

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS - MULTI-RETAILER MODEL

A. Introduction:

1. This Section contains the terms and conditions pertaining to General Retail Access under the multi-retailer model.
2. All transmission service within New York State is obtained through the New York Independent System Operator ("NYISO") pursuant to the NYISO Tariffs. This General Retail Access tariff may be revised, modified, clarified, supplemented, amended or superseded as may be necessary as a result of the NYISO Tariffs. RG&E may seek to revise the terms and conditions of the tariff, the Electric Supplier Manual and the Operating Agreement (including any pricing terms) as necessary to comply with the requirements of the NYISO Tariffs.

B. Definitions and Abbreviations:

Definitions for terms and abbreviations pertaining to General Retail Access can be found in Rule 1, Definitions and Abbreviations, of this Tariff.

C. Customer Participation:

1. Eligibility Requirements:

Eligibility to participate in General Retail Access - Multi-Retailer Model is open to all customers subject to the following:

- (a) Customers whose entire load is served under RG&E's Service Classification No. 10 may be eligible for retail access after their contracts expire, unless their contracts with RG&E permit such customer to become eligible earlier. Upon expiration of such contracts, customers may be eligible to select any Supply Service Option in accordance with Section 12, Supply Service Options.
- (b) Customers who receive a portion of their Electric Power Supply from NYPA (PFJ), with Standard Load (non-NYPA load) shall be permitted to take General Retail Access service for their Standard Load.
- (c) The following customer eligibility requirements also apply:
 - i. A Customer, whose Electric Power Supply and delivery would otherwise be provided by RG&E, under S.C. Nos. 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, or 14; may arrange for Electric Power Supply only from an ESCO that meets the requirements set forth herein.
 - ii. A Customer may select only one ESCO at a time per customer account per utility type, regardless of the number of service points.

PSC No: 19 - Electricity

Leaf No. 160.2

Rochester Gas and Electric Corporation

Revision: 1

Initial Effective Date: February 19, 2004

Superseding Revision: 0

Issued in compliance with orders in Case 98-M-1343 dated Nov. 21, 2003 and Cases 99-M-0631 and 03-M-0117 dated Dec. 19, 2003

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS - MULTI-RETAILER MODEL (Cont'd)

Reserved for Future Use

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS - MULTI-RETAILER MODEL (Cont'd)

2. Customer Information - Current

All information to be furnished by RG&E will be provided electronically via EDI to ESCOs/DCs when the data is acceptable to RG&E for the purposes of billing its Customers for service provided by RG&E. Where estimated meter readings are used, the estimated usage must be provided to ESCOs/DCs when the data is acceptable by RG&E to bill its Customers for service provided by RG&E. All subsequent changes or corrections and adjustments to previously supplied data will be made available to the ESCOs/DCs when the data is acceptable to be used for its Customers.

3. Historical & Current Information Available Free of Charge:

For usage & billing information, RG&E will provide up to 24 months of the most recent historic usage and billing information, except as provided for in paragraph 4 below. For credit information, RG&E will provide information on whether the Customer had late payments and/or disconnections due to non-payment during the immediately preceding 24 months or life of the account, whichever is shorter.

4. Charges for Customer Information:

For historical usage and billing information and credit information see UBP Addendum, Section 4.E. Should a Customer and/or its designee request historical usage and billing information for more than 24 consecutive months, RG&E will provide this information (if available) for a fee of \$15 for each additional twelve (12) month period or portion thereof. Should a Customer or its authorized designee request historical interval data, in special customized formats, a fee will apply. Detailed interval data for an account, if available, will be provided at a fee of \$40 per meter, per request, for data up to 24 months. For credit information, a \$15 fee will be charged for credit information beyond the twenty four (24) month period. The fees detailed in this section shall be payable by the requestor. Information not identified in this paragraph shall be supplied, if available, at RG&E's incremental cost. All information will be provided via a non-EDI method. RG&E reserves the right not to be required to provide data in any special customized format.

5. Sending Customer Information:

Usage information will be sent to the requestor via EDI. ESCOs will be required to obtain and retain proper customer authorization for such information. Credit information will be mailed to the Customer's address unless RG&E receives the proper written customer authorization from the ESCO, in which case it will be provided to the ESCO.

6. Confidentiality:

The ESCO must keep confidential any customer information (usage and billing and credit information) obtained from RG&E. This information shall not be disclosed to any party, unless otherwise authorized by the Customer in writing. All other customer information, such as account numbers (and any passwords used, if applicable), telephone numbers and service addresses, shall also be kept confidential and not disclosed to others, unless otherwise authorized in writing by the Customer.

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS - MULTI-RETAILER MODEL (Cont'd)

RG&E will not disclose a customer's usage and billing and credit information to an ESCO unless the Customer has notified RG&E, in writing, that such information may be disclosed.

7. Changes in Supplier:

(a) Voluntary Switch Back to RG&E Service:

If a Customer voluntarily chooses to switch back to RG&E service for Electric Power Supply, such Customer must notify RG&E at least fifteen (15) calendar days before the Customer's next scheduled meter reading date or a requested Special Meter Reading date.

(b) Involuntary Switch:

An involuntary switch is a process or situation where a Customer's ESCO is changed from one provider e.g., ESCO or utility, to another without the Customer's authorization. An involuntary switch that is not in accord with the "Discontinuance of Service" provision set forth in the UBP Addendum, Section 2.F, is referred to as "slamming." Examples of involuntary switches include, but are not limited to, situations where a customer returns to RG&E service as a result of an ESCO's failure to deliver, the ESCO going out of business, or the termination of the ESCO's participation in RG&E's General Retail Access.

(c) **Special Meter Reading Fees:** A \$20 fee per customer location, per meter, per read attempt, will be charged to the party requesting a Special Meter Reading. A Special Meter Reading is a meter reading performed on a date other than the customer's regularly scheduled meter reading date. Requests for Special Meter Reading dates must be made not less than fifteen (15) calendar days in advance of the requested meter reading date.

(d) Budget Billing Adjustments:

RG&E Budget Billings reflect only delivery charges and may be adjusted at the switch dates or as required to reflect changes in RG&E's service and, if adjusted, shall be reflected in the Customer's next bill.

PSC No: 19 - Electricity

Leaf No. 160.5

Rochester Gas and Electric Corporation

Revision: 1

Initial Effective Date: February 19, 2004

Superseding Revision: 0

Issued in compliance with orders in Case 98-M-1343 dated Nov. 21, 2003 and Cases 99-M-0631 and 03-M-0117 dated Dec. 19, 2003

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS - MULTI-RETAILER MODEL (Cont'd)

Reserved for Future Use

PSC No: 19 - Electricity

Leaf No. 160.6

Rochester Gas and Electric Corporation

Revision: 1

Initial Effective Date: February 19, 2004

Superseding Revision: 0

Issued in compliance with orders in Case 98-M-1343 dated Nov. 21, 2003 and Cases 99-M-0631 and 03-M-0117 dated Dec. 19, 2003

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS - MULTI-RETAILER MODEL (Cont'd)

Reserved for Future Use

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS - MULTI-RETAILER MODEL (Cont'd)

8. Metering:

(a) The metering requirements set forth in this Schedule apply here. Customers will continue to use existing meters.

(b) A Customer that does not take service under an economic incentive provision that requests a meter other than that provided by the Company, commensurate with the Customer's Service Classification, is subject to the additional requirements set forth in this Schedule. Meter upgrades, subject to the availability of equipment, will be installed and operated by RG&E at the Customer's expense.

(c) RG&E will continue to own, install, maintain, and read Customers' meters for billing purposes, with the exception of large commercial and industrial time-of-use customers who have the option of owning a Commission-approved meter as set forth in this Schedule, with RG&E retaining sole control of that meter. Eligible large commercial and industrial time-of-use customers, or their designees, shall be allowed to receive meter data on a real-time or other basis, without incurring a fee, provided that such customers install and maintain, at their own expense, the necessary ancillary equipment required to receive such data. Such access may require the installation by RG&E of a different type of meter/recorder that will allow multiple access, with the cost responsibility of such meter/recorder and installation to be borne by the customer and with RG&E retaining sole control of the meter and responsibility for the installation and maintenance of the meter and compliance with applicable Commission regulations.

A schedule of meter upgrade charges shall be provided by RG&E upon the request of the Customer or its authorized designee. RG&E maintains a schedule of meter upgrade charges that covers standard metering options, and such schedule is available upon request.

(d) RG&E will perform meter readings in accordance with established reading cycles and current practices, and provide relevant meter reading information to the ESCO. Information provided to an ESCO may be used solely by the ESCO for the purpose of billing the Customer.

(e) Customers and ESCOs should be aware of Automated Meter Reading services, meter ownership, and Competitive Metering options, as can be found in this tariff at Rule 3.E(2) and Addendum No. 1.

9. Billing:

(a) Except as specified in Rule 11.I. of this Schedule, Consolidated Billing and Payment Processing, RG&E will bill a Customer only for the delivery of Electric Power Supply and other services provided by RG&E. The ESCO is responsible for billing its Customer for the Electric Power Supply and other services the ESCO provides to the Customer.

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS - MULTI-RETAILER MODEL (Cont'd)

C. Customer Participation (Cont'd)

9. Billing (Cont'd)

(a) The RG&E bill will be issued to a Customer in accordance with established billing cycles and practices applicable to such Customer.

(b) A DC or the ESCO acting as an agent for Customers, is responsible for 1) obtaining and scheduling Electric Power Supply with the NYISO, and (2) complying with the provisions herein relating to Operational Issues (Scheduling, Balancing and Settlement) as specified in Rule 11.D.3 of this Schedule, with respect to its or a Customer's Electric Power Supply requirements.

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS - MULTI-RETAILER MODEL (Cont'd)

C. Customer Participation (Cont'd)

10. Customer's Agent:

Participation by a Customer in General Retail Access shall be deemed an election by such customer for the ESCO selected by the Customer, to act as such customer's agent and attorney-in-fact for all matters relating to acquisition of Electric Power Supply, power scheduling, and transmission service (including, but not limited to, designation by such customer's ESCO or another ESCO to take responsibility for Operational Issues (Scheduling, Balancing and Settlement)), and Customers shall be bound by any determinations, decisions, understandings or agreements reached by such ESCO with respect to Operational Issues (Scheduling, Balancing and Settlement).

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS - MULTI-RETAILER MODEL (Cont'd)

C. Customer Participation (Cont'd)

11. Provider of Last Resort ("POLR"):

(a) RG&E will be the POLR for those customers: (i) for whom competition is not a viable option, (ii) who choose not to participate in retail access, (iii) who terminate their agreements with an ESCO and fail to designate a substitute ESCO, (iv) who are acting as a DC, or (v) who are impacted by an ESCO's discontinuance of service.

(b) As a POLR, RG&E will:

- i. Accept customers, subject to Commission consumer protection rules, and provide related customer services;
- ii. Obtain and deliver Electric Power Supply for such customers, consistent with the then-current NYISO Tariffs and retail tariffs; and
- iii. Provide for any programs, as approved by the Commission to assist low-income customers.

D. ESCO/DC Participation:

1. Eligibility Criteria:

To be eligible to participate in General Retail Access, an ESCO/DC must meet the requirements specified in the UBP Addendum.

2. ESCO/DC Requirements:

(a) ESCOs and DCs must sign and deliver to RG&E an Operating Agreement.

(b) Scheduling of Deliveries:

The ESCO is responsible for meeting the scheduling requirements of the NYISO as specified in the NYISO Transmission Tariffs and any applicable NYISO operating manuals. Electric Power Supply is defined as the electricity required to meet the Customer's needs, including energy, Energy Losses, Unaccounted for Energy, Capacity, Capacity Reserves, Capacity Losses, Ancillary Services, NTAC. The ESCO shall provide a copy of all schedules required by the NYISO to the Company in accordance with the Company's Electric Supplier Manual.

It is the responsibility of the ESCO to schedule enough energy to account for the losses and UFE on the Company's distribution system. All retail load will be categorized by the Company as primary or secondary load. Primary load applies to Customers taking service above 600 volts. Secondary load applies to Customers taking service at 600 volts or less. The Company will notify the ESCO of the category applicable to each Customer's load. The loss factors are:

| | |
|-----------------|-------|
| Primary Load: | 4.68% |
| Secondary Load: | 6.48% |

(c) ESCOs must provide Home Energy Fair Practices Act (HEFPA) protections to residential customers, in compliance with the Commission's Order Relating to Implementation of Chapter 686 of the Laws of 2003 and Pro-Ration of Consolidated Bills, Case Nos. 99-M-0631 and 03-M-0017, issued June 20, 2003, together with the rules and regulations implementing the same, as may be revised, modified, amended, clarified, supplemented or superseded. Further information is available at the New York Public Service Commission's website (<http://www.dps.state.ny.us/hefpa.htm>).

PSC No: 19 - Electricity

Leaf No. 160.10

Rochester Gas and Electric Corporation

Revision: 1

Initial Effective Date: February 19, 2004

Superseding Revision: 0

Issued in compliance with orders in Case 98-M-1343 dated Nov. 21, 2003 and Cases 99-M-0631 and 03-M-0117 dated Dec. 19, 2003

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS - MULTI-RETAILER MODEL (Cont'd)

Reserved for Future Use

PSC No: 19 - Electricity

Leaf No. 160.11

Rochester Gas and Electric Corporation

Revision: 1

Initial Effective Date: February 19, 2004

Superseding Revision: 0

Issued in compliance with orders in Case 98-M-1343 dated Nov. 21, 2003 and Cases 99-M-0631 and 03-M-0117 dated Dec. 19, 2003

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS - MULTI-RETAILER MODEL (Cont'd)

Reserved for Future Use

PSC No: 19 - Electricity

Leaf No. 160.12

Rochester Gas and Electric Corporation

Revision: 1

Initial Effective Date: February 19, 2004

Superseding Revision: 0

Issued in compliance with orders in Case 98-M-1343 dated Nov. 21, 2003 and Cases 99-M-0631 and 03-M-0117 dated Dec. 19, 2003

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS - MULTI-RETAILER MODEL (Cont'd)

Reserved for Future Use

PSC No: 19 - Electricity

Leaf No. 160.13

Rochester Gas and Electric Corporation

Revision: 1

Initial Effective Date: February 19, 2004

Superseding Revision: 0

Issued in compliance with orders in Case 98-M-1343 dated Nov. 21, 2003 and Cases 99-M-0631 and 03-M-0117 dated Dec. 19, 2003

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS - MULTI-RETAILER MODEL (Cont'd)

Reserved for Future Use

PSC No: 19 - Electricity

Leaf No. 160.14

Rochester Gas and Electric Corporation

Revision: 1

Initial Effective Date: February 19, 2004

Superseding Revision: 0

Issued in compliance with orders in Case 98-M-1343 dated Nov. 21, 2003 and Cases 99-M-0631 and 03-M-0117 dated Dec. 19, 2003

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS - MULTI-RETAILER MODEL (Cont'd)

Reserved for Future Use

PSC No: 19 - Electricity

Leaf No. 160.15

Rochester Gas and Electric Corporation

Revision: 1

Initial Effective Date: February 19, 2004

Superseding Revision: 0

Issued in compliance with orders in Case 98-M-1343 dated Nov. 21, 2003 and Cases 99-M-0631 and 03-M-0117 dated Dec. 19, 2003

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS - MULTI-RETAILER MODEL (Cont'd)

Reserved for Future Use

PSC No: 19 - Electricity

Leaf No. 160.16

Rochester Gas and Electric Corporation

Revision: 1

Initial Effective Date: February 19, 2004

Superseding Revision: 0

Issued in compliance with orders in Case 98-M-1343 dated Nov. 21, 2003 and Cases 99-M-0631 and 03-M-0117 dated Dec. 19, 2003

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS - MULTI-RETAILER MODEL (Cont'd)

Reserved for Future Use

PSC No: 19 - Electricity
Rochester Gas and Electric Corporation
Initial Effective Date: January 1, 2010

Leaf No. 160.17
Revision: 3
Superseding Revision: 2

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS - MULTI-RETAILER MODEL (Cont'd)

Reserved for Future Use

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS - MULTI-RETAILER MODEL (Cont'd)

D. ESCO/DC Participation (Cont'd)

3. Operational Issues (Scheduling, Balancing and Settlement):

(a) The following applies to scheduling, balancing and settlement with the NYISO:

- i. ESCOs/DCs will schedule Electric Power Supply directly with the NYISO.
- ii. RG&E will calculate customer load including RG&E System Losses and UFE, by hour and combine accounts by ESCO/DC.
- iii. RG&E will communicate the hourly load calculations to the NYISO, in accordance with the NYISO's Billing Schedule requirements for true-ups.
- iv. The NYISO will balance those hourly load calculations with the ESCO/DC bulk power deliveries, price the imbalance, and invoice or credit the ESCO/DC for the cost of the imbalance.
- v. The NYISO will apply any additional applicable charges, as appropriate.

PSC No: 19 - Electricity

Leaf No. 160.19

Rochester Gas and Electric Corporation

Revision: 1

Initial Effective Date: February 19, 2004

Superseding Revision: 0

Issued in compliance with orders in Case 98-M-1343 dated Nov. 21, 2003 and Cases 99-M-0631 and 03-M-0117 dated Dec. 19, 2003

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS - MULTI-RETAILER MODEL (Cont'd)

Reserved for Future Use

PSC No: 19 - Electricity

Leaf No. 160.20

Rochester Gas and Electric Corporation

Revision: 1

Initial Effective Date: February 19, 2004

Superseding Revision: 0

Issued in compliance with orders in Case 98-M-1343 dated Nov. 21, 2003 and Cases 99-M-0631 and 03-M-0117 dated Dec. 19, 2003

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS - MULTI-RETAILER MODEL (Cont'd)

Reserved for Future Use

PSC No: 19 - Electricity

Leaf No. 160.21

Rochester Gas and Electric Corporation

Revision: 1

Initial Effective Date: February 19, 2004

Superseding Revision: 0

Issued in compliance with orders in Case 98-M-1343 dated Nov. 21, 2003 and Cases 99-M-0631 and 03-M-0117 dated Dec. 19, 2003

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS - MULTI-RETAILER MODEL (Cont'd)

Reserved for Future Use

PSC No: 19 - Electricity

Leaf No. 160.22

Rochester Gas and Electric Corporation

Revision: 1

Initial Effective Date: February 19, 2004

Superseding Revision: 0

Issued in compliance with orders in Case 98-M-1343 dated Nov. 21, 2003 and Cases 99-M-0631 and 03-M-0117 dated Dec. 19, 2003

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS - MULTI-RETAILER MODEL (Cont'd)

Reserved for Future Use

PSC No: 19 - Electricity

Leaf No. 160.23

Rochester Gas and Electric Corporation

Revision: 1

Initial Effective Date: February 19, 2004

Superseding Revision: 0

Issued in compliance with orders in Case 98-M-1343 dated Nov. 21, 2003 and Cases 99-M-0631 and 03-M-0117 dated Dec. 19, 2003

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS - MULTI-RETAILER MODEL (Cont'd)

E. Indemnity, Limitation on Liability, and Force Majeure:

1. Indemnification:

ESCO and DC, as applicable, agree to indemnify, defend and save harmless RG&E from and against any and all liabilities, losses, damages, costs, expenses, causes of action, suits, judgments and claims, including, but not limited to, reasonable attorneys fees and the costs of investigation, (collectively "claims"), in connection with any action, suit or proceeding by or on behalf of any person, firm, corporation or other entity arising from, caused by or relating to the (i) curtailment or interruption of services to the ESCO or its Customers, or a DC, as applicable, due to causes beyond the control of RG&E (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 (ii) interruption, irregularity, failure or defective character of services to the ESCO, its Customers, or a DC, as applicable, due to causes beyond the control of RG&E (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 (iii) failure by ESCO or DC, as applicable, to perform any of the agreements, terms, covenants or conditions of General Retail Access to be performed by ESCO or DC, as applicable, or (iv) failure of ESCO to perform any agreement between ESCO and its Customers.

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS - MULTI-RETAILER MODEL (Cont'd)

2. Limitation on Liability:

RG&E will endeavor at all times to provide regular and uninterrupted service to the ESCO, its Customers, or a DC, as applicable, but in case the service shall be interrupted or irregular or defective or shall fail, from causes beyond the control of RG&E (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 RG&E or its employees, servants or agents, RG&E shall not be liable to the ESCO, its Customers, or a DC, as applicable, therefor.

Compliance with directives of the NYISO shall, without limitation by reason of specification, constitute a circumstance beyond the control of RG&E for which RG&E shall not be liable; provided, however, that RG&E shall not be absolved from any liability to which it may otherwise be subject for gross negligence or intentional wrongdoing in the manner in which it carries out the NYISO instructions.

Without limiting the generality of the foregoing, RG&E may, without liability therefor, interrupt, reduce or impair service to any ESCO, its Customers, or the DC, in the event of an emergency threatening the integrity of RG&E's system, or any other systems with which it is directly or indirectly interconnected, if in RG&E's sole judgment or that of the NYISO, such action will prevent, alleviate or reduce the emergency condition, for such period of time as RG&E or the NYISO deems necessary.

ESCOs serving Customers who require service which is uninterrupted, unreduced or unimpaired on a continuous basis should ensure that the Customers provide their own emergency or back-up capability.

RG&E shall not be liable for any special, incidental, indirect, exemplary, punitive or consequential damages, including, but not limited to, lost profits, purchased power costs, or amounts owed by a DC or a Customer to its ESCO, suffered by an ESCO, its Customers, or a DC or to any other persons or entities caused by, arising from or related to the performance of or failure to perform any of the services or obligations of RG&E under General Retail Access as set forth in RG&E's tariff or the Electric Supplier Manual, even if RG&E has been advised of the possibility of such damages.

3. Force Majeure:

RG&E and the ESCO/DC shall use due diligence in performing their obligations under this Tariff. Neither party shall be liable to the other in damages for any act, omission, occurrence, failure or delay of performance, damage, loss, injury or expense caused by any act of God, strike, lockout, act of the public enemy, act of terror, insurrection, civil unrest, war, blockade, riot, epidemic, landslide, extraordinary lightning, earthquake, fire, volcanic activity, extraordinary storm, flood, washout, explosion, accidental damage to or destruction of transmission or distribution facilities, equipment or machinery or electric lines or wires, or the seizure or appropriation of facilities or electricity by any governmental authority of competent jurisdiction or any other binding order of any court or public authority that the party has resisted by all reasonable legal means, or any other cause not reasonably within the control of the party asserting force majeure, and which such party is unable by the exercise of due diligence to avoid, prevent or overcome. A party's failure to avert or to settle a strike or other labor dispute shall not be deemed, within the meaning of this Rule, a matter reasonably within that party's control. Financial loss or other economic hardship shall in no event constitute force majeure hereunder.

PSC No: 19 - Electricity
Rochester Gas and Electric Corporation
Initial Effective Date: September 26, 2010
Issued in compliance with Order in Case 09-E-0717 dated September 21, 2010.

Leaf No. 160.25
Revision: 7
Superseding Revision: 5

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS - MULTI-RETAILER MODEL (Cont'd)

F. Consolidated Billing and Payment Processing

1. Description:

A Customer may elect Consolidated Billing and Payment Processing if offered by its ESCO, consistent with the Commission's Order Establishing Uniform Retail Access Billing and Payment Processing Practices, Case Nos. 99-M-0631 and 98-M-1343, issued May 18, 2001, as the same may be revised, modified, amended, clarified, supplemented or superseded. Further information is available at the New York Public Service Commission's website (<http://www.dps.state.ny.us/ubr.htm>). Company specific terms and conditions regarding Consolidated Billing and Payment Processing are detailed in the Billing Services Agreement and Electric Supplier Manual.

2. Customer Eligibility:

Customers taking service under this Schedule, Service Classification Nos. 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, or 14; or P.S.C. No. 18 - Electricity, and not on summary billing, may elect a Consolidated Billing and Payment Processing option, consistent with the above-referenced PSC Order. Customers whose accounts are on summary billing must elect the dual billing option, as described in Rule 11.D.8.

3. Bill Issuance Charge:

A Customer electing Consolidated Billing and Payment Processing pursuant to this Section will not be billed the monthly Bill Issuance Charge for the electric and/or gas service for which Consolidated Billing and Payment Processing has been elected. All other customers receiving electric, gas, or combination service will be billed one Bill Issuance Charge per bill.

4. Bill Processing Charges:

ESCOs will be assessed a bill processing charge of \$0.95 per bill for a Company rendered consolidated bill for those customer with electric-only or gas-only service. ESCOs will be assessed a bill processing charge of \$0.48 for electric service and \$0.47 for gas service for a Company rendered consolidated bill for those customers with a combination of electric and gas service.

5. Purchase of ESCO Accounts Receivable Program (POR):

- (a) ESCOs that elect the Company's consolidated billing option for all or a portion of their customers will be required to sell their accounts receivable for such customers to RG&E under the terms of the POR. ESCOs continue to have the right to issue their own bill using dual billing for all or a portion of their customers. Such ESCOs will be precluded from participating in the POR for customers receiving dual billing.
- (b) The POR obviates the need for RG&E to prorate partial customer payments among ESCOs that are participating in the POR.

6. Account Separation Fee

In accordance with Section 9.C.4 of the UBP addendum to this schedule, an ESCO desiring to issue the Consolidated Bill for a customer with a Combination Account may request the Company to establish a separate account for the electric or gas service to be supplied by the ESCO. A fee of \$5.00 will be charged to the ESCO requesting establishment of a separate electric or gas account.

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS - MULTI-RETAILER MODEL (Cont'd)

G. Purchase of ESCO Accounts Receivable Program (POR)

In accordance with the Joint Proposal on Purchase of Accounts Receivable dated August 20, 2004 in Cases 03-E-0765 and 03-G-0766, and as amended with the Joint Proposal dated July 14, 2010 in Cases 09-E-0715, 09-G-0716, 09-E-0717, and 09-G-0718. RG&E will purchase accounts receivable at a discount and without recourse for commodity sales by ESCOs that provide commodity service in RG&E's territory.

Eligibility Requirements:

ESCOs that elect the Company's consolidated billing option for all or a portion of their customers will be required to sell their accounts receivable for such customers to RG&E under the terms of the POR. ESCOs continue to have the right to issue their own bill using dual billing for all or a portion of their customers. Such ESCOs will be precluded from participating in the POR for customers receiving dual billing.

Purchase Price:

Electric and gas accounts receivable will be purchased at a discount off face value of the ESCO receivable. The discount rate will be sufficient to compensate the Company for its financial risk in purchasing electric and/or gas receivables, including, but not limited to, the level of RG&E's uncollectibles and be comprised of the following components.

- a) Commodity-related Uncollectible percentage based on total Company uncollectible costs for the most recent available twelve-month period divided by the sum of the total retail, retail access, and purchased ESCO receivables revenue for the same twelve-month period;
- b) Financial Risk Adder set at 20% of the applicable uncollectible percentage;
- c) Commodity-related credit and collections and call center percentage.

Discount rates will be adjusted each year to reflect RG&E's most recent twelve-month experience for uncollectible expense. Additionally, the credit and collections and call center allocation included in the discount rate will be reconciled annually, with any under- or over-collections included in the following years discount rate.

A POR Discount (DISC) Statement setting forth the electric discount and the gas discount will be filed with the Public Service Commission sixty days prior to the September 1 effective date of each annual update.

Payments:

Payments to ESCOs will be made, via wire transfer, 20 days after consolidated bills are issued, and will continue throughout the billing cycle.

Other Considerations:

The POR shall be subject to modifications based upon Commission orders, rules, and regulations applicable to retail access, including, but not limited to, the Uniform Business Practices, proration of customer payments under a single bill, and provisions of Home Energy Fair Practices Act. The POR obviates the need for RG&E to prorate partial customer payments among ESCOs that are participating in the POR.