

Proposal Concerning Modifications to LIPA's Tariff for Electric Service

Requested Action:

Staff proposes to modify LIPA's Tariff for Electric Service ("Tariff") to revise the consumer complaint procedures and other miscellaneous Tariff provisions to implement changes in connection with the new oversight responsibilities of the New York State Department of Public Service ("DPS").

Proposal:

In July 2013, Governor Andrew Cuomo signed the LIPA Reform Act into law with the goal to improve service, reliability, and satisfaction for LIPA's retail customers. Among other things, the LIPA Reform Act amended the New York Public Service Law ("PSL") and the New York Public Authorities Law ("PAL") and authorized the establishment of a separate DPS office on Long Island where the DPS Long Island staff will accept, investigate, mediate to resolve, and make recommendations to LIPA and/or its manager, PSEG-LI, with regard to the resolution of consumer complaints. Subsequent to the adoption of this legislation, LIPA staff met with the DPS staff and discussed Tariff changes that would accommodate the new DPS oversight and make the Tariff more consistent with the tariffs of the other New York States utilities that the DPS regulates. LIPA staff proposes that the Tariff be modified to make the recommended changes.

Five particular topics for changes to the Tariff have been identified: (1) substituting the DPS for the Authority Staff in the consumer complaint and appeal process; (2) adding a rehearing process after an appeal has been decided by LIPA; (3) eliminating LIPA's ability to require advance payments (pre-payments) for service to residential customers; (4) eliminating the charge for testing meters; and (5) allowing physicians assistants and nurse practitioners to certify conditions of medical emergencies that would qualify a residential customer for specific protections under the Tariff.

In the complaint procedures, the LIPA Reform Act specifies that the DPS will handle all consumer complaints about the actions or decisions made by PSEG-LI as the manager for LIPA. Even in the appeal process, DPS staff will handle the appeal on behalf of LIPA, but the final decision on any appeal remains with LIPA's President and Chief Executive Officer (or his/her designee). In the event of an unfavorable decision on a complaint or appeal, the customer will be notified of the decision, and the customer's service may be terminated 20 days after a final termination notice is sent. Per NYS Public Service Law, DPS is not authorized to adjust shared meter charges and/or assessment fees, and therefore, LIPA will continue to make determinations on those complaints.

The NYS Public Service Commission allows any person interested in an order of the commission to request a rehearing on that order. Staff recommends that LIPA allow rehearings after appeals to conform to this practice.

LIPA cannot terminate service on a day the Authority's offices are closed, nor on the day before. To be consistent with existing State practice, it is recommended that the restrictions extend to any day the DPS offices are closed, or the day before.

The Tariff currently authorizes LIPA to request advance payments (pre-payments) from residential customers that expect to reside at an account for less than two months. Under the Home Energy Fair Practices Act ("HEFPA") such payments are treated as deposits, and thus the Tariff will be revised to conform.

The Tariff also authorizes LIPA to charge customers who want their meters tested, if the test indicates that the meter is recording accurately. To be consistent with practices in the rest of the State all meter tests will be free-of-charge to the customer.

Customers with documented medical conditions (emergencies) are entitled to special protections regarding termination under the Tariff. Currently, the Tariff accepts certification from medical doctors and local boards of health to document the situation. Staff indicates that physician's assistants and nurse practitioners are also qualified to certify medical emergencies and recommends that the Tariff be updated to recognize and include them.

Financial Impacts:

There are no quantifiable financial impacts associated with the proposal.

Proposed Tariff Changes:

To Modify the Existing Process for Consumer Complaints and Make Miscellaneous Tariff Changes.

Affected Tariff Leaf: Leaves 2, 11, 16, 18, 19, 44, 53, 54, 55, 56, 57, 58, 59, 60, 90, 91, 106, 121, 122, 125, 159, 160, 161, 162, 163, 164, 165, 208

Reason for Tariff Change

To provide for the new DPS oversight responsibilities and modify the Tariff to be more consistent with the New York States utilities that the DPS regulates.

Summary of Proposed Changes:

In summary, the proposed changes to LIPA's Tariff for Electric Service will align with the new oversight responsibilities of DPS.

The proposed revised Tariff Leaf Nos. Leaves 2, 11, 16, 18, 19, 44, 53, 54, 55, 56, 57, 58, 59, 60, 90, 91, 106, 121, 122, 125, 159, 160, 161, 162, 163, 164, 165, 208 are attached.

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I. General Information (continued):**B. Abbreviations and Definitions (continued):****A**

Access Controller: A Customer who controls access to the metering equipment of another Customer.

Actual Reading: A reading of a meter obtained either by a Customer and submitted to the Authority, or by an Authority employee. Actual readings can also be made remotely from a transmission device attached to the meter.

Adjusted Electric Revenues: Revenues remaining after the removal of payments in lieu of revenue taxes and the cost of fuel from total revenues.

~~**Advance Payments:** Payments before the delivery of service used to satisfy Customers' bills as they come due.~~

Aggregate Allowance: The allowance granted by the Authority to each Applicant and Customer on an extension line, within the first ten (10) years of that line's use, times the number of Applicants and/or Customers.

Allowance: That part of the distribution lines, including service lines and accessory equipment that the Authority will provide and install without direct cost to the Customer.

Alternating Current: Current that increases to a positive peak value and then decreases to a negative peak value sixty (60) times every second.

Alternating Voltage: Voltage that increases to a positive peak value and then decreases to a negative peak value sixty (60) times every second.

Ampere = Amp: The unit of measure of electric current flowing through a conductor, similar to water flowing past a given point in a pipe for a specific period of time.

Anniversary Date: The date of the monthly billing cycle occurring closest to the annual date the Customer began service under a specific rate classification.

Apparent Power: (See *Power*)

I. General Information (continued):**B. Abbreviations and Definitions (continued):**

Demand Customer: A Customer who is billed for Demand charges.

Demand Meter: The device that records the maximum amount of power used by the Customer over a 15-minute interval during a specific period, such as a month.

Department: [The New York State Department of Public Service.](#)

Deposit: A sum of money given as security for payment of service.

Distribution Facilities: Facilities used to distribute electric energy to consumers, including supply lines, distribution lines, service laterals, and accessory equipment.

Distribution Line(s): A system of poles, wires, ducts, conduits, and additional equipment used for the shared distribution of electricity to Customers.

E

Easement: (See *Right-of-way*)

Energy: Energy is electric power, used or supplied over time, and measured in KWH.

Existing Overhead Areas: Areas in which electric distribution facilities are constructed overhead, and there are no requirements to construct facilities underground.

F

Farm Waste Electric Generating Equipment: Equipment that generates electric energy from biogas produced by anaerobic digestion of agricultural wastes, such as livestock manure, farming wastes and food processing wastes with a rated capacity of not more than one thousand kilowatts (1,000 kW) that is manufactured, installed and operated by Customer-generator in accordance with applicable government and industry standards, connected to the electric system and operated in conjunction with the Authority's transmission and distribution facilities, operated in compliance with the Authority's standards and requirements established therefor, fueled at a minimum of ninety (90) percent on an annual basis by biogas produced from the anaerobic digestion of agricultural waste such as livestock manure materials, crop residues, and food processing waste, and fueled by biogas generated by anaerobic digestion with at least fifty (50) percent by weight of its feed stock being livestock manure on an annual basis.

Fuel Cell Electric Generating Equipment: A solid oxide, molten carbonate, proton exchange membrane or phosphoric acid fuel cell, with a combined rated capacity of not more than ten (10) kilowatts for a residential customer or with a rated capacity of not more than one thousand five hundred (1,500) kilowatts for a non-residential customer, that is manufactured, installed and operated in accordance with applicable government and industry standards, that is connected to the electric system and operated in compliance with the Authority's standards and requirements established therefor.

Fuel and Purchased Power Cost Adjustment Clause: Provisions made in electric rates schedules for the automatic adjustment of rates due to changes in cost of fuel and purchased power.

Full-Requirements Customer: A Customer whose electric power requirements are all supplied by the Authority. (See *Customer – Full Requirements Customer*)

H

Heat-Related Service: A service provided under a residential space-heating rate classification or service needed to start or operate the primary heating system. It also includes a safe, supplemental electrical heating device that is needed by the Customer because the third party who controls the primary heating system does not supply enough heat.

I. General Information (continued):**B. Abbreviations and Definitions (continued):**

Load: (See *Demand*)

Load Factor: The ratio of a Customer(s) average demand to peak demand during a specified period.

Location: Property with stated boundaries which is owned or occupied by a single legal entity.

M

~~— **Management Services Agreement:** A contractual agreement where a system Manager operates, maintains, and manages the Authority's transmission and distribution system, in accordance with the policies established by the Authority.~~

Manager: PSEG Long Island, the entity engaged by LIPA the Authority to operate, maintain and manage LIPA's the Authority's system pursuant to ~~under~~ the terms and conditions of the Management Operations Services Agreement.

Micro-Combined Heat and Power Generating Equipment: An integrated cogenerating building heating and electrical power generation system, operating on any fuel and any applicable engine, fuel cell, or other technology, with a rated capacity of at least one kilowatt and not more than ten (10) kilowatts electric and any thermal output that all full load has a design total fuel use efficiency in the production of heat and electricity of not less than eighty percent, and annually produces at least two thousand (2,000) kilowatt hours of useful energy in the form of electricity that may work in combination with supplemental, or parallel conventional heating system, that is manufactured, installed and operated in accordance with applicable government and industry standards operated in conjunction with the Authority's transmission and distribution facilities.

Micro-Hydroelectric Generating Equipment: A Hydroelectric system, with a rated capacity of not more than 25 kW for a residential customer or with a rated capacity of not more than 2,000 kW for a non residential customer, that is manufactured, installed and operated in accordance with applicable government and industry standards, connected to the electric system and operated in conjunction with the Authority's transmission and distribution facilities.

Month: A Month in this document is defined as a 30-day period, and monthly rates for billing periods other than a Month are prorated.

Multi-phase: Producing, carrying, or powered by multiple alternating voltages, each of which reaches its highest level at different time intervals. (See *Alternating Voltage*)

Multiple-Occupancy or Multiple Dwelling Building: A building designed to contain three (3) or more individual residential units for permanent occupancy. Each unit should contain kitchen, bath, and sleeping areas. In some instances, the Tariff may differentiate between buildings that contain three or more units and those that contain four or more units.

N

Net Energy Metering: The use of a net energy meter to measure, during the billing period applicable to a Customer-generator, the net amount of electricity supplied by the Authority to the Customer-generator and/or the net amount of electricity provided by the Customer-generator to the Authority.

Net Financing Cost: The weighted average cost of debt for the Authority, including all costs of issuance of the debt.

New York Independent System Operator (NYISO): A not-for-profit corporation established to provide and maintain open access transmission to the power system in New York State, provide for centralized commitment and dispatch of the generation system in New York State, and provide other services.

I. General Information (continued):**B. Abbreviations and Definitions (continued):**

New York Power Authority (NYPA): a New York State Authority responsible for the generation, transmission and sale of electricity to wholesale customers pursuant to the Public Authorities Law.

Noncoincidental Demand (See Demand)

Non-Core Customer: (See *Customer - Non-Core Customer*)

Non-Core Service: Service to Non-Core Customers.

Non-Residential Applicant: (See *Customer - Non-Residential Customer*)

Non-Residing Applicant: (See *Customer - Non-Residing Customer*)

O

Ohm: The unit of measurement of electrical resistance.

Operations Services Agreement: [A contractual agreement \(as may be amended, modified, or supplemented from time to time\) between PSEG Long Island and LIPA, under which PSEG Long Island operates, maintains, and manages LIPA's transmission and distribution system.](#)

P

Payment Date: The Authority considers a payment to be made on the date the Authority or one of its authorized agents receives the payment.

Payments In Lieu of Taxes (PILOTs): Payments that the Authority makes to other governmental authorities in replacement of the taxes which were previously collected on utility revenues, assets or operations.

Performance Payment: An advance payment made by a Non-Residing Applicant for service construction for multiple occupancy buildings in an underground-designated area. The payment guarantees the Applicant's performance for five (5) years.

Peak Power or Peak Demand: See *Power*.

Power (Electric): Amount of electrical energy produced or consumed, measured over a specific time period in kilowatts (KW).

1. Apparent Power includes both Real and Reactive Power and is the product of Volts and Amperes in a circuit. Apparent power is expressed in kilovoltamperes (kVA).

2. Instantaneous Power is power at an instant in time.

Primary Residence: A service address at which a Customer-generator resides the majority of the time during the year, and which has been given by the Customer-generator and exists in the voter registration catalogues or used by the Customer-generator to determine his/her school district code number as he/she identifies the same on his/her New York State Income Tax Returns.

II. How to Obtain Service (continued):**C. Denial-of-Service Procedure (continued):**4. Record-Keeping Obligations of the Authority

The Authority will keep on file, for at least one (1) year, records of oral and written applications for service that were denied. The records will include:

- a) Name and address of Applicant.
- b) Date of application.
- c) Name(s) of Authority personnel who denied the application.
- d) The Authority's written notice of denial, if applicable.

5. Reversing a Denied Application

Approval for an application for service that has been denied may be obtained if:

- a) The reasons for denial of service are corrected, or
- b) As a result of a complaint, the ~~Authority~~ Department of Public Service directs that service be supplied.

6. Service For a Previously Denied Application

- a) If either condition in C.5. above is met, service to a residential Applicant with a previously denied application will begin within two (2) business days of the approval of the application, unless the Applicant requests that service begin at a later date.
- b) If a nonresidential applicant has been denied service entirely because of unpaid balances, and pays these balances in full, the Authority will provide service:
 - (1) either within three (3) business days of the payment, or
 - (2) within ten (10) calendar days of receiving the original application, whichever is later,
or
 - (3) on a later date at the Applicant's request.

II. How to Obtain Service (continued):**D. General Obligations of the Authority and Applicants (continued):**8. Construction Loan Agreements - Special Payment Conditions or Unusual Construction

- a) The Authority will extend its facilities only if satisfactory arrangements have been made under a Construction Loan Agreement to reimburse the Authority for the investment and expense involved. Under the Agreement:
 - (1) The line extension is on private property with the potential to feed multiple Customers, and
 - (2) Payment is up front, and
 - (3) For up to a period of ten (10) years, the Authority will annually refund to the Customer one-half (1/2) of the Net Electric Revenue derived from the extension. All refunds will stop after ten years. The refunds may end in less than ten (10) years if the Customer recovers the up front payment sooner, and
 - (4) Net Electric Revenue is found by subtracting the following items from the total revenue:
 - (a) Tariff-published fuel and purchased power cost to the Authority
 - (b) Annual charge for electric service including payments in lieu of property tax on the allowance portion of the Authority's total construction costs
 - (c) Payments in lieu of property tax on the Construction Loan amount
- b) The Applicant may file a complaint in accordance with the provisions of this Tariff regarding the fairness of the arrangement.

~~c) The Authority will not pay interest to the Applicant on advance payments.~~

9. Payment for Temporary Service

- a) Customers requiring temporary service or service for construction purposes shall pay in advance for the cost of constructing and removing temporary facilities, and
- b) Customers will pay for service under the suitable service classification, but they do not have to meet the time requirements of the service classification.

II. How to Obtain Service (continued):**D. General Obligations of the Authority and Applicants (continued):**10. Security Deposits ~~and Advance Payments~~a) Conditions for Requiring Security Deposits ~~and Advance Payments~~ from Residential Customers

- (1) The Authority will not require a deposit ~~or advance payment~~ from any new Residential Applicant, unless the Customer is defined in a.4 below.
- (2) The Authority shall not ask for a deposit from a person it knows receives:
 - (a) Public assistance,
 - (b) Supplemental Security Income,
 - (c) Additional State payments, or who
 - (d) Is sixty-two (62) years old or older, unless the Authority terminated service to that Customer within the last six (6) months for nonpayment.
- (3) The Authority may deny service to an Applicant who refuses to make ~~an advance payment or a~~ deposit.
- (4) The Authority may require ~~an advance payment or~~ a deposit from a Customer who is Seasonal, Short-Term, or Delinquent.
 - (a) For purposes of obtaining a deposit ~~an advance payment~~, a Seasonal Applicant is one who:
 - (i) Has no credit history with the Authority, and
 - (ii) Will be living, for three (3) months or less, in a dwelling that is not the Applicant's principal residence, or
 - (iii) Occupies a dwelling with an account history showing two (2) turn-offs within a three-month period.
 - (b) For purposes of obtaining a deposit, a Short-Term Applicant is one who requires service for less than one (1) year. The Authority will consider an account Short Term and may request a deposit if the account history of the dwelling shows two (2) turn-offs within one (1) year.
 - (c) For purposes of obtaining a deposit, an Existing Customer is Delinquent if the Customer:
 - (i) Had service terminated because of nonpayment during the last six (6) months.
 - (ii) Does not make a reasonable payment for two (2) months in a row. A reasonable payment is one half of the total amount owed.
 - (iii) Does not make a reasonable payment on a bimonthly bill within fifty (50) days after the bill is due.

II. How to Obtain Service (continued):**D. General Obligations of the Authority and Applicants (continued):****Security Deposits ~~and Advance Payments~~ (continued):****b) Conditions for Requiring Security Deposits from Nonresidential Customers**

- (1) The Authority may require a security deposit from a Nonresidential Customer who:
 - (a) Is a New Non-Residential Customer as that term is defined in this Tariff.
 - (b) Is Delinquent. For purposes of this section, a Delinquent Customer has made two (2) or more late payments within the last twelve (12) months.
 - (c) The Authority believes may be unable to pay in the future, based on dependable information on the Customer's financial condition.
 - (d) Has filed for reorganization or bankruptcy.
 - (e) Has been given a backbill within the last twelve (12) months for service received through tampered equipment.
 - (f) Is a Short-Term or Temporary Customer.
- (2) The Authority's request for a deposit or a deposit increase will be in writing and will tell the Nonresidential Customer:
 - (a) Why the deposit is being requested.
 - (b) How the amount of the deposit was computed.
 - (c) That the Authority may increase or decrease the deposit amount based on the Customer's future billing records.
 - (d) That the Customer may ask the Authority to review the size of the deposit.
 - (e) Conditions for refunding the deposit.
 - (f) That the Customer will receive an annual notice of the interest credited to the account.
 - (g) About alternatives to paying a deposit in cash.
 - (h) That an Existing Customer who is delinquent or in financial difficulties may pay the requested deposit in three (3) installments.

II. How to Obtain Service (continued):**D. General Obligations of the Authority and Applicants (continued):****Security Deposits ~~and Advance Payments~~ (continued):**~~—c) Amount of Advance Payment from Residential Customers~~~~(1) If the Applicant will live in the dwelling less than two (2) months, the amount of the advance payment will be prorated based on the two-month period.~~~~(2) The advance payment will be credited to the Customer's account and be used for the payment of electricity used.~~~~(3) The Authority will not pay interest on advance payments.~~~~c) Amount of Deposit from Residential Customers~~~~(1) Residential Non-Space Heating Customers: The deposit shall be no more than twice the estimated average monthly bill for a calendar year.~~~~(2) Residential Space-heating Customers: The deposit shall be no more than twice the estimated average monthly bill for the heating season.~~~~(3) Delinquent Residential Customers may pay the deposit in installments over twelve (12) months.~~~~ed) Amount of Deposit from Nonresidential Customers~~~~(1) For Nonresidential Customers, the amount of deposit shall not be more than twice the cost of the Customer's average monthly usage, with the following exception.~~~~(a) For those Customers whose usage varies widely (for example, space-heating or -cooling Customers, certain manufacturing and industrial processors), the amount of the deposit shall not be more than twice the cost of the average monthly usage for the peak season.~~~~(2) For an Existing Customer with a billing history of twelve (12) or more months, the amount of the deposit will be based on the service used in the last (12) months.~~

II. How to Obtain Service (continued):**D. General Obligations of the Authority and Applicants (continued):****Security Deposits ~~and Advance Payments~~ (continued):**

- (3) For a New Customer or an Existing Customer with a billing history of less than twelve (12) months, the amount of the deposit shall be based on one or more of the following, as available:
 - (a) The billing history of the Customer.
 - (b) The information the Customer gave in the application about the expected load and use of service.
 - (c) The information the Authority gathered in a load study of the premises.
 - (d) The billing history of the previous customer, if there ~~have~~has been no major changes in the load.
- (4) The Authority will offer to allow an Existing Delinquent Customer or a Customer having financial difficulties to pay the deposit in three (3) installments: 50 percent down and two (2) equal monthly payments of the balance.
- (5) Deposit Alternatives
 - (a) The Authority may accept deposits other than cash, but these alternative deposits must be as secure as cash: irrevocable bank letters of credit or surety bonds.
 - (b) The Authority may allow the Customer, instead of paying a deposit, to:
 - (i) Promise, in writing, to pay bills upon receiving them, and
 - (ii) Give up the right, in writing, to not be sent a final termination notice until one hundred and twenty (120) days after payment is due.
- f) Customer Disputes of Deposit Amount
 - (1) A new Applicant may file a complaint in accordance with the provisions of this Tariff about the amount of the deposit the Authority is requesting.
 - (2) Until the complaint is resolved, the Authority shall supply service to the Applicant, if the Applicant:
 - (a) Pays for current service.
 - (b) Pays that amount of the deposit that is not being questioned.

II. How to Obtain Service (continued):**D. General Obligations of the Authority and Applicants (continued):****Security Deposits ~~and Advance Payments~~ (continued):**g) Written Notification to Delinquent Residential Customers

- (1) The Authority shall send a written notice to a Delinquent Residential Customer stating that it may require a deposit from the Customer if the Customer does not pay the amount due.
- (2) The Authority shall send the notice to the Customer twenty (20) days before it intends to ask for the deposit.
- (3) The Authority will ask for the deposit, in writing, within two (2) months of the Customer's nonpayment.

h) Circular Containing Terms of Deposit

- (1) The Authority shall give a summary of deposit information when it first asks the Residential Customer or Residential Applicant for a deposit.
- (2) The summary or circular shall be displayed and available in each business office open to consumers.

i) Deposit Receipt

The Authority shall give a receipt to every Customer who pays a deposit. The receipt will show the date, the account number, the amount received, the form of payment, an explanation of the payment of interest on the deposit, and a notice that the receipt cannot be sold or transferred.

j) Deposit Review for Nonresidential Customers

- (1) The Authority will review the billing history of every Nonresidential Customer who has paid a deposit:
 - (a) On the first anniversary of receiving the deposit, and
 - (b) Every two (2) years after the first year, or
 - (c) At any other time the Authority chooses.

II. How to Obtain Service (continued):

D. General Obligations of the Authority and Applicants (continued):

Security Deposits ~~and Advance Payments~~ (continued):

- (2) If the Deposit Review shows that the amount on deposit is at least 25 percent less than the Authority can require, the Authority may ask the Customer to pay the additional amount.
- (3) If the Deposit Review shows that the amount on deposit is at least 25 percent more than the Authority can require, the Authority will refund the excess deposit to the Customer.
- (4) If a Customer requests that the deposit amount be lowered, the Authority will refund any excess deposit to the Customer if the request is supported by:
 - (a) The Customer's billing history, and
 - (b) A permanent, documented change in load and usage.

k) Interest on Deposits

- (1) The Authority will pay interest on deposits at rates set by the Authority.
- (2) Interest is paid to the Customer when the deposit:
 - (a) Is returned to the Customer, or
 - (b) Has been held for one (1) year or more. At that time, the Authority will credit the interest no later than on the first bill presented after the next first day of October and on succeeding anniversaries.
- (3) Interest is paid on the deposit until the day it is credited to an account or a refund check is issued.
- (4) If part of the deposit is credited and part is refunded, the interest will be paid on each part until the day of credit or refund.

l) Return of Deposits

- (1) The Authority will refund the deposit, with interest, to a Residential Customer who has not been delinquent in payment for one year.
- (2) The Authority may ask for a new deposit if the Residential Customer is delinquent in payment in the future.

II. How to Obtain Service (continued):**D. General Obligations of the Authority and Applicants (continued):****Security Deposits ~~and Advance Payments~~ (continued):**

- (3) For Nonresidential Customers, the Authority shall return full or partial deposits, with interest, to the Customer within thirty (30) days after:
 - (a) The account is closed,
 - (b) The issue date of the Customer's first cycle bill sent after the Customer has paid his or her bills on time for a three-year period, unless provisions of D.10.b of this section apply. In that case, the deposit will be updated and extended for another three (3) years.
 - (c) A Deposit Review shows that the deposit should be reduced.
- (4) For Nonresidential Customers, the deposit is returned by crediting:
 - (a) The account the deposit secured against outstanding charges, or
 - (b) The account the deposit secured in the amount of the next estimated cycle bill, if that applies, or
 - (c) An unsecured account of the Customer's that is in arrears.
- (5) The Authority will issue a check to the Nonresidential Customer if a balance remains after the credits in D.10.I.4. above have been made.

11. Applicant Wiring and Equipment Obligations

- a) The Applicant shall install and pay for the wiring, switches, and fixtures needed to receive service.
- b) The Applicant should obtain definite information from the Authority about the approved types of equipment needed for the requested service.
- c) The Applicant may request a booklet the Authority publishes, *Specifications and Requirements for Electric Installations*, which details the Authority's approved:
 - (1) Methods of electric installation.
 - (2) Types of equipment.
 - (3) Types of voltages provided.

III. Overhead and Underground Distribution of Electricity (continued):**D. Meters (continued):****Number of Meters (continued):**d) Shared Metering.

- (1) When a tenant who rents or leases a dwelling from a landlord has a service meter that also registers service that is outside the tenant's dwelling (shared metering), the tenant will not be required to pay for that service.
- (2) With regard to shared meters, the Authority shall give full effect to the rights, protections and obligations of Customers contained in Section 52 of the Public Service Law.
- (3) The Manager will make any initial determinations with regard to the existence of shared metering, the actions that are appropriate to eliminate the shared meter situation, and such Charges or Fees as may be applicable in the circumstances.
- (4) Any party that disputes all or part of the initial determination of the Manager may request a review of the Manager's initial determination from the Authority.

III. Overhead and Underground Distribution of Electricity (continued):**E. Meters (continued):**3. Meter Testing

~~a)e)~~ The Authority will test meters if requested directly by the Customer.

~~b)f)~~ ~~Either the Authority or the Customer shall pay the cost of the testing, depending on the situation:~~

~~(1) If the Authority requests the test, or the Customer requested test of the meter determines that the meter is insufficiently accurate for billing purposes, then the Authority will pay for the test.~~

~~(2) Otherwise, the Customer will be charged for the test.~~

~~e)g)~~ The Authority will perform the tests within sixty (60) days of the request, unless prevented by events it cannot control.

IV. Billing Process and Payment of Bills (continued):**C. Charges for Miscellaneous Services:**1. Pole Attachment

The annual charge for pole attachments to utility poles by cable television systems and other wire line communications system that occupy the same space on the pole is \$9.68 per pole per year, plus the applicable amounts for payments in lieu of revenue taxes. The charges for attachments of wireless communications facilities to utility poles and towers are subject to negotiation on a case-by-case basis of a written agreement between the party seeking the attachment(s) and the Authority. The annual charge for attachments other than wire line communications system attachments or wireless communications facilities is \$5.00 per pole per year, plus the applicable amounts for payments in lieu of revenue taxes, which may be prorated on a daily basis for attachments that are seasonal or temporary. The Authority may require that attachments be made pursuant to the terms of a written agreement with the Authority which permits attachment to utility poles and towers. Consistent with the Authority's written policy, LIPA may waive the pole attachment fee for temporary or seasonal attachments that support a patriotic, civic, or ceremonial purpose, or where the tangible value of the attachment is nominal to both parties.

2. Interest on Customer Deposits

The Authority will pay interest on Customer Deposits at the applicable annual rate specified on a Statement of Interest on Customer Deposits to be prepared and maintained on file by the Authority. The rate will be derived by subtracting a 1.75% administrative cost allowance from the current yield on "A" rated intermediate term municipal debt. The rate will be updated on January 1 of each year to reflect current market conditions.

3. No-Access Charge

The Authority's charge when it cannot gain access to the Customer's meter after attempts to do so will be \$25 per month for Residential accounts and \$50 per month for Nonresidential accounts.

4. Uncollectible Payment Handling Charge

The Authority will charge the Customer a twenty dollar (\$20.00) handling charge which includes any amount the Authority paid to its bank for handling the instrument if it receives a check or other negotiable financial instrument in payment for any bill, charge, or deposit that is not collectible, for any reason.

5. Late Payment Charge

The Authority's charge for late payment of bills for the accounts of all customers as specified in Section IV. D. 4 will be one and one-half percent (1.5%) for each monthly billing period to all amounts billed, but for which the Authority has not received payment by the "Pay by" date on the bill, which will be not less than twenty (20) days after the date payment is due.

Residential customers are not responsible for late payment charges on amounts billed, if the bill is subject to a pending complaint with the ~~Authority Department of Public Service-~~ or ~~its-~~ the Manager pursuant to Section VI. of the Tariff, except that any such late payment charge may be imposed retroactively if the complaint is finally resolved in favor of the Authority.

V. Termination of Service (continued):**B. Obligations of the Authority Before Terminating Service to a Customer (continued):****Content of Final Termination Notices (continued):**

- k) A notice that, if the Nonresidential Customer wishes to pay the amount due when the Authority comes to terminate service, the payment may have to be in cash, certified check, or money order if the Nonresidential Customer has given the Authority a bad check within the last twenty-four (24) months, and
 - l) Information about using a Deferred Payment Agreement to avoid termination
7. Allowing Time for Payment and Verifying Payment
- The Authority will not terminate service for nonpayment of bills or a deposit until it has:
- a) Allowed enough time for the posting of payments made at any business office of the Authority or to any authorized collection agent, through the end of the fifteen-day notice period, and
 - b) Posted payment to the Residential Customer's account on the day it is received if the Customer states that this payment is in response to a Final Termination Notice, and
 - c) Processed the payment from a Residential Customer in a way that stops termination, and
 - d) Verified, on the day of termination, that payment has not been posted to the Customer's account on that day.
8. Termination Days
- a) The Authority will not terminate service to a Residential Customer for nonpayment of bills or failure to pay a deposit on:
 - (1) A Friday, Saturday, or Sunday, or
 - (2) A Public Holiday as defined in the General Construction Law, or
 - (3) The day before a Public Holiday, or
 - (4) A day on which the business offices of the Authority or the Department of Public Service are closed for business, or
 - (5) The day before a day on which the business offices of the Authority or the Department of Public Service are closed for business, or

V. Termination of Service (continued):**B. Obligations of the Authority Before Terminating Service to a Customer (continued):****Termination Days (continued):**

(6) The two-week period around Christmas and New Year's Day.

b) The Authority will not terminate service to Nonresidential Customers on:

(1) A Saturday or Sunday, or

(2) A Public Holiday as defined in the General Construction Law, or

(3) A day on which the business offices of the Authority are closed for business.

9. Termination Hours

a) For Residential Customers, the Authority will terminate service between 8a.m. and 4 p.m. on days when termination may be done.

b) For Nonresidential Customers, the Authority will terminate service between 8:00 a.m. and 6:00 p.m. on days when termination may be done.

c) For Nonresidential Customers, the Authority will only terminate service after 3:00 p.m. on days before the days listed in B.8.b. above:

(1) If the Customer or person in charge of the premises is told by personal contact that termination is about to occur, and

(2) That the Authority will accept a check for any payment needed to avoid termination.

10. When the Customer Has Filed A Complaint

a) Service will not be terminated for reasons disputed by the Customer in a complaint pending before the Manager, the ~~Authority's staff~~ Department of Public Service, or the Authority's President and Chief Executive Officer (or his/her designee).

b) Service will be terminated twenty (20) days after:

(1) The Customer or the Customer's representative is notified of a decision by the Manager, the ~~Department of Public Service~~ Authority's staff, or the Authority's President and Chief Executive Officer (or his/her designee), by mail or by personal contact, and

(2) No further review of the decision has been sought or is available, and

b) (3) A final notice of termination has been issued to the Customer.

c) Service may be terminated for nonpayment of undisputed charges or for other reasons that are not part of the complaint.

V. Termination of Service (continued):**B. Obligations of the Authority Before Terminating Service to a Customer (continued):****Special Notifications to Social Services Officials (continued):**

- c) The Authority has not received payment from a Customer who receives public assistance, supplemental security income benefits, or additional State payments, and the Authority believes the Customer may be affected by a special situation.
 - (1) The notice will describe the observed special situation, state the amount owed and the termination date, if scheduled.

13. Special Termination Procedures and Protections For Medical Emergencies**a) Definitions of terms in this section:**

- (1) A Medical Emergency is a serious illness or medical condition that severely affects the well-being of a resident.
- (2) Certification of a Medical Emergency is the written medical judgment of a medical doctor, physician assistant, nurse practitioner, or local board of health that a Medical Emergency exists.
- (3) The Customer's inability to pay past due or current utility bills is based on the Customer's insufficient level of liquid assets and current income, after taking into account necessary and reasonable expenses for food, shelter, and medical expenses. The Customer shall provide information supporting his/her inability to pay on a form provided by the Authority.

b) The Authority will not terminate or refuse to restore service when a certified medical emergency exists, but the Customer must demonstrate his or her inability to pay before the certification of medical emergency can be renewed.**c) Certification of a medical emergency shall:**

- (1) Be done by a medical doctor, physician assistant, nurse practitioner, or local board of health, and
- (2) Be written or provided by telephone, if the written certification is given to the Authority within five (5) business days, and
- (3) Be submitted on the stationery of the medical doctor, physician assistant, nurse practitioner, or local board of health, and
- (4) Be signed by the medical doctor, physician assistant, nurse practitioner, or an official of the local board of health, and
- (5) State the name and address of the certifying doctor, physician assistant, nurse practitioner, or local board of health, and the doctor's State registration number, and
- (6) State the name and address of the seriously ill person and the nature of the illness or medical condition, and

VI. Consumer Complaint Procedures:**A. How a Customer Files a Complaint:**

1. The New York State Department of Public Service (the "Department") will accept, investigate, mediate to resolve and make recommendations to the Authority and/or the Manager regarding the resolution of complaints from consumers, other than:
 - a) The NYSERDA Loan Installment Charge as set forth below, or
 - b) Charges and fees associated with shared meter conditions as specified on Leaf No. 90.
- ~~1.2.~~ If a Customer has a complaint about bills for electric service, deposit requests, negotiations for Deferred Payment Agreements, service problems or any other service-matter related to electric service other than the NYSERDA Loan Installment Charge as set forth above in VI.A.1., the Customer shall first make a complaint to the Authority's Manager. The Manager shall promptly investigate the complaint in a fair manner and inform the Customer of its decision orally or in writing. ~~If the Customer requests the decision to be in writing, the Manager's decision shall be in writing.~~
- ~~2.3.~~ If a complaint about bills for electric service, deposit requests, negotiations for Deferred Payment Agreements, service problems or any other service-matter related to electric service other than the NYSERDA Loan Installment Charge as set forth above in VI.A.1., is not resolved by the Manager to the Customer's satisfaction, the Customer may file a complaint with the Department Authority. If the Manager resolves such a complaint in whole or in part in its favor, the Manager shall inform the Customer of the availability of the Department's Authority's complaint handling procedures, including the Department's Authority's address and phone number.
- ~~3.4.~~ Customers shall direct any complaints concerning the operation of the NYSERDA Loan Installment program, including complaints concerning the amount of the NYSERDA Loan Installment, any energy efficiency work performed by the contractor, the amount of energy savings realized as a result of the improvements, or matters associated with the lender and/or the loan to NYSERDA or its designated agent.
- ~~4.5.~~ Upon receipt of a complaint, NYSERDA shall notify the Manager Authority of any amounts initially considered in dispute.
- ~~5.6.~~ Consistent with §42.3 of the Public Service Law, the rights and responsibilities of residential customers participating in green jobs-green New York on-bill recovery pursuant to §66-m of the Public Service Law shall be substantially comparable to those of Customers not participating in on-bill recovery, and charges for on-bill recovery shall be treated as charges for utility service, including;
 - a) Customer shall be required to pay any amount that is not in dispute in order to continue service during the time a complaint or an appeal of a complaint is pending with NYSERDA.
 - b) Customer shall continue to receive bills from the Authority for the full NYSERDA Loan Installment Charge until the complaint is finally resolved between NYSERDA and the Customer.

- c) Upon resolution of the complaint, NYSERDA shall determine whether the customer is entitled to any credits or other relief from the NYSERDA Loan Installments previously billed, and/or any adjustments to future NYSERDA Loan Installment Charges. Depending on such determination, the customer may be required to pay the amount in dispute in full or in part or such amount may be determined to be not due or owing. Such requirement shall not take effect until fifteen (15) days after determination is rendered.

VI. Consumer Complaint Procedures (continued):**B. Authority Complaint Procedures:**

1. In handling complaints, ~~the Authority's staff:~~
 - ~~a) Will accept and process complaints in a simple manner and form, and~~
 - ~~a) The Department will make an initial decision on the complaint.~~
 - ~~b) If the customer or the Manager objects to the initial decision, a request for an informal hearing or review may be made to the Department in writing, by telephone, or in person, explaining the basis for the request.
 - ~~(1) A customer may choose either an informal hearing or review. The Manager must accept an informal review unless the customer agrees to participate in an informal hearing.~~
 - ~~E. (2) After the informal hearing or review is completed, the Department will make an independent decision and provide the customer and the Manager with a written statement explaining the reasons for the decision. Will investigate any complaint fairly and in a reasonable amount of time, and~~~~
 - ~~b) May request such information from the Manager or Customer as may be reasonably necessary to decide the complaint. The Manager shall submit the information requested. The Customer should submit the information, and if the Customer fails to do so, this circumstance may affect the Authority staff's decision regarding the particular fact, and~~
 - ~~c) May require that any onsite inspection or tests be performed by the Manager under the Authority staff's direction as may be reasonable and necessary under the circumstances. The Customer shall not be charged for any such test or inspection, and~~
 - ~~d) May take any other action reasonably necessary to fairly decide the complaint, and
 - ~~(1) Will promptly report its decision on the complaint in plain language, either orally or, at the Customer's request, in writing, and~~
 - ~~(2) Will not terminate service for nonpayment of disputed amounts while a complaint is pending before Authority staff and for twenty (20) days after the decision is mailed or personally communicated to the Customer or his or her representative, unless the Customer does not pay the undisputed part of any bill for service, and~~
 - ~~(3) Will inform the Customer of the Customer's right to appeal the decision to the Authority's President and Chief Executive Officer if Authority staff resolves the complaint completely or partly in the Authority's own favor.~~~~
 - ~~e) The Customer may settle the complaint at any time. Any settlement shall be in writing, shall state that it is binding on the Customer, the Manager and the Authority, and may not be appealed, and shall be subject to the approval of the Authority's staff.~~

VI. Consumer Complaint Procedures (continued):**~~C. Complaint Files:~~**

- ~~1. The Authority will keep a complete file on a complaint case at one of the Authority's offices, and~~
- ~~2. Customers, or their representatives, may look at and copy complaint files on cases they are involved in. Authority staff will provide copies of documents for a fee or will provide one free copy of the file to Customers who state they cannot pay the fee, and~~
- ~~3. The Authority will keep complaint files for at least one (1) year after a case is closed.~~

[Cancelled]

VI. Consumer Complaint Procedures (continued):~~**D. Decisions on a Complaint:**~~

- ~~1. An Authority staff member will make a decision on the complaint, based on relevant information, applicable law, and the Authority's Tariff.~~
- ~~2. The Authority's staff will notify the Customer or his or her representative orally or in writing about:
 - ~~a) The decision, and~~
 - ~~b) The reasons for the decision, and~~
 - ~~c) What actions the Customer or the Manager must or may take, and~~
 - ~~d) The right to appeal the decision to the Authority's President and Chief Executive Officer.~~~~
- ~~3. The Authority's staff will notify the Manager of its decision and of any action the Manager must take, and~~
- ~~4. The Customer or the Manager may request a written copy of the decision.~~

[Cancelled]

VI. Consumer Complaint Procedures (continued):**E. Appeals to the Authority:**~~Chairman:~~1. Filing an Appeal

- a) If a Customer or the Manager disagrees with the decision rendered by the Department's informal hearing or review, the Customer or the Manager may appeal to the Authority by writing to ~~Authority staff's decision on the complaint, a written appeal may be sent to the~~ Office of the President and Chief Executive Officer, Long Island Power Authority, 333 Earle Ovington Blvd., Suite 403, Uniondale, NY 11553.
- b) The appeal should be filed within fifteen (15) days after the Department's informal hearing or review decision is mailed. ~~Authority staff's decision is orally communicated to the Customer and the Manager (if the decision is oral), or is mailed to the Customer and the Manager (if the decision is in writing).~~

2. Requirements for Appeals

An appeal must be written and based on one or more of the following:

- a) The hearing officer or reviewer ~~Authority's staff~~ made a mistake in the facts in the case or in the interpretation of laws or the Tariff that affected the decision.
- b) The hearing officer or reviewer ~~Authority's staff~~ did not consider information evidence, presented at the hearing or review, during the complaint process which resulted in an unfavorable decision.
- c) New facts or evidence, not available at the time of the hearing or review, the complaint was being processed have become available which would have affected the decision on the complaint. -

VI. Consumer Complaint Procedures (continued):**F. How the Authority's ~~Chairman~~ Handles an Appeal:**

1. The Authority's President and Chief Executive Officer (or his/her designee) will notify both parties when he or she receives the appeal, and
2. ~~Assign a staff member~~ Refer the Appeal to the Department to designate someone -who has not worked on the complaint before to promptly and fairly review the appeal. The Department (or its designee) staff member will examine the papers submitted with the appeal and in the complaint file, and ~~advise~~ recommend to the President and Chief Executive Officer (or his/her designee) in writing, a decision on the appeal, and
3. The Department (or its designee) staff member may request from the Manager or the Customer such information as may be reasonably necessary to decide the appeal. The Manager shall submit the information requested. The Customer should submit the information requested, and if the Customer fails to do so, this circumstance may affect consideration by the Department (or its designee) and the Authority's President and Chief Executive Officer's (or his/her designee) related to the decision regarding that particular fact, and
- ~~4. The staff member may meet with the parties jointly (but not separately) to discuss the appeal, or to discuss a settlement of the Appeal, and~~
- ~~5.4.~~ The Department (or its designee) staff member may take any other action reasonably necessary to assist the President and Chief Executive Officer (or his/her designee) in reaching a fair decision, and
- ~~6.5.~~ The Authority's President and Chief Executive Officer (or his/her designee) will decide the appeal and may uphold ~~agree with~~, change, ~~or reject~~ the decision or return the decision to the informal hearing officer or reviewer for additional consideration ~~appealed from~~, and may render such decision as he or she deems fair and proper, and
- ~~7.6.~~ ~~Both~~ The Customer, and the Manager, and the Department will be notified in writing of the Authority's President and Chief Executive Officer's (or his/her designee) decision.
- ~~6.7.~~ Service will not be terminated for nonpayment of disputed amounts while an appeal is pending ~~before the Authority's President and Chief Executive Officer (or his/her designee)~~ unless the Customer does not pay the undisputed part of any bill for service, and
8. Any interested person may request a rehearing of the Authority's decision on appeal within 30 days after the Authority's decision is served. The petition for rehearing shall be mailed to the Office of the President and Chief Executive Officer, Long Island Power Authority, 333 Earle Ovington Blvd., Suite 403, Uniondale, NY 11553. Petitions that are untimely may be rejected.
 - a) Rehearing may be sought only on the grounds that the President and Chief Executive Officer (or his/her designee) committed an error of law or fact, or that new circumstances warrant a different determination. A petition for rehearing shall separately identify and specifically explain and support each alleged error or new circumstance said to warrant rehearing.
 - b) Any party may respond to a petition for rehearing within 15 days of the date the petition was served on the responding party, but the Authority may deny a petition, before that time has elapsed.

c) The filing of a petition for rehearing does not in itself stay or excuse compliance with a decision.

~~7.9.~~ The ~~Authority-Customer~~ may settle an ~~the~~ appeal at any time. Any settlement shall be in writing, shall state that it is final and binding on the Customer, the Manager, and the Authority and may not be further reviewed appealed or reheard, and shall be subject to the approval of the Authority's President and Chief Executive Officer (or his/her designee). ~~;~~ and

~~9.~~

VI. Consumer Complaint Procedures (continued):~~**G. Authority Emergency Hotline:**~~

- ~~1. The Authority has a toll-free telephone number that Customers may call regarding initiation, termination or reconnection of service. The number is 1-800-789-6254 and Customers may call between 7:30 a.m. and 7:30 p.m. on any business day.~~
- ~~2. During those hours, in response to calls, an employee of the Authority has the authority to direct the reconnection, continuation, and start of service if:
 - ~~a) There is a reasonable question about the circumstances of a termination or refusal of service, or~~
 - ~~b) The health or safety of a person is involved.~~~~

[Cancelled]

IX. Long Island Choice Program

A. General Provisions:

1. Description and Definitions

The Long Island Choice ("LI Choice") Program gives Eligible Customers a choice of suppliers for their electric power needs. LIPA will deliver the power received from the Eligible Customer's chosen supplier using LIPA's transmission and distribution system. For purposes of this Section IX of the Tariff, the following definitions apply:

- a) Authority: The Long Island Power Authority, and not the subsidiary of the Authority which owns ~~and manages~~ the transmission and distribution system.
- b) Bundled Service: The services offered by the Authority under Sections I-VIII of this Tariff. The Authority's Bundled Service includes LIPA-provided Electric Generation Service as part of the total service.
- c) Direct Retail Customer ("DRC"): An Eligible Customer that is a direct customer of the ISO and that acts without an ESCO to contract for and supply Electric Generation Service and any related services solely for its own use.
- d) Electric Generation Service: The procurement and transmission of electric capacity and energy to the LIPA system, but not including the transmission or distribution of electric capacity and energy across LIPA's receipt points or along LIPA's electrical system to the Customer meter.
- e) Energy Service Company ("ESCO"): An entity that performs electric supply, transmission and customer service functions in a competitive environment, including producing or contracting for and supplying Electric Generation Service and related services, and procuring and scheduling transmission and ancillary services to deliver the Electric Generation Service purchased by Participating Customers to the LIPA system.
- f) Installed Capacity ("ICAP"): The installed capacity that must be maintained by Load Serving Entities (LSE's) in accordance with NYISO requirements. An LSE's total ICAP requirement is based on forecasted peak load at customers meters adjusted for line losses and reserve margin requirements.
- g) LIPA: The subsidiary of the Authority which owns ~~and manages~~ the transmission and distribution system. References to LIPA may also include LIPA's Manager which is responsible for providing services on behalf of LIPA under the terms of the ~~Management-Operations~~ Services Agreement.
- h) Load Share Ratio: The ratio of the coincident peak demand of a Customer or Customers participating in the LI Choice Program divided by the total coincident peak load of LI Choice Customers. The calculation of coincident peak demand is defined in the LI Choice Operating Procedures.
- i) Locational Based Marginal Pricing (LBMP): The marginal cost of serving the next increment of load at each location in the transmission network determined in the NYISO market.
- j) NYPA Transmission Adjustment Charge ("NTAC"): Charges assessed by the New York Independent System Operator (NYISO) on the load of all Load Serving Entities (LSE's).

- k) Operating Procedures: The LI Choice Operating Procedures.