate) to 30 days. For rate classes that do not have a Customer Charge: (a) the credit for energy-only rate classes will be based on the SC 2 Rate I Customer Charge; and (b) the credit for demand billed rate classes will be based on the Customer Charge applicable to Customers served under equivalent Standby Service rates. Accounts served under Rider D or SC 1 – Special Provision D will not be credited if the Customer receives a credit on a companion metered account.~~

~~The above credit will be applied to the Customer’s account no later than 75 days after the Company restores electric service.~~

12.5 Compensation to Customers Experiencing Widespread Prolonged Outages

12.5.1 Definitions Applicable Under this General Rule Only

“Proof of Loss” is defined as verifiable proof of perishable food and/or prescription medication spoilage that a Customer may be required to provide in addition to an itemized list of the perishable food and/or prescription medicine for which the Customer claims reimbursement. To verify spoilage, the Customer must provide Proof of Loss consisting of a depiction (photographic evidence) of food and/or prescription medication spoilage. To determine the Reimbursement amount of an impacted Customer’s food and/or prescription medication spoilage, the Customer must provide Proof of Loss consisting of itemized receipts, itemized cash register receipts, itemized credit card receipts, or photographs of replacement goods that also indicate the price of the item, or other verifiable documentation of the market value of the item, or, in appropriate circumstances, an interview with the claimant.

“Reimbursement” means any type of compensation including but not limited to bill credit or check with the form of compensation to be determined by the Company.

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“Small Business Customer” means a Customer who receives service under SC 2, the parent service classification of the energy-only rate of SC 12, or the parent service classification under the non-demand billed service rate of Rate I of the PASNY Rate Schedule.

“Widespread Prolonged Outage” means an outage of more than 72 consecutive hours that affects 10% or more of the Customers in the Company’s service territory, or more than 20% of an operating area due to utility-owned equipment being unable to provide power, but excludes any electric outage resulting from any damage to or defective condition of any customer-owned equipment or from a directive from the NYISO or voltage reduction or load shedding performed to preserve electric system safety and reliability, or where the Company is prevented from obtaining access to utility-owned equipment on customer premises.

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GENERAL RULES

12. Payments – Continued

12.5 Compensation to Customers Experiencing Widespread Prolonged Outages - Continued

12.5.2 Notwithstanding any other provision of law, in the event that an SC 1 Customer or a Small Business Customer experiences a Widespread Prolonged Outage lasting at least 72 consecutive hours or more, the Company shall:

- a. Provide a credit of \$25 on the balance of such SC 1 Customer's account for each full 24-hour period of service outage that occurs for such Customers after the 72 consecutive hours of such Widespread Prolonged Outage.
- b. Provide Reimbursement of any food spoiled due to lack of refrigeration as set forth below.
 - i. SC 1 Customers shall provide the Company an itemized list of all food spoiled and Proof of Loss of food spoiled, if any, within 14 days after the restoration from a Widespread Prolonged Outage is complete. The amount of the Reimbursement shall not exceed a total of \$235 for Customers who provide only an itemized list. The amount of the Reimbursement for customers who provide an itemized list and Proof of Loss shall not exceed \$540.
 - ii. Small Business Customers shall provide the Company with an itemized list of all food spoiled and Proof of Loss for all food spoiled within 14 days after the restoration from a Widespread Prolonged Outage is complete. The amount of the Reimbursement shall not exceed \$540.
 - iii. For both SC 1 Customers and Small Business Customers, the Company shall reimburse the Customer within 30 days of the receipt of the itemized list and Proof of Loss, if any; provided, however, that if the Company has applied for a waiver pursuant to Public Service Law Section 73(3), the Company shall reimburse the Customer within a time period to be determined by the Commission after the Commission renders a decision on the waiver request.
- c. Provide Reimbursement of prescription medication spoiled due to lack of refrigeration. SC 1 Customers shall provide the Company with an itemized list and Proof of Loss of prescription medication due to lack of refrigeration within 14 days after the restoration from a Widespread Prolonged Outage is complete. The Company shall reimburse the customer within 30 days of the receipt of the itemized list and Proof of Loss of prescription medication; provided, however, that if the Company has applied for a waiver pursuant to Public Service Law Section 73(3), the Company shall reimburse the Customer within a time period to be determined by the Commission after the Commission renders a decision on the waiver request. The amount of the Reimbursement shall total no more than the actual cost of the perishable prescription medicine spoiled due to lack of refrigeration.

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Superseding Revision:

GENERAL RULES

12. Payments – Continued

12.5 Compensation to Customers Experiencing Widespread Prolonged Outages - Continued

~~12.5.32~~ Collection-related Activities

All collection-related activities including terminations of service for non-payment and assessment of late payment charges, with the exception of issuance of service termination notices and assessment of security deposits, will be suspended for Customers that the Company knows or reasonably believes experienced a Widespread Prolonged Outage. The suspension will last for a minimum of seven calendar days from the ~~end~~beginning of a Widespread Prolonged Outage.

If there is a Widespread Prolonged Outage in which additional protections are required, as determined by an Order of the Commission, the suspension will apply for a minimum of 14 days for residential Customers located in the designated area. The 14-day suspension will also apply to any residential or non-residential Customer who notifies the Company and provides evidence that his/her financial circumstances have changed as a result of the outage.

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GENERAL RULES

21. Liability

21.1 Continuity of Supply

The Company will endeavor at all times to provide a regular and uninterrupted supply of service, but in case the supply of service shall be interrupted or irregular or defective or fail from causes beyond its control or through ordinary negligence of employees, servants or agents the Company will not be liable therefor.

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

Notwithstanding other limitations of liability contained in this tariff, the Company will compensate Customers for losses ~~resulting from widespread prolonged outages as described in General Rule 12.5, of the type and to the extent set forth below, which result from power failures attributable to malfunctions in the Company's lines and cable of 33 kV or less and associated equipment as set forth below.~~

~~The Company will reimburse residential Customers served directly under SC 1, and those served indirectly under SC 8, SC 12, and SC 13, as follows: (1) for actual losses of food spoiled due to lack of refrigeration, up to \$235 upon submission of an itemized list and over \$235 upon submission of an itemized list and proof of loss, up to a maximum of \$540 for any one Customer for any one incident; and (2) for actual losses of perishable prescription medicine, spoiled due to lack of refrigeration, upon submission of an itemized list and proof of loss and, if requested by the Company, submission of authorization to enable the Company to verify the claimed loss.~~

~~The Company will reimburse Customers under other SCs for actual losses of perishable merchandise spoiled due to lack of refrigeration, upon submission of an itemized list and proof of loss, up to a maximum of \$10,700 for any one Customer for any one incident.~~

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

DRAFT

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

Leaf: 172
Revision:
Superseding Revision:

GENERAL RULES

21. Liability - Continued

21.1 Continuity of Supply - Continued

~~—————The Company shall be held responsible under the terms of this provision for losses of power attributable to malfunctions in its lines and cable of 33 kV or less and associated equipment when the condition persists for a period in excess of 12 hours or when the same Customer is subjected to two or more such conditions aggregating 12 hours or more within a 24-hour period, except as specified. The Company shall not be held responsible under the terms of this provision for losses of power attributable to the following: (a) equipment associated primarily with lines of higher voltage or with the generation of electricity, (b) deficiencies in generation or transmission facilities, (c) directives from the NYISO, and (d) conditions beyond the Company's control, such as storms, floods, vandalism, strikes, or fires or accidents external to the Company's operations, as long as reasonable efforts are made to restore service as soon as practicable, provided, however, that conditions of high or low temperature or humidity contributing to a malfunction of the Company's lines and cable of 33 kV or less shall not be considered a condition beyond the control of the Company.~~

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

21.2 Intentional Disconnection of Service of an Individual Customer Made in Error

The Company will reimburse residential Customers served directly under SC 1, those served indirectly under SC 8, SC 12, and SC 13, and any other residential Customers, whether directly or indirectly served, for losses actually sustained, not to exceed \$100 for any one Customer for any one incident, as the result of an intentional disconnection of service of an individual Customer made in error lasting more than 12 hours, when such losses consist of the spoilage of food or medicine for lack of refrigeration.

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

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

Appendix 2 (B): Con Edison Draft Tariff Leaves (Clean)

DRAFT

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

Leaf: 3
Revision:
Superseding Revision:

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

Leaf: 106.1
Revision:
Superseding Revision:

GENERAL RULES

12. Payments – Continued

12.5 Compensation to Customers Experiencing Widespread Prolonged Outages

12.5.1 Definitions Applicable Under this General Rule Only

“Proof of Loss” is defined as verifiable proof of perishable food and/or prescription medication spoilage that a Customer may be required to provide in addition to an itemized list of the perishable food and/or prescription medicine for which the Customer claims reimbursement. To verify spoilage, the Customer must provide Proof of Loss consisting of a depiction (photographic evidence) of food and/or prescription medication spoilage. To determine the Reimbursement amount of an impacted Customer’s food and/or prescription medication spoilage, the Customer must provide Proof of Loss consisting of itemized receipts, itemized cash register receipts, itemized credit card receipts, or photographs of replacement goods that also indicate the price of the item, or other verifiable documentation of the market value of the item, or, in appropriate circumstances, an interview with the claimant.

“Reimbursement” means any type of compensation including but not limited to bill credit or check with the form of compensation to be determined by the Company.

“Small Business Customer” means a Customer who receives service under SC 2, the parent service classification of the energy-only rate of SC 12, or the parent service classification under the non-demand billed service rate of Rate I of the PASNY Rate Schedule.

“Widespread Prolonged Outage” means an outage of more than 72 consecutive hours that affects 10% or more of the Customers in the Company’s service territory, or more than 20% of an operating area due to utility-owned equipment being unable to provide power, but excludes any electric outage resulting from any damage to or defective condition of any customer-owned equipment or from a directive from the NYISO or voltage reduction or load shedding performed to preserve electric system safety and reliability, or where the Company is prevented from obtaining access to utility-owned equipment on customer premises.

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Consolidated Edison Company of New York, Inc.
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Superseding Revision:

GENERAL RULES

12. Payments – Continued

12.5 Compensation to Customers Experiencing Widespread Prolonged Outages - Continued

12.5.2 Notwithstanding any other provision of law, in the event that an SC 1 Customer or a Small Business Customer experiences a Widespread Prolonged Outage lasting at least 72 consecutive hours or more, the Company shall:

- a. Provide a credit of \$25 on the balance of such SC 1 Customer's account for each full 24-hour period of service outage that occurs for such Customers after the 72 consecutive hours of such Widespread Prolonged Outage.
- b. Provide Reimbursement of any food spoiled due to lack of refrigeration as set forth below.
 - i. SC 1 Customers shall provide the Company an itemized list of all food spoiled and Proof of Loss of food spoiled, if any, within 14 days after the restoration from a Widespread Prolonged Outage is complete. The amount of the Reimbursement shall not exceed a total of \$235 for Customers who provide only an itemized list. The amount of the Reimbursement for customers who provide an itemized list and Proof of Loss shall not exceed \$540.
 - ii. Small Business Customers shall provide the Company with an itemized list of all food spoiled and Proof of Loss for all food spoiled within 14 days after the restoration from a Widespread Prolonged Outage is complete. The amount of the Reimbursement shall not exceed \$540.
 - iii. For both SC 1 Customers and Small Business Customers, the Company shall reimburse the Customer within 30 days of the receipt of the itemized list and Proof of Loss, if any; provided, however, that if the Company has applied for a waiver pursuant to Public Service Law Section 73(3), the Company shall reimburse the Customer within a time period to be determined by the Commission after the Commission renders a decision on the waiver request.
- c. Provide Reimbursement of prescription medication spoiled due to lack of refrigeration. SC 1 Customers shall provide the Company with an itemized list and Proof of Loss of prescription medication due to lack of refrigeration within 14 days after the restoration from a Widespread Prolonged Outage is complete. The Company shall reimburse the customer within 30 days of the receipt of the itemized list and Proof of Loss of prescription medication; provided, however, that if the Company has applied for a waiver pursuant to Public Service Law Section 73(3), the Company shall reimburse the Customer within a time period to be determined by the Commission after the Commission renders a decision on the waiver request. The amount of the Reimbursement shall total no more than the actual cost of the perishable prescription medicine spoiled due to lack of refrigeration.

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GENERAL RULES

12. Payments – Continued

12.5 Compensation to Customers Experiencing Widespread Prolonged Outages - Continued

12.5.3 Collection-related Activities

All collection-related activities including terminations of service for non-payment and assessment of late payment charges, with the exception of issuance of service termination notices and assessment of security deposits, will be suspended for Customers that the Company knows or reasonably believes experienced a Widespread Prolonged Outage. The suspension will last for a minimum of seven calendar days from the end of a Widespread Prolonged Outage.

If there is a Widespread Prolonged Outage in which additional protections are required, as determined by an Order of the Commission, the suspension will apply for a minimum of 14 days for residential Customers located in the designated area. The 14-day suspension will also apply to any residential or non-residential Customer who notifies the Company and provides evidence that his/her financial circumstances have changed as a result of the outage.

DRAFT

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Consolidated Edison Company of New York, Inc.
Initial Effective Date:

Leaf: 171
Revision:
Superseding Revision:

GENERAL RULES

21. Liability

21.1 Continuity of Supply

The Company will endeavor at all times to provide a regular and uninterrupted supply of service, but in case the supply of service shall be interrupted or irregular or defective or fail from causes beyond its control or through ordinary negligence of employees, servants or agents the Company will not be liable therefor.

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

Notwithstanding other limitations of liability contained in this tariff, the Company will compensate Customers for losses resulting from widespread prolonged outages as described in General Rule 12.5.

DRAFT

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

Leaf: 172
Revision:
Superseding Revision:

GENERAL RULES

21. Liability - Continued

21.1 Continuity of Supply - Continued

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

21.2 Intentional Disconnection of Service of an Individual Customer Made in Error

The Company will reimburse residential Customers served directly under SC 1, those served indirectly under SC 8, SC 12, and SC 13, and any other residential Customers, whether directly or indirectly served, for losses actually sustained, not to exceed \$100 for any one Customer for any one incident, as the result of an intentional disconnection of service of an individual Customer made in error lasting more than 12 hours, when such losses consist of the spoilage of food or medicine for lack of refrigeration.

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

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

Appendix 3 (A): NYSEG Draft Tariff Leaves (Redline)

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GENERAL INFORMATION

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

Q. Service Guarantee for Missed Appointments

The Company guarantees to keep service appointments made at the customer's request. If the Company does not keep an appointment within the timeframe agreed upon, a credit shall be applied to the customer's next bill. The credit shall be \$35.00.

Service guarantees do not apply to appointments made for the same day the customer requests service or if events beyond the Company's control, such as severe weather, prevent the Company from performing as planned.

R. Metered

The extent of the customer's use of the Company service shall be determined by the readings of the meters installed by the Company.

S. ~~Consumer~~ Policies Related to Widespread Prolonged Outages

~~The following sets out policies that were established by the Commission's Order issued November 18, 2013, in Case 13-M-0061 regarding Prolonged Outages. A "Prolonged Outage" is defined hereunder as an outage resulting from an emergency in which electricity Customers are out of service for a continuous period exceeding three days and in which the 16 NYCRR Part 105 regulations governing utility outage preparation and system restoration performance reviews apply.~~

1. Definitions:

- a. "Widespread Prolonged Outage": means an outage of more than 72 consecutive hours that affects 10% or more of the Customers in the Company's service territory; or more than 20% of an operating division due to utility-owned equipment being unable to provide power, but excludes any electric outage resulting from any damage to or defective condition of any customer-owned equipment or from a directive from the NYISO or voltage reduction or load shedding performed to preserve electric system safety and reliability, or where the Company is prevented from obtaining access to utility-owned equipment on customer premises.

"Subsequent 24-Hour Period": Each full consecutive 24-hour period beginning after the lapse of the initial 72 hours following the start of the outage.

b.

- c. "Proof of Loss": Verifiable proof of perishable food and/or prescription medication spoilage. To verify spoilage, the Customer must provide a depiction (photographic evidence) of food and/or prescription medication spoilage. To determine the Reimbursement amount of an impacted Customer's food and/or prescription medication spoilage, the Customer must provide itemized receipts, itemized cash register receipts, itemized credit card receipts, or photographs of replacement goods that also indicate the price of the item, or other verifiable documentation of the market value of the item, or, in appropriate circumstances, an interview with the claimant.

- d. "Reimbursement": Any type of compensation, including but not limited to a bill credit, or check.

1. —

- ~~2. — Credits to be applied to Customer Accounts under this Schedule in Service Classification Nos. 1, 2, 3, 6, 7, 8, 9, 11, 12, 13 and 14.~~

- ~~3. — If a Widespread Prolonged Outage occurs, the Company shall apply a \$25 bill credit to the account of any affected residential customer defined taking service under P.S.C. No. 120 - Service Classification Nos. 1, 8, and 12, and customers taking service under Standby whose otherwise applicable service classification would be P.S.C. No. 120 - Service Classification Nos. 1, 8, or 12, for each full Subsequent 24-Hour Period following the initial 72 hours that a customer is without electric service, that the Company knows or reasonably believes was out of service for a period exceeding three days, and upon request, to the account of any Customer that contacts the Company and credibly claims to have experienced an outage of such duration.~~

2. —

—

~~4. A residential customer that remains without electric service for more than 72 hours solely due to an issue with customer-owned equipment is not eligible for the above-mentioned \$25 bill credit.~~

~~3. _____~~

~~4. Collection-related Activities~~

~~e~~

~~b. The credit shall be equal to the Customer Charge for the Customer's Service Classification multiplied by the ratio of the number of days of the service outage (based on the average duration of the service outage, rounded up to the next whole number of days, in the geographic area(s), as appropriate) to 30 days. For Service Classification Nos. 13 and 14, the credit shall be based on the customers otherwise applicable service classification.~~

~~The above credit shall be applied to the Customer's account no later than 75 days after service is restored.~~

~~Any such credits shall be excluded from the Company's Delivery Service Revenue Target as provided for in P.S.C. No. 120 - Electricity, Rule 7.~~

~~2. Collection related Activities~~

~~i. All collection-related activities including terminations of service for non-payment and assessment of late payment charges, with the exception of issuance of service termination notices and assessment of security deposits, shall be suspended for Customers whom the Company knows or reasonably believes experienced a Prolonged Outage. The suspension shall last for a minimum of seven calendar days from the beginning of a Prolonged Outage.~~

~~ii. If there is a Prolonged Outage in which additional protections are required, as determined by an Order Commission, the suspension shall apply for a minimum of 14 days, for residential Customers located in the designated area. The 14-day suspension shall also apply to any residential or non-residential Customer who notifies the Company and provides evidence that their financial circumstances have changed as a result of the outage.~~

~~5. A customer served under P.S.C. No. 120 - Service Classification Nos. 1, 8, 12, and customers taking service under Standby whose otherwise applicable service classification would be P.S.C. No. 120 - Service Classification Nos. 1, 8, or 12, that experiences a Widespread Prolonged Outage may be eligible for reimbursement for spoiled food. Eligible customers shall provide an itemized list of food spoiled or Proof of Loss within 14 days of outage restoration. The Company shall provide reimbursement within 30 days of the receipt of the itemized list or Proof of Loss. The amount of reimbursement shall not exceed a total of \$235 for customers who provide an itemized list. The amount of reimbursement for customers who provide Proof of Loss shall not exceed \$540.~~

~~6. A customer served under P.S.C. No. 120 - Service Classification Nos. 6 and 9, and customers taking service under Standby whose otherwise applicable service classification would be P.S.C. No. 120 - Service Classification Nos. 6 and 9, that experiences a Widespread Prolonged Outage may be eligible for reimbursement for spoiled food. Eligible customers shall provide Proof of Loss within 14 days of outage restoration. The Company shall provide reimbursement within 30 days of the receipt of Proof of Loss. The amount of reimbursement shall not exceed \$540.~~

~~7. A customer served under P.S.C. No. 120 - Service Classification Nos. 1, 8, 12, and residential customers taking service under Standby whose otherwise applicable service classification would be P.S.C. No. 120 - Service Classification Nos. 1, 8, or 12, that experiences a Widespread Prolonged Outage may be eligible for reimbursement for spoiled refrigerated medication. Eligible customers shall provide Proof of Loss within 14 days of outage restoration. The Company shall provide reimbursement within 30 days of the receipt of Proof of Loss.~~

~~8. Not later than 14 calendar days after the conclusion of a Widespread Prolonged Outage, the Company may petition the commission for a waiver of the requirements of this section. The petition may include cost recovery when the Company is not responsible for losses resulting from Widespread Prolonged Outages attributable to: (a) equipment associated primarily with lines of higher voltage or with the generation of electricity; (b) deficiencies in generation or transmission facilities; (c) directives from the NYISO; and (d) conditions beyond the Company's control, such as storms, floods, vandalism, strikes, or fires or accidents external to the Company's operations, as long as reasonable efforts are made to restore service as soon as~~

practicable.

T. Length of Term

The term shall begin on the date service is made available, and shall continue until service is discontinued as provided in applicable Service Classifications or the Line Extension Surcharge Agreement.

GENERAL INFORMATION

5. Liability:

A. Continuity of Supply

The Company shall endeavor at all times to provide a regular and uninterrupted supply of service (except where the terms and conditions of a particular Service Classification provide otherwise), but in case the supply of service shall be interrupted or irregular or defective or fail from causes beyond the Company's control (including without limiting the generality of the foregoing, executive or administrative rules or orders issued from time to time by State or Federal officers, commissions, boards, or bodies having jurisdiction), or because of the ordinary negligence of the Company, its employees, contractors, subcontractors, servants, or agents, the Company shall not be liable therefore.

Customers requiring service which is uninterrupted, unreduced or unimpaired on a continuous basis should provide their own emergency or back-up capability.

Notwithstanding the foregoing, Section 4.S governs the Companies' obligation to pay bill credits and reimbursement for spoiled food or medicine following a qualifying Widespread Prolonged Outage.

B. Customer's Equipment

Neither by inspection nor non-rejection, nor in any other way, does the Company give any warranty, expressed or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, conduit, appliances, or devices owned, installed, or maintained by the customer, or leased by the customer from third parties.

C. Company Equipment

The Company shall not be liable for any injury, casualty, or damage resulting in any way from the supply or use of electricity or from the presence or operation of the Company's structures, equipment, wires, conduit, appliances, or devices on the customer's premises, except injuries or damages resulting from the negligence of the Company.

D. Improper Turn Off

In cases where intentional disconnections of individual customers are made in error, the Company shall:

- (a) reimburse residential customers served either directly or indirectly for their losses actually sustained, not to exceed \$100 for any one customer for any one incident, as the result of improper turn offs of service lasting more than 12 hours, when such losses consist of the spoilage of food or medicine for the lack of refrigeration.
- (b) reimburse non-residential customers served either directly or indirectly for their losses actually sustained, not to exceed \$2000 for any one customer for any one incident, as the result of improper turn offs of service lasting more than 12 hours when such losses consist of the spoilage of perishable merchandise for lack of refrigeration.

Customer claims in the above cases must be made within a 90-day period following the improper turn off incident.

Appendix 3 (B): NYSEG Draft Tariff Leaves (Clean)

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GENERAL INFORMATION

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

Q. Service Guarantee for Missed Appointments

The Company guarantees to keep service appointments made at the customer's request. If the Company does not keep an appointment within the timeframe agreed upon, a credit shall be applied to the customer's next bill. The credit shall be \$35.00.

Service guarantees do not apply to appointments made for the same day the customer requests service or if events beyond the Company's control, such as severe weather, prevent the Company from performing as planned.

R. Metered

The extent of the customer's use of the Company service shall be determined by the readings of the meters installed by the Company.

S. Policies Related to Widespread Prolonged Outages

1. Definitions:

- a. "Widespread Prolonged Outage": means an outage of more than 72 consecutive hours that affects 10% or more of the Customers in the Company's service territory; or more than 20% of an operating division due to utility-owned equipment being unable to provide power, but excludes any electric outage resulting from any damage to or defective condition of any customer-owned equipment or from a directive from the NYISO or voltage reduction or load shedding performed to preserve electric system safety and reliability, or where the Company is prevented from obtaining access to utility-owned equipment on customer premises.
- b. "Subsequent 24-Hour Period": Each full consecutive 24-hour period beginning after the lapse of the initial 72 hours following the start of the outage.
- c. "Proof of Loss": Verifiable proof of perishable food and/or prescription medication spoilage. To verify spoilage, the Customer must provide a depiction (photographic evidence) of food and/or prescription medication spoilage. To determine the Reimbursement amount of an impacted Customer's food and/or prescription medication spoilage, the Customer must provide itemized receipts, itemized cash register receipts, itemized credit card receipts, or photographs of replacement goods that also indicate the price of the item, or other verifiable documentation of the market value of the item, or, in appropriate circumstances, an interview with the claimant.
- d. "Reimbursement": Any type of compensation, including but not limited to a bill credit, or check.

2. If a Widespread Prolonged Outage occurs, the Company shall apply a \$25 bill credit to the account of an affected residential customer defined taking service under P.S.C. No. 120 - Service Classification Nos. 1, 8, 12, and customers taking service under Standby whose otherwise applicable service classification would be P.S.C. No. 120 - Service Classification Nos. 1, 8, or 12, for each full Subsequent 24-Hour Period following the initial 72 hours that a customer is without electric service.
3. A residential customer that remains without electric service for more than 72 hours solely due to an issue with customer-owned equipment is not eligible for the above-mentioned \$25 bill credit.
4. Collection-related Activities
 - i. All collection-related activities including terminations of service for non-payment and assessment of late payment charges, with the exception of issuance of service termination notices and assessment of security deposits, shall be suspended for Customers whom the Company knows or reasonably believes experienced a Prolonged Outage. The suspension shall last for a minimum of seven calendar days from the beginning of a Prolonged Outage.
 - ii. If there is a Prolonged Outage in which additional protections are required, as determined by an Order Commission, the suspension shall apply for a minimum of 14 days, for residential Customers located in the designated area. The 14-day suspension shall also apply to any residential or non-residential Customer who notifies the Company and provides evidence that their financial circumstances have changed as a result of the outage.

Issued by: Joseph J. Syta, Vice President, Controller and Treasurer, Binghamton, NY

GENERAL INFORMATION

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

S. Policies Related to Widespread Prolonged Outages (Cont'd.)

5. A customer served under P.S.C. No. 120 - Service Classification Nos. 1, 8, 12, and customers taking service under Standby whose otherwise applicable service classification would be P.S.C. No. 120 - Service Classification Nos. 1, 8, or 12, that experiences a Widespread Prolonged Outage may be eligible for reimbursement for spoiled food. Eligible customers shall provide an itemized list of food spoiled or Proof of Loss within 14 days of outage restoration. The Company shall provide reimbursement within 30 days of the receipt of the itemized list or Proof of Loss. The amount of reimbursement shall not exceed a total of \$235 for customers who provide an itemized list. The amount of reimbursement for customers who provide Proof of Loss shall not exceed \$540.
6. A customer served under P.S.C. No. 120 - Service Classification Nos. 6 and 9, and customers taking service under Standby whose otherwise applicable service classification would be P.S.C. No. 120 - Service Classification Nos. 6 and 9, that experiences a Widespread Prolonged Outage may be eligible for reimbursement for spoiled food. Eligible customers shall provide Proof of Loss within 14 days of outage restoration. The Company shall provide reimbursement within 30 days of the receipt of Proof of Loss. The amount of reimbursement shall not exceed \$540.
7. A customer served under P.S.C. No. 120 - Service Classification Nos. 1, 8, 12, and residential customers taking service under Standby whose otherwise applicable service classification would be P.S.C. No. 120 - Service Classification Nos. 1, 8, or 12, that experiences a Widespread Prolonged Outage may be eligible for reimbursement for spoiled refrigerated medication. Eligible customers shall provide Proof of Loss within 14 days of outage restoration. The Company shall provide reimbursement within 30 days of the receipt of Proof of Loss.
8. Not later than 14 calendar days after the conclusion of a Widespread Prolonged Outage, the Company may petition the commission for a waiver of the requirements of this section. The petition may include cost recovery when the Company is not responsible for losses resulting from Widespread Prolonged Outages attributable to: (a) equipment associated primarily with lines of higher voltage or with the generation of electricity; (b) deficiencies in generation or transmission facilities; (c) directives from the NYISO; and (d) conditions beyond the Company's control, such as storms, floods, vandalism, strikes, or fires or accidents external to the Company's operations, as long as reasonable efforts are made to restore service as soon as practicable.

T. Length of Term

The term shall begin on the date service is made available, and shall continue until service is discontinued as provided in applicable Service Classifications or the Line Extension Surcharge Agreement.

GENERAL INFORMATION

5. Liability:

A. Continuity of Supply

The Company shall endeavor at all times to provide a regular and uninterrupted supply of service (except where the terms and conditions of a particular Service Classification provide otherwise), but in case the supply of service shall be interrupted or irregular or defective or fail from causes beyond the Company's control (including without limiting the generality of the foregoing, executive or administrative rules or orders issued from time to time by State or Federal officers, commissions, boards, or bodies having jurisdiction), or because of the ordinary negligence of the Company, its employees, contractors, subcontractors, servants, or agents, the Company shall not be liable therefore.

Customers requiring service which is uninterrupted, unreduced or unimpaired on a continuous basis should provide their own emergency or back-up capability.

Notwithstanding the foregoing, Section 4.S governs the Companies' obligation to pay bill credits and reimbursement for spoiled food or medicine following a qualifying Widespread Prolonged Outage.

B. Customer's Equipment

Neither by inspection nor non-rejection, nor in any other way, does the Company give any warranty, expressed or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, conduit, appliances, or devices owned, installed, or maintained by the customer, or leased by the customer from third parties.

C. Company Equipment

The Company shall not be liable for any injury, casualty, or damage resulting in any way from the supply or use of electricity or from the presence or operation of the Company's structures, equipment, wires, conduit, appliances, or devices on the customer's premises, except injuries or damages resulting from the negligence of the Company.

D. Improper Turn Off

In cases where intentional disconnections of individual customers are made in error, the Company shall:

- (a) reimburse residential customers served either directly or indirectly for their losses actually sustained, not to exceed \$100 for any one customer for any one incident, as the result of improper turn offs of service lasting more than 12 hours, when such losses consist of the spoilage of food or medicine for the lack of refrigeration.
- (b) reimburse non-residential customers served either directly or indirectly for their losses actually sustained, not to exceed \$2000 for any one customer for any one incident, as the result of improper turn offs of service lasting more than 12 hours when such losses consist of the spoilage of perishable merchandise for lack of refrigeration.

Customer claims in the above cases must be made within a 90-day period following the improper turn off incident.

Appendix 4 (A): NMPC Draft Tariff Leaves (Redline)

GENERAL INFORMATION

3. LIMITATION OF THE SERVICE OFFER: (Continued)

3.2 Electric service will be supplied by Company subject to the provisions of orders, amendments and interpretations thereof of any governmental body having authority or jurisdiction over such service, notwithstanding anything to the contrary in these Rules and Regulations and the terms and conditions of service as set forth in Company's Service Classifications.

3.3 Applicant should inquire of Company as to arrangements for and as to exact character of service available before proceeding with installation of wiring or ordering of electrical equipment.

3.4 Each dwelling unit, in a residential multiple occupancy building must be individually metered if the internal wiring was not completed prior to January 1, 1977. After this date, the practice of including the electric bill as part of the rent is prohibited for new residential dwelling units. Master metering of such buildings may be permissible when each dwelling unit is submetered pursuant to Rule 8.

3.5 Company shall not be required to provide facilities to supply service in excess of the amount of the kilowatts of demand in application for service.

3.6 Company does not guarantee against variation in voltage or frequency, or against the presence on Company's system or customer's circuits of voltage pulses or harmonic frequencies.

3.7 Company will endeavor at all times to provide a regular and uninterrupted supply of electric service.

3.7.1 In case the supply of service shall be interrupted or irregular or defective or shall fail from causes beyond the Company's control or because of the ordinary negligence of Company, its employees, servants, or agents, Company will not be liable therefore. The provision of Credits and Reimbursements made available to eligible customers pursuant to Rule 26.14 as required by law does not constitute an admission of liability.

3.7.2 When the supply of electric service has been intentionally disconnected in error by the Company for a period of more than 12 hours, compensation for spoilage of food, medicine or perishable merchandise because of a lack of refrigeration will be made by the Company in accordance with the provisions of Rule 14.6.

PSC NO: 220 ELECTRICITY
NIAGARA MOHAWK POWER CORPORATION
INITIAL EFFECTIVE DATE: ~~APRIL 27, 2009~~
STAMPS: Issued in Compliance with Order of the PSC issued XX.XXX in Case 22-M-0159

LEAF: 66
REVISION: ~~01~~
SUPERSEDING REVISION: 0

GENERAL INFORMATION

3. LIMITATION OF THE SERVICE OFFER: (Continued)

3.7.3 Except for the payment of bills already due, or as required by law as provided under Rule 26.14 regarding Widespread Prolonged Outages, neither the Company nor the Customer shall be liable for damages, including payment of minimum billing amounts, for interruptions of service caused by an act of God, windstorm, flood, fire, public enemy, governmental interference, explosion or any other cause whether of the kind here enumerated, or otherwise not reasonably within the control of the Company or Customer. Prompt notice shall be given by the party claiming relief under this provision of the nature and duration of the event leading to such a claim.

3.8 The Company may, without liability therefore, interrupt or curtail service to any customer or customers if an emergency may threaten the health or safety of a person, a surrounding area, the Company's generation, transportation or distribution systems if, in its sole judgement, such action will prevent or alleviate the emergency condition, or in the case of non-residential customers, if there is a need to make permanent or temporary repairs, changes or improvements in any part of the system, or there is a governmental order or directive requiring the Company to do so.

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

3.8.2 The Company shall act promptly to restore non-residential service as soon as possible after disconnection under this section; provided, however, that service need not be restored to any building, unit or piece of equipment if, at the time restoration is to occur, the Company has the lawful right to terminate service for another reason pursuant to Parts 11, 12 and 13, 16NYCRR.

GENERAL INFORMATION

26. BILLING, METER READING, AND COLLECTIONS: (Continued)

~~26.14—In the event the Company is required to file a review of its outage preparation and restoration performance in accordance with 16 NYCRR Part 105—Electric Utility Emergency Plans, the following customer policies relating to prolonged outages shall apply.~~

~~26.14.1—Outages where the restoration period exceeds three days from the start of the event, as determined in accordance with 16 NYCRR Part 105~~

~~26.14.1.1—For any event resulting from an emergency in which electric customers are out of service for a continuous period exceeding three days, the Company will credit affected customers for customer charges and basic service charges contained in SC1, SC1C, SC2ND, SC2D, SC3, SC3A, and SC7 of PSC 220 Electricity and SC 4 of PSC 214 Streetlighting incurred during the period of the outage.~~

~~26.14.1.2—Credits will be applied automatically for any customer the utility knows or reasonably believes was out of service for a period exceeding three days, and upon request from any customer that contacts the company and credibly claims they experienced an outage of such duration.~~

~~26.14.1.3—The credit will be calculated on a proportional basis (e.g., customers out of service for six days would receive a credit in the amount of 6/30ths of the customer charge or basic service charge for that service classification) and applied to customer bills no later than 75 days following the outage.~~

~~26.14.1.4—For residential customers who experienced an outage of at least three days, in duration, and for any residential or non-residential customer who notifies the Company and provides credible support that his/her financial circumstances have changed as a result of the underlying emergency event, all collection related activities, including termination of service for non-payment and assessments of late payment charges, with the exception of issuance of service termination notices and assessment of security deposits, will be suspended for a minimum of 7 calendar days from the beginning of the outage.~~

~~26.14.2—Outages exceeding three days and requiring additional protections as determined by the Commission~~

~~26.14.2.1—For certain events, as determined by Order of the Commission, utilities will take the actions listed below, both for all residential customers located in the designated area, and for any residential or non-residential customer who notifies the utility and provides evidence that his/her financial circumstances have changed as a result of the event.~~

~~26.14.2.2—All collection related activities including terminations of service for non-payment and assessment of late payment charges, with the exception of issuance of service termination notices and assessment of security deposits, will be suspended for at least 14 days.~~

26.14 Compensation to Customers Experiencing Widespread Prolonged Outages

26.14.1 Definitions Applicable Under this General Rule Only

“Proof of Loss” is defined as verifiable proof of perishable food and/or prescription medication spoilage that a Customer may be required to provide in addition to an itemized list of the perishable food and/or prescription medicine for which the Customer claims reimbursement. To verify spoilage, the Customer must provide Proof of Loss consisting of a depiction (photographic evidence) of food and/or prescription medication spoilage. To determine the Reimbursement amount of an impacted Customer’s food and/or prescription medication spoilage, the Customer must provide Proof of Loss consisting of itemized receipts, itemized cash register receipts, itemized credit card receipts, or photographs of

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replacement goods that also indicate the price of the item, or other verifiable documentation of the market value of the item, or, in appropriate circumstances, an interview with the claimant.

“Reimbursement” means any type of compensation, including but not limited to bill credit or check, with the form of compensation to be determined by the Company.

“Small Business Customer”, specific to this Rule 26.14, means a customer who receives service under the parent service classification of SC--2 Non-Demand.

“Eligible Residential Customer”, specific to this Rule 26.14, means a customer who receives service under the parent service classification of SC-1, or under SC1-C.

“Widespread Prolonged Outage” means an outage of more than 72 consecutive hours that affects 10% or more of the customers in the Company’s service territory; or 20% or more of the customers in an operating division, due to utility-owned equipment being unable to provide power, but excludes any electric outage resulting from any damage to or defective condition of any customer-owned equipment or from a directive from the NYISO or voltage reduction or load shedding performed to preserve electric system safety and reliability, or where the Company is prevented from obtaining access to utility-owned equipment on customer premises.

26.14.2 Notwithstanding any other provision of law, in the event that an Eligible Residential Customer, or a Small Business Customer, experience a Widespread Prolonged Outage lasting at least 72 consecutive hours or more, the Company shall:

26.14.2.1 Provide a credit of \$25 on the balance of such Eligible Residential Customer’s account for each subsequent full 24-hour period of service outage that occurs for such customers after the 72 consecutive hours of such Widespread Prolonged Outage.

26.14.2.2 Provide Reimbursement to Eligible Residential Customers of any food spoiled due to lack of refrigeration. Eligible Residential Customers shall provide the Company an itemized list of all food spoiled, or Proof of Loss of food spoiled within 14 days after the restoration from a Widespread Prolonged Outage is complete. The Company shall reimburse such customer within 30 days of the receipt of the itemized list or Proof of Loss, provided, however, that if the Company has applied for a waiver pursuant to General Rule 26.14.3 the Company shall reimburse the customer within a time period to be determined by the Commission after the Commission renders a decision on the waiver request. The amount of the Reimbursement shall not exceed a total of \$235 dollars for customers who provide an itemized list. The amount of the Reimbursement for customers who provide Proof of Loss shall not exceed \$540.

PSC NO: 220 ELECTRICITY

LEAF: 145.2

NIAGARA MOHAWK POWER CORPORATION

REVISION: 0

INITIAL EFFECTIVE DATE: XXXXX

SUPERSEDING REVISION:

STAMPS: Issued in Compliance with Order of the PSC issued XX, XXXX in Case 22-M-0159

26.14 Compensation to Customers Experiencing Widespread Prolonged Outages (Continued)

26.14.2.3 Provide Reimbursement to Eligible Residential Customers of prescription medication spoiled due to lack of refrigeration. Eligible Residential Customers shall provide the Company with an itemized list and Proof of Loss of prescription medication spoiled due to lack of refrigeration within 14 days after the restoration from a Widespread Prolonged Outage is complete. The Company shall reimburse such the customer within 30 days of the receipt of the itemized list and Proof of Loss of prescription medication, provided, however, that if the Company has applied for a waiver pursuant to Public Service Law Section 73(3), the Company shall reimburse the customer within a time period to be determined by the Commission after the Commission renders a decision on the waiver request. The amount of the Reimbursement shall total no more than the actual cost of the perishable prescription medicine spoiled due to lack of refrigeration.

Issued by Rudolph L. Wynter, President, Syracuse, NY

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26.14.2.4 Provide Reimbursement to Small Business Customers for any food spoiled due to lack of refrigeration. Small Business Customers shall provide the Company with an itemized list and Proof of Loss for all food spoiled within 14 days after the restoration from a Widespread Prolonged Outage is complete. The Company shall reimburse the Small Business Customer within 30 days of the receipt of the itemized list and Proof of Loss, provided, however, that if the Company has applied for a waiver pursuant to Public Service Law Section 73(3), the Company shall reimburse the Small Business Customer within a time period to be determined by the Commission after the Commission renders a decision on the waiver request. The amount of reimbursement shall not exceed \$540 dollars.

~~26.14.3 Not later than 14 calendar days after the restoration from a Widespread Prolonged Outage is complete, the Company may petition the Commission for a waiver of the requirements of this section. The petition may include, but is not limited to, cost recovery when the Company is not responsible for losses resulting from Widespread Prolonged Outages attributable to: (a) equipment associated primarily with lines of higher voltage or with the generation of electricity; (b) deficiencies in generation or transmission facilities; (c) directives from the NYISO; or (d) conditions beyond the Company's control, such as storms, floods, vandalism, strikes, fires or accidents external to the Company's operations, as long as reasonable efforts are made to restore service as soon as practicable.~~

26.14.43 All collection-related activities including terminations of service for non-payment and assessment of late payment charges, with the exception of issuance of service termination notices and assessment of security deposits, will be suspended for Customers that the Company knows or reasonably believes experienced a Widespread Prolonged Outage. The suspension will last for a minimum of seven calendar days from the end of a Widespread Prolonged Outage.

26.14.45 If there is a Widespread Prolonged Outage in which additional protections are required, as determined by an Order of the Commission, the suspension will apply for a minimum of 14 days for residential Customers located in the designated area. The 14-day suspension will also apply to any residential or non-residential Customer who notifies the Company and provides evidence that his/her financial circumstances have changed as a result of the outage.

Appendix 4 (B): NMPC Draft Tariff Leaves (Clean)

GENERAL INFORMATION

3. LIMITATION OF THE SERVICE OFFER: (Continued)

3.2 Electric service will be supplied by Company subject to the provisions of orders, amendments and interpretations thereof of any governmental body having authority or jurisdiction over such service, notwithstanding anything to the contrary in these Rules and Regulations and the terms and conditions of service as set forth in Company's Service Classifications.

3.3 Applicant should inquire of Company as to arrangements for and as to exact character of service available before proceeding with installation of wiring or ordering of electrical equipment.

3.4 Each dwelling unit, in a residential multiple occupancy building must be individually metered if the internal wiring was not completed prior to January 1, 1977. After this date, the practice of including the electric bill as part of the rent is prohibited for new residential dwelling units. Master metering of such buildings may be permissible when each dwelling unit is submetered pursuant to Rule 8.

3.5 Company shall not be required to provide facilities to supply service in excess of the amount of the kilowatts of demand in application for service.

3.6 Company does not guarantee against variation in voltage or frequency, or against the presence on Company's system or customer's circuits of voltage pulses or harmonic frequencies.

3.7 Company will endeavor at all times to provide a regular and uninterrupted supply of electric service.

3.7.1 In case the supply of service shall be interrupted or irregular or defective or shall fail from causes beyond the Company's control or because of the ordinary negligence of Company, its employees, servants, or agents, Company will not be liable therefore. The provision of Credits and Reimbursements made available to eligible customers pursuant to Rule 26.14 as required by law does not constitute an admission of liability.

3.7.2 When the supply of electric service has been intentionally disconnected in error by the Company for a period of more than 12 hours, compensation for spoilage of food, medicine or perishable merchandise because of a lack of refrigeration will be made by the Company in accordance with the provisions of Rule 14.6.

GENERAL INFORMATION

3. LIMITATION OF THE SERVICE OFFER: (Continued)

3.7.3 Except for the payment of bills already due, or as required by law as provided under Rule 26.14 regarding Widespread Prolonged Outages, neither the Company nor the Customer shall be liable for damages, including payment of minimum billing amounts, for interruptions of service caused by an act of God, windstorm, flood, fire, public enemy, governmental interference, explosion or any other cause whether of the kind here enumerated, or otherwise not reasonably within the control of the Company or Customer. Prompt notice shall be given by the party claiming relief under this provision of the nature and duration of the event leading to such a claim.

3.8 The Company may, without liability therefore, interrupt or curtail service to any customer or customers if an emergency may threaten the health or safety of a person, a surrounding area, the Company's generation, transportation or distribution systems if, in its sole judgement, such action will prevent or alleviate the emergency condition, or in the case of non-residential customers, if there is a need to make permanent or temporary repairs, changes or improvements in any part of the system, or there is a governmental order or directive requiring the Company to do so.

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

3.8.2 The Company shall act promptly to restore non-residential service as soon as possible after disconnection under this section; provided, however, that service need not be restored to any building, unit or piece of equipment if, at the time restoration is to occur, the Company has the lawful right to terminate service for another reason pursuant to Parts 11, 12 and 13, 16NYCRR.

GENERAL INFORMATION

26. BILLING, METER READING, AND COLLECTIONS: (Continued)

26.14 Compensation to Customers Experiencing Widespread Prolonged Outages

26.14.1 Definitions Applicable Under this General Rule Only

“Proof of Loss” is defined as verifiable proof of perishable food and/or prescription medication spoilage that a Customer may be required to provide in addition to an itemized list of the perishable food and/or prescription medicine for which the Customer claims reimbursement. To verify spoilage, the Customer must provide Proof of Loss consisting of a depiction (photographic evidence) of food and/or prescription medication spoilage. To determine the Reimbursement amount of an impacted Customer’s food and/or prescription medication spoilage, the Customer must provide Proof of Loss consisting of itemized receipts, itemized cash register receipts, itemized credit card receipts, or photographs of

replacement goods that also indicate the price of the item, or other verifiable documentation of the market value of the item, or, in appropriate circumstances, an interview with the claimant.

“Reimbursement” means any type of compensation, including but not limited to bill credit or check, with the form of compensation to be determined by the Company.

“Small Business Customer”, specific to this Rule 26.14, means a customer who receives service under the parent service classification of SC-2 Non-Demand.

“Eligible Residential Customer”, specific to this Rule 26.14, means a customer who receives service under the parent service classification of SC-1, or under SC1-C.

“Widespread Prolonged Outage” means an outage of more than 72 consecutive hours that affects 10% or more of the customers in the Company’s service territory or 20% or more of the customers in an operating division, due to utility-owned equipment being unable to provide power, but excludes any electric outage resulting from any damage to or defective condition of any customer-owned equipment or from a directive from the NYISO or voltage reduction or load shedding performed to preserve electric system safety and reliability, or where the Company is prevented from obtaining access to utility-owned equipment on customer premises.

26.14.2 Notwithstanding any other provision of law, in the event that an Eligible Residential Customer , or a Small Business Customer, experience a Widespread Prolonged Outage lasting at least 72 consecutive hours or more, the Company shall:

26.14.2.1 Provide a credit of \$25 on the balance of such Eligible Residential Customer’s account for each subsequent full 24-hour period of service outage that occurs for such customer after the 72 consecutive hours of such Widespread Prolonged Outage.

26.14.2.2 Provide Reimbursement to Eligible Residential Customers of any food spoiled due to lack of refrigeration. Eligible Residential Customers shall provide the Company an itemized list of all food spoiled, or Proof of Loss of food spoiled within 14 days after the restoration from a Widespread Prolonged Outage is complete. The Company shall reimburse such customer within 30 days of the receipt of the itemized list or Proof of Loss, provided, however, that if the Company has applied for a waiver pursuant to General Rule 26.14.3 the Company shall reimburse the customer within a time period to be determined by the Commission after the Commission renders a decision on the waiver request. The amount of the Reimbursement shall not exceed a total of \$235 dollars for customers who provide an itemized list. The amount of the Reimbursement for customers who provide Proof of Loss shall not exceed \$540.

26.14 Compensation to Customers Experiencing Widespread Prolonged Outages (Continued)

26.14.2.3 Provide Reimbursement to Eligible Residential Customers of prescription medication spoiled due to lack of refrigeration. Eligible Residential Customers shall provide the Company with an itemized list and Proof of Loss of prescription medication spoiled due to lack of refrigeration within 14 days after the restoration from a Widespread Prolonged Outage is complete. The Company shall reimburse such customer within 30 days of the receipt of the itemized list and Proof of Loss of prescription medication, provided, however, that if the Company has applied for a waiver pursuant to Public Service Law Section 73(3), the Company shall reimburse the customer within a time period to be determined by the Commission after the Commission renders a decision on the waiver request. The amount of the Reimbursement shall total no more than the actual cost of the perishable prescription medicine spoiled due to lack of refrigeration.

26.14.2.4 Provide Reimbursement to Small Business Customers for any food spoiled due to lack of refrigeration. Small Business Customers shall provide the Company with an itemized list and Proof of Loss for all food spoiled within 14 days after the restoration from a Widespread Prolonged Outage is complete. The Company shall reimburse the Small Business Customer within 30 days of the receipt of the itemized list and Proof of Loss, provided, however, that if the Company has applied for a waiver pursuant to Public Service Law Section 73(3), the Company shall reimburse the Small Business Customer within a time period to be determined by the Commission after the Commission renders a decision on the waiver request. The amount of reimbursement shall not exceed \$540 dollars.

26.14.3 All collection-related activities including terminations of service for non-payment and assessment of late payment charges, with the exception of issuance of service termination notices and assessment of security deposits, will be suspended for Customers that the Company knows or reasonably believes experienced a Widespread Prolonged Outage. The suspension will last for a minimum of seven calendar days from the end of a Widespread Prolonged Outage.

26.14.4 If there is a Widespread Prolonged Outage in which additional protections are required, as determined by an Order of the Commission, the suspension will apply for a minimum of 14 days for residential Customers located in the designated area. The 14-day suspension will also apply to any residential or non-residential Customer who notifies the Company and provides evidence that his/her financial circumstances have changed as a result of the outage.

Appendix 5 (A): O&R Draft Tariff Leaves (Redline)

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GENERAL INFORMATION

7. METERING AND BILLING (Continued)

7.16 REACTIVE POWER DEMAND CHARGE (Continued)

- (C) The billable Reactive Power Demand, in kVAr, shall be equal to the kVAr at the time of the highest 15-minute integrated kW demand recorded during the billing period less 1/3 of such kW demand; provided, however, that if this difference is less than zero, the billable Reactive Power Demand shall be zero.
- (D) The monthly Reactive Power Demand Charge shall be \$0.85 per kVAr of billable Reactive Power Demand.

~~7.17 CONSUMER POLICIES RELATED TO PROLONGED OUTAGES~~

~~The following sets forth the policies established by the Commission's Order issued November 18, 2013, in Case 13-M-0061 regarding Prolonged Outages. A "Prolonged Outage" is defined as an outage resulting from an emergency in which electric customers are out of service for a continuous period exceeding three days and in which the 16 NYCRR Part 105 regulations governing utility outage preparation and system restoration performance reviews apply.~~

- ~~(A) In the event of a Prolonged Outage, the Company shall apply credits to customer accounts as follows:
 - ~~(1) The Company will automatically apply a credit to the account of any customer that the Company knows or reasonably believes was out of service for a period exceeding three days, and upon request, to the account of any customer that contacts the Company and credibly claims to have experienced an outage of such duration.~~
 - ~~(2) The credit will be equal to the Customer Charge for the customer's Service Classification multiplied by the ratio of the number of days of the service outage (based on the average duration of the service outage in the geographic area(s), as appropriate) to 30 days. Exceptions include:~~~~

~~7.17 COMPENSATION TO CUSTOMERS EXPERIENCING WIDESPREAD PROLONGED OUTAGES~~

~~(A) Definitions Applicable under this General Information Section:~~

- ~~(1) "Proof of Loss" is defined as verifiable proof of perishable food and/or prescription medication spoilage that a customer may be required to provide in addition to an itemized list of the perishable food and/or prescription medicine for which the customer claims reimbursement. To verify spoilage, the customer must provide Proof of Loss consisting of a depiction (photographic evidence) of food and/or prescription medication spoilage. To determine the Reimbursement amount of an impacted customer's food and/or prescription medication spoilage, the customer must provide Proof of Loss consisting of itemized receipts, itemized cash register receipts, itemized credit card receipts, or photographs of replacement goods that also indicate~~

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the price of the item, or other verifiable documentation of the market value of the item, or, in appropriate circumstances, an interview with the claimant.

- (2) “Reimbursement” means any type of compensation including but not limited to bill credit or check with the form of compensation to be determined by the Company.
- (3) “Small Business Customer” means a customer who receives service under SC No. 2 - Secondary Non-Demand Billed.
- (4) “Widespread Prolonged Outage” means an outage of more than 72 consecutive hours that affects 10% or more of the customers in the Company’s service territory due to utility-owned equipment being unable to provide power, but excludes any electric outage resulting from any damage to or defective condition of any customer-owned equipment or from a directive from the NYISO or voltage reduction or load shedding performed to preserve electric system safety and reliability, or where the Company is prevented from obtaining access to utility-owned equipment on customer premises.

GENERAL INFORMATION

7. METERING AND BILLING (Continued)

~~7.17 CONSUMER POLICIES RELATED TO PROLONGED OUTAGES (Continued)~~

~~(A) (Continued)~~

~~(2) (Continued)~~

~~(a) For customers taking service under Special Provision B, Space Heating, of Service Classification No. 2, the credit will be based on the Customer Charge applicable to Service Classification No. 2 non-demand billed customers taking metered service.~~

~~(b) For customers taking service under Service Classification No. 5, the credit will be based on the Customer Charge applicable to Service Classification No. 16 Service Type C un-metered service.~~

~~(3) The above credit will be applied to a customer's account no later than 75 days after the Company restores electric service~~

~~(B) Collection-related activities~~

~~(1) All collection-related activities including terminations of service for non-payment and assessment of late payment charges, with the exception of issuance of service termination notices and assessment of security deposits, will be suspended for customers the Company knows or reasonably believes experienced a Prolonged Outage. The suspension will last for a minimum of seven calendar days from the beginning of a Prolonged Outage~~

~~(2) If there is a Prolonged Outage in which additional protections are required, as determined by an Order of the Commission, the suspension will apply for a minimum of 14 days for residential customers located in the designated area. The 14-day suspension will also apply to any residential or non-residential customer who notifies the Company and provides evidence that his/her financial circumstances have changed as a result of the event.~~

~~7.17 COMPENSATION TO CUSTOMERS EXPERIENCING WIDESPREAD PROLONGED OUTAGES (Continued)~~

~~(B) Notwithstanding any other provision of law, in the event that an SC No. 1 customer, SC No. 19 customer, or Small Business Customer experiences a Widespread Prolonged Outage lasting at least 72 consecutive hours or more, the Company shall:~~

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- (1) Provide a credit of \$25 on the balance of such SC No. 1 or SC No. 19 customer's account for each full 24-hour period of service outage that occurs for such customers after the 72 consecutive hours of such Widespread Prolonged Outage.
- (2) Provide Reimbursement of any food spoiled due to lack of refrigeration as set forth below.
 - (a) SC No. 1 and SC No. 19 customers shall provide the Company an itemized list of all food spoiled, if any, within 14 days after the restoration from a Widespread Prolonged Outage is complete. The amount of the Reimbursement shall not exceed a total of \$235 dollars for customers who provide only an itemized list. The amount of the Reimbursement for customers who provide an itemized list and Proof of Loss shall not exceed \$540.
 - (b) Small Business Customers shall provide the Company with an itemized list of all food spoiled within 14 days after the restoration from the Widespread Prolonged Outage is complete. The amount of the Reimbursement shall not exceed \$540.
 - (c) For SC No. 1, SC No. 19, and Small Business Customers, the Company shall reimburse the customer within 30 days of the receipt of the itemized list and Proof of Loss, if any; provided, however, that if the Company has applied for a waiver pursuant to Public Service Law Section 73(3), the Company shall reimburse the customer within a time period to be determined by the Commission after the Commission renders a decision on the waiver request.

GENERAL INFORMATION

7. METERING AND BILLING (Continued)

7.17 COMPENSATION TO CUSTOMERS EXPERIENCING WIDESPREAD PROLONGED OUTAGES
(Continued)

(B) (Continued)

- (3) Provide Reimbursement of prescription medication spoiled due to lack of refrigeration. SC No. 1 and SC No. 19 customers shall provide the Company with an itemized list and Proof of Loss of prescription medication due to lack of refrigeration within 14 days after the restoration from a Widespread Prolonged Outage is complete. The Company shall reimburse the customer within 30 days of the receipt of the itemized list and Proof of Loss of prescription medication; provided, however, that if the Company has applied for a waiver pursuant to Public Service Law Section 73(3), the Company shall reimburse the customer within a time period to be determined by the Commission after the Commission renders a decision on the waiver request. The amount of the Reimbursement shall total no more than the actual cost of the perishable prescription medicine spoiled due to lack of refrigeration.

(C) Collection-related activities

- (1) All collection-related activities including terminations of service for non-payment and assessment of late payment charges, with the exception of issuance of service termination notices and assessment of security deposits, will be suspended for customers the Company knows or reasonably believes experienced a Widespread Prolonged Outage. The suspension will last for a minimum of seven calendar days from the ~~beginning~~end of a Widespread Prolonged Outage
- (2) If there is a Widespread Prolonged Outage in which additional protections are required, as determined by an Order of the Commission, the suspension will apply for a minimum of 14 days for residential customers located in the designated area. The 14-day suspension will also apply to any residential or non-residential customer who notifies the Company and provides evidence that his/her financial circumstances have changed as a result of the ~~event~~outage.

GENERAL INFORMATION

10. LIABILITY (Continued)

10.1 COMPANY LIABILITY (Continued)

(A) Continuity of Supply (Continued)

- (3) Without limiting the generality of the foregoing, the Company may, without liability therefore, interrupt, reduce, or impair services to any customer or customers in the event of an emergency of threatening the integrity of its system, or any other systems with which it is directly or indirectly interconnected, if in its sole judgment or that of the NYISO, such action will prevent, alleviate, or reduce the emergency condition for such period of time as the Company, or the NYISO, deems necessary.
- (4) Customers requiring service which is uninterrupted, unreduced, or unimpaired on a continuous basis should provide their own emergency or back-up capability.
- (5) The Company will reimburse residential consumers, served directly and indirectly, for losses actually sustained not to exceed \$100 for any one consumer for any one incident, when such losses consist of the spoilage of food or medicine due to a lack of refrigeration and will reimburse non-residential consumers, served directly and indirectly, up to \$2,000 for perishable merchandise which spoils due to a lack of refrigeration provided that these losses are caused by intentional disconnections of individual customers made in error when service has been disconnected for more than 12 hours. Consumer claims are to be filed within a 90-day period.
- (6) Notwithstanding other limitations of liability contained in this Tariff, the Company will compensate customers for losses resulting from widespread prolonged outages as described in General Information Section No. 7.17.

(B) Customer's Equipment

Neither by inspection or non-rejection, nor in any other way does the Company give any warranty, express or implied, as to the adequacy safety or other characteristics of any structures, equipment, lines, appliances or devices owned, installed or maintained by the customer or leased by the customer from third parties.

Appendix 5 (B): O&R Draft Tariff Leaves (Clean)

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GENERAL INFORMATION

7. METERING AND BILLING (Continued)

7.16 REACTIVE POWER DEMAND CHARGE (Continued)

- (C) The billable Reactive Power Demand, in kVAr, shall be equal to the kVAr at the time of the highest 15-minute integrated kW demand recorded during the billing period less 1/3 of such kW demand; provided, however, that if this difference is less than zero, the billable Reactive Power Demand shall be zero.
- (D) The monthly Reactive Power Demand Charge shall be \$0.85 per kVAr of billable Reactive Power Demand.

7.17 COMPENSATION TO CUSTOMERS EXPERIENCING WIDESPREAD PROLONGED OUTAGES

(A) Definitions Applicable under this General Information Section:

- (1) "Proof of Loss" is defined as verifiable proof of perishable food and/or prescription medication spoilage that a customer may be required to provide in addition to an itemized list of the perishable food and/or prescription medicine for which the customer claims reimbursement. To verify spoilage, the customer must provide Proof of Loss consisting of a depiction (photographic evidence) of food and/or prescription medication spoilage. To determine the Reimbursement amount of an impacted customer's food and/or prescription medication spoilage, the customer must provide Proof of Loss consisting of itemized receipts, itemized cash register receipts, itemized credit card receipts, or photographs of replacement goods that also indicate the price of the item, or other verifiable documentation of the market value of the item, or, in appropriate circumstances, an interview with the claimant.
- (2) "Reimbursement" means any type of compensation including but not limited to bill credit or check with the form of compensation to be determined by the Company.
- (3) "Small Business Customer" means a customer who receives service under SC No. 2 - Secondary Non-Demand Billed.
- (4) "Widespread Prolonged Outage" means an outage of more than 72 consecutive hours that affects 10% or more of the customers in the Company's service territory due to utility-owned equipment being unable to provide power, but excludes any electric outage resulting from any damage to or defective condition of any customer-owned equipment or from a directive from the NYISO or voltage reduction or load shedding performed to preserve electric system safety and reliability, or where the Company is prevented from obtaining access to utility-owned equipment on customer premises.

GENERAL INFORMATION

7. METERING AND BILLING (Continued)

7.17 COMPENSATION TO CUSTOMERS EXPERIENCING WIDESPREAD PROLONGED OUTAGES
(Continued)

- (B) Notwithstanding any other provision of law, in the event that an SC No. 1 customer, SC No. 19 customer, or Small Business Customer experiences a Widespread Prolonged Outage lasting at least 72 consecutive hours or more, the Company shall:
- (1) Provide a credit of \$25 on the balance of such SC No. 1 or SC No. 19 customer's account for each full 24-hour period of service outage that occurs for such customers after the 72 consecutive hours of such Widespread Prolonged Outage.
 - (2) Provide Reimbursement of any food spoiled due to lack of refrigeration as set forth below.
 - (a) SC No. 1 and SC No. 19 customers shall provide the Company an itemized list of all food spoiled, if any, within 14 days after the restoration from a Widespread Prolonged Outage is complete. The amount of the Reimbursement shall not exceed a total of \$235 dollars for customers who provide only an itemized list. The amount of the Reimbursement for customers who provide an itemized list and Proof of Loss shall not exceed \$540.
 - (b) Small Business Customers shall provide the Company with an itemized list of all food spoiled within 14 days after the restoration from the Widespread Prolonged Outage is complete. The amount of the Reimbursement shall not exceed \$540.
 - (c) For SC No. 1, SC No. 19, and Small Business Customers, the Company shall reimburse the customer within 30 days of the receipt of the itemized list and Proof of Loss, if any; provided, however, that if the Company has applied for a waiver pursuant to Public Service Law Section 73(3), the Company shall reimburse the customer within a time period to be determined by the Commission after the Commission renders a decision on the waiver request.

GENERAL INFORMATION

7. METERING AND BILLING (Continued)

7.17 COMPENSATION TO CUSTOMERS EXPERIENCING WIDESPREAD PROLONGED OUTAGES
(Continued)

(B) (Continued)

- (3) Provide Reimbursement of prescription medication spoiled due to lack of refrigeration. SC No. 1 and SC No. 19 customers shall provide the Company with an itemized list and Proof of Loss of prescription medication due to lack of refrigeration within 14 days after the restoration from a Widespread Prolonged Outage is complete. The Company shall reimburse the customer within 30 days of the receipt of the itemized list and Proof of Loss of prescription medication; provided, however, that if the Company has applied for a waiver pursuant to Public Service Law Section 73(3), the Company shall reimburse the customer within a time period to be determined by the Commission after the Commission renders a decision on the waiver request. The amount of the Reimbursement shall total no more than the actual cost of the perishable prescription medicine spoiled due to lack of refrigeration.

(C) Collection-related activities

- (1) All collection-related activities including terminations of service for non-payment and assessment of late payment charges, with the exception of issuance of service termination notices and assessment of security deposits, will be suspended for customers the Company knows or reasonably believes experienced a Widespread Prolonged Outage. The suspension will last for a minimum of seven calendar days from the end of a Widespread Prolonged Outage
- (2) If there is a Widespread Prolonged Outage in which additional protections are required, as determined by an Order of the Commission, the suspension will apply for a minimum of 14 days for residential customers located in the designated area. The 14-day suspension will also apply to any residential or non-residential customer who notifies the Company and provides evidence that his/her financial circumstances have changed as a result of the outage.

GENERAL INFORMATION

10. LIABILITY (Continued)

10.1 COMPANY LIABILITY (Continued)

(A) Continuity of Supply (Continued)

- (3) Without limiting the generality of the foregoing, the Company may, without liability therefore, interrupt, reduce, or impair services to any customer or customers in the event of an emergency of threatening the integrity of its system, or any other systems with which it is directly or indirectly interconnected, if in its sole judgment or that of the NYISO, such action will prevent, alleviate, or reduce the emergency condition for such period of time as the Company, or the NYISO, deems necessary.
- (4) Customers requiring service which is uninterrupted, unreduced, or unimpaired on a continuous basis should provide their own emergency or back-up capability.
- (5) The Company will reimburse residential consumers, served directly and indirectly, for losses actually sustained not to exceed \$100 for any one consumer for any one incident, when such losses consist of the spoilage of food or medicine due to a lack of refrigeration and will reimburse non-residential consumers, served directly and indirectly, up to \$2,000 for perishable merchandise which spoils due to a lack of refrigeration provided that these losses are caused by intentional disconnections of individual customers made in error when service has been disconnected for more than 12 hours. Consumer claims are to be filed within a 90-day period.
- (6) Notwithstanding other limitations of liability contained in this Tariff, the Company will compensate customers for losses resulting from widespread prolonged outages as described in General Information Section No. 7.17.

(B) Customer's Equipment

Neither by inspection or non-rejection, nor in any other way does the Company give any warranty, express or implied, as to the adequacy safety or other characteristics of any structures, equipment, lines, appliances or devices owned, installed or maintained by the customer or leased by the customer from third parties.

Appendix 6 (A): RG&E Draft Tariff Leaves (Redline)

GENERAL INFORMATION

4. METERING AND BILLING (Cont'd)

Q. ~~Consumer~~ Policies Related to Widespread Prolonged Outages

1. Definitions:

- a. “Widespread Prolonged Outage”: means an outage of more than 72 consecutive hours that affects 10% or more of the Customers in the Company’s service territory; or more than 20% of an operating division due to utility-owned equipment being unable to provide power, but excludes any electric outage resulting from any damage to or defective condition of any customer-owned equipment or from a directive from the NYISO or voltage reduction or load shedding performed to preserve electric system safety and reliability, or where the Company is prevented from obtaining access to utility-owned equipment on customer premises.
- b. “Subsequent 24-Hour Period”: Each full consecutive 24-hour period beginning after the lapse of the initial 72 hours following the start of the outage.
- c. “Proof of Loss”: Verifiable proof of perishable food and/or prescription medication spoilage. To verify spoilage, the Customer must provide a depiction (photographic evidence) of food and/or prescription medication spoilage. To determine the Reimbursement amount of an impacted Customer’s food and/or prescription medication spoilage, the Customer must provide itemized receipts, itemized cash register receipts, itemized credit card receipts, or photographs of replacement goods that also indicate the price of the item, or other verifiable documentation of the market value of the item, or, in appropriate circumstances, an interview with the claimant.
- d. “Reimbursement”: Any type of compensation, including but not limited to a bill credit, or check.

2. If a Widespread Prolonged Outage occurs, the Company shall apply a \$25 bill credit to the account of an affected residential customer defined taking service under P.S.C. No. 19 - Service Classification Nos. 1, 4, and customers taking service under Standby whose otherwise applicable service classification would be P.S.C. No. 19 - Service Classification Nos. 1 or 4, for each full Subsequent 24-Hour Period following the initial 72 hours that a customer is without electric service.

3. A residential customer that remains without electric service for more than 72 hours solely due to an issue with customer-owned equipment is not eligible for the above-mentioned \$25 bill credit.

4. Collection-related Activities

- a. All collection-related activities including terminations of service for non-payment and assessment of late payment charges, with the exception of issuance of service termination notices and assessment of security deposits, shall be suspended for Customers whom the Company knows or reasonably believes experienced a Prolonged Outage. The suspension shall last for a minimum of seven calendar days from the beginning of a Prolonged Outage.
- b. If there is a Prolonged Outage in which additional protections are required, as determined by Order of the Commission, the suspension shall apply for a minimum of 14 days, for residential Customers located in the designated area. The 14-day suspension shall also apply to any residential or non-residential Customer who notifies the Company and provides evidence that their financial circumstances have changed as a result of the outage.

5. A customer served under P.S.C. No. 19 - Service Classification Nos. 1, 4, and customers taking service under Standby whose otherwise applicable service classification would be P.S.C. No. 19 - Service Classification Nos. 1 or 4, that experiences a Widespread Prolonged Outage may be eligible for reimbursement for spoiled food. Eligible customers shall provide an itemized list of food spoiled or Proof of Loss within 14 days of outage restoration. The Company shall provide reimbursement within 30 days of the receipt of the itemized list or Proof of Loss. The amount of reimbursement shall not exceed a total of \$235 for customers who provide an itemized list. The amount of reimbursement for customers who provide Proof of Loss shall not exceed \$540.
6. A customer served under P.S.C. No. 19 - Service Classification No. 2, and customers taking service under Standby whose otherwise applicable service classification would be P.S.C. No. 19 - Service Classification No. 2, that experiences a Widespread Prolonged Outage may be eligible for reimbursement for spoiled food. Eligible customers shall provide Proof of Loss within 14 days of outage restoration. The Company shall provide reimbursement within 30 days of the receipt of Proof of Loss. The amount of reimbursement shall not exceed \$540.
7. A customer served under P.S.C. No. 19 - Service Classification Nos. 1, 4, and residential customers taking service under Standby whose otherwise applicable service classification would be P.S.C. No. 19 - Service Classification Nos. 1 or 4, that experiences a Widespread Prolonged Outage may be eligible for reimbursement for spoiled refrigerated medication. Eligible customers shall provide Proof of Loss within 14 days of outage restoration. The Company shall provide reimbursement within 30 days of the receipt of Proof of Loss.
8. Not later than 14 calendar days after the conclusion of a Widespread Prolonged Outage, the Company may petition the commission for a waiver of the requirements of this section. The petition may include cost recovery when the Company is not responsible for losses resulting from Widespread Prolonged Outages attributable to: (a) equipment associated primarily with lines of higher voltage or with the generation of electricity; (b) deficiencies in generation or transmission facilities; (c) directives from the NYISO; and (d) conditions beyond the Company's control, such as storms, floods, vandalism, strikes, or fires or accidents external to the Company's operations, as long as reasonable efforts are made to restore service as soon as practicable.

The following policies regarding Prolonged Outages were established by Order of the Commission November 18, 2013, in Case 13 M 0061. A "Prolonged Outage" is defined hereunder as an outage resulting from an emergency in which electricity Customers are out of service for a continuous period exceeding three days and in which the 16 NYCRR Part 105 regulations governing utility outage preparation and system restoration performance reviews apply.

1. Credits to be applied to Customer Accounts under this Schedule in Service Classification Nos. 1, 2, 3, 4, 7, 8, 9, 10, 11 and 14.
 - a. ~~When there is a Prolonged Outage, the Company shall automatically apply a credit to the account of any Customer that the Company knows or reasonably believes was out of service for a period exceeding three days, and upon request, to the account of any Customer that contacts the Company and credibly claims to have experienced an outage of such duration.~~
 - b. ~~The credit shall be equal to the Customer Charge for the Customer's Service Classification multiplied by the ratio of the number of days of the service outage (based on the average duration of the service outage in the geographic area(s), as appropriate) to 30 days. For Service Classification Nos. 10 and 11, the credit shall be based on the customer's otherwise applicable service classification.~~
 - c. ~~The above credit shall be applied to the Customer's account no later than 75 days after service is~~

~~restored.
d. Any such credit shall be excluded from the Companies Delivery Service Revenue Target as provided for in Rule K.~~

R. Distribution Load Relief Program

1. Applicability

All customers taking service under Service Classification Nos. 1, 2, 3, 4, 5, 7, 8, 9, 10, 11 and 14, whether receiving electricity supply from the Company or an ESCO, including any NYPA Customer; and to any Aggregator that meets the requirements of this Program.

GENERAL INFORMATION

6. LIABILITY

A. CONTINUITY OF SUPPLY

The Company shall endeavor at all times to provide a regular and uninterrupted supply of service (except where the terms and conditions of a particular Service Classification provide otherwise), but in case the supply of service shall be interrupted or irregular or defective or fail from causes beyond the Company's control (including without limiting the generality of the foregoing, executive or administrative rules or orders issued from time to time by State or Federal officers, commissions, boards or bodies having jurisdiction), or because of the ordinary negligence of the Company, its employees, contractors, subcontractors, servants or agents, the Company shall not be liable therefore.

Customers requiring service which is uninterrupted, unreduced or unimpaired on a continuous basis should provide their own emergency or back-up capability.

Notwithstanding the foregoing, Section 4.Q governs the Companies' obligation to pay bill credits and reimbursement for spoiled food or medicine following a qualifying Widespread Prolonged Outage.

Appendix 6 (B): RG&E Draft Tariff Leaves (Clean)

GENERAL INFORMATION

4. METERING AND BILLING (Cont'd)

Q. Policies Related to Widespread Prolonged Outages

1. Definitions:
 - a. "Widespread Prolonged Outage": means an outage of more than 72 consecutive hours that affects 10% or more of the Customers in the Company's service territory; or more than 20% of an operating division due to utility-owned equipment being unable to provide power, but excludes any electric outage resulting from any damage to or defective condition of any customer-owned equipment or from a directive from the NYISO or voltage reduction or load shedding performed to preserve electric system safety and reliability, or where the Company is prevented from obtaining access to utility-owned equipment on customer premises.
 - b. "Subsequent 24-Hour Period": Each full consecutive 24-hour period beginning after the lapse of the initial 72 hours following the start of the outage.
 - c. "Proof of Loss": Verifiable proof of perishable food and/or prescription medication spoilage. To verify spoilage, the Customer must provide a depiction (photographic evidence) of food and/or prescription medication spoilage. To determine the Reimbursement amount of an impacted Customer's food and/or prescription medication spoilage, the Customer must provide itemized receipts, itemized cash register receipts, itemized credit card receipts, or photographs of replacement goods that also indicate the price of the item, or other verifiable documentation of the market value of the item, or, in appropriate circumstances, an interview with the claimant.
 - d. "Reimbursement": Any type of compensation, including but not limited to a bill credit, or check.
2. If a Widespread Prolonged Outage occurs, the Company shall apply a \$25 bill credit to the account of an affected residential customer defined taking service under P.S.C. No. 19 - Service Classification Nos. 1, 4, and customers taking service under Standby whose otherwise applicable service classification would be P.S.C. No. 19 - Service Classification Nos. 1 or 4, for each full Subsequent 24-Hour Period following the initial 72 hours that a customer is without electric service.
3. A residential customer that remains without electric service for more than 72 hours solely due to an issue with customer-owned equipment is not eligible for the above-mentioned \$25 bill credit.
4. Collection-related Activities
 - a. All collection-related activities including terminations of service for non-payment and assessment of late payment charges, with the exception of issuance of service termination notices and assessment of security deposits, shall be suspended for Customers whom the Company knows or reasonably believes experienced a Prolonged Outage. The suspension shall last for a minimum of seven calendar days from the beginning of a Prolonged Outage.
 - b. If there is a Prolonged Outage in which additional protections are required, as determined by Order of the Commission, the suspension shall apply for a minimum of 14 days, for residential Customers located in the designated area. The 14-day suspension shall also apply to any residential or non-residential Customer who notifies the Company and provides evidence that their financial circumstances have changed as a result of the outage.

GENERAL INFORMATION

4. METERING AND BILLING (Cont'd)

Q. Policies Related to Widespread Prolonged Outages

5. A customer served under P.S.C. No. 19 - Service Classification Nos. 1, 4, and customers taking service under Standby whose otherwise applicable service classification would be P.S.C. No. 19 - Service Classification Nos. 1 or 4, that experiences a Widespread Prolonged Outage may be eligible for reimbursement for spoiled food. Eligible customers shall provide an itemized list of food spoiled or Proof of Loss within 14 days of outage restoration. The Company shall provide reimbursement within 30 days of the receipt of the itemized list or Proof of Loss. The amount of reimbursement shall not exceed a total of \$235 for customers who provide an itemized list. The amount of reimbursement for customers who provide Proof of Loss shall not exceed \$540.
6. A customer served under P.S.C. No. 19 - Service Classification No. 2, and customers taking service under Standby whose otherwise applicable service classification would be P.S.C. No. 19 - Service Classification No. 2, that experiences a Widespread Prolonged Outage may be eligible for reimbursement for spoiled food. Eligible customers shall provide Proof of Loss within 14 days of outage restoration. The Company shall provide reimbursement within 30 days of the receipt of Proof of Loss. The amount of reimbursement shall not exceed \$540.
7. A customer served under P.S.C. No. 19 - Service Classification Nos. 1, 4, and residential customers taking service under Standby whose otherwise applicable service classification would be P.S.C. No. 19 - Service Classification Nos. 1 or 4, that experiences a Widespread Prolonged Outage may be eligible for reimbursement for spoiled refrigerated medication. Eligible customers shall provide Proof of Loss within 14 days of outage restoration. The Company shall provide reimbursement within 30 days of the receipt of Proof of Loss.
8. Not later than 14 calendar days after the conclusion of a Widespread Prolonged Outage, the Company may petition the commission for a waiver of the requirements of this section. The petition may include cost recovery when the Company is not responsible for losses resulting from Widespread Prolong Outages attributable to: (a) equipment associated primarily with lines of higher voltage or with the generation of electricity; (b) deficiencies in generation or transmission facilities; (c) directives from the NYISO; and (d) conditions beyond the Company's control, such as storms, floods, vandalism, strikes, or fires or accidents external to the Company's operations, as long as reasonable efforts are made to restore service as soon as practicable.

R. Distribution Load Relief Program

1. Applicability
All customers taking service under Service Classification Nos. 1, 2, 3, 4, 5, 7, 8, 9, 10, 11 and 14, whether receiving electricity supply from the Company or an ESCO, including any NYPA Customer; and to any Aggregator that meets the requirements of this Program.

GENERAL INFORMATION

6. LIABILITY

A. CONTINUITY OF SUPPLY

The Company shall endeavor at all times to provide a regular and uninterrupted supply of service (except where the terms and conditions of a particular Service Classification provide otherwise), but in case the supply of service shall be interrupted or irregular or defective or fail from causes beyond the Company's control (including without limiting the generality of the foregoing, executive or administrative rules or orders issued from time to time by State or Federal officers, commissions, boards or bodies having jurisdiction), or because of the ordinary negligence of the Company, its employees, contractors, subcontractors, servants or agents, the Company shall not be liable therefore.

Customers requiring service which is uninterrupted, unreduced or unimpaired on a continuous basis should provide their own emergency or back-up capability.

Notwithstanding the foregoing, Section 4.Q governs the Companies' obligation to pay bill credits and reimbursement for spoiled food or medicine following a qualifying Widespread Prolonged Outage.