

**GENERAL INFORMATION**

**5. DISCONTINUANCE OF SERVICE**

**A. DISCONTINUANCE OF SERVICE DUE TO DEFAULT**

(1) Conditions for Termination:

The Company may discontinue the supply of electricity due to default when the customer:

- (a) Fails to pay any tariff charge due on the customer's account for which a written bill has been rendered; or
- (b) Fails to pay amounts due under a deferred payment agreement; or
- (c) Fails to pay a lawfully required security deposit requested in accordance with Rule 2.B.; or
- (d) Fails to comply with a provision of the Company's tariff which permits the Company to refuse to supply or to terminate service.

(2) Notice of Discontinuance:

- (a) Residential - The Company may discontinue the supply of electricity at least 15 days after written notice has been served personally upon the customer or mailed to the customer. This notice may not be issued until at least 20 days have elapsed from the date payment was due.
- (b) Nonresidential - The Company may discontinue the supply of electricity:
  - (i) At least five (5) days after written notice has been served personally upon the person supplied; or
  - (ii) At least eight (8) days after mailing written notice in post- paid wrapper to the person supplied, addressed to such person at premises where service is rendered; or
  - (iii) At least five (5) days after the person supplied has either signed for or refused a registered letter containing written notice, addressed to such person at premises where service is rendered.

The notice shall contain the requested information set forth in 16 NYCRR 11.4 or 13.3 and if the person supplied has specified to the Company in writing an alternate address for billing purposes, the notice shall be sent to such alternate address rather than to the premises where service is rendered.

**GENERAL INFORMATION**

**5. DISCONTINUANCE OF SERVICE (Cont'd)**

**A. DISCONTINUANCE OF SERVICE DUE TO DEFAULT (Cont'd)**

(3) Verification of Delinquent Account Prior to Discontinuance

The Company will not discontinue service for nonpayment of bills rendered or for failure to post a required deposit unless:

- (a) It has verified that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the required notice period; and
- (b) It has verified on the day discontinuance occurs that payment has not been posted to the customer's account as of the opening of business on that day, or has complied with procedures established for rapid posting of payments.

(4) Rapid Posting of Payments in Response to Notices of Discontinuance

The Company shall take reasonable steps to establish procedures to insure that any payments made in response to notices of discontinuance, when the customer brings the fact that such notice has been issued to the attention of the Company or its authorized collection agents, are either:

- (a) Posted to the customer's account on the day payment is received; or
- (b) Processed in some manner so that discontinuance will not occur.

**GENERAL INFORMATION**

**5. DISCONTINUANCE OF SERVICE (Cont'd)**

**A. DISCONTINUANCE OF SERVICE DUE TO DEFAULT (Cont'd)**

(5) Days and Time When Discontinuance of Service is Not Permitted

(a) Residential - The Company shall not discontinue service for nonpayment of bills or failure to post a required deposit on:

- (i) A Friday, Saturday, Sunday or public holiday; or
- (ii) A day on which the business offices of the Company are closed; or
- (iii) A day immediately preceding either a public holiday or day on which the Company's business offices are closed; or
- (iv) During a two-week period encompassing Christmas and New Year's Day.

Disconnections should only be made between the hours of 8:00 am and 4:00 pm.

(b) Nonresidential - The Company shall not discontinue service for nonpayment of bills or failure to post a required deposit or failure to provide access on:

- (i) A Saturday, Sunday or public holiday; or
- (ii) A day on which the business offices of the Company or the Public Service Commission are closed.

Disconnections shall only be made between the hours of 8:00 am and 6:00 pm, except that on days preceding the days listed in (b)(i) and (ii) above, termination may only occur after 3:00 pm if the customer is informed by personal contact prior to termination that termination is about to occur and the Company is prepared to accept a check for payment required to avoid termination. The term public holiday as used in (a) and (b) refers to those holidays defined in the General Construction Law.

**GENERAL INFORMATION**

**5. DISCONTINUANCE OF SERVICE (Cont'd)**

**A. DISCONTINUANCE OF SERVICE DUE TO DEFAULT (Cont'd)**

(6) Voluntary Third Party Notice Prior to Discontinuance of Service

The Company shall permit a residential customer to designate a third party to receive a copy of every notice of discontinuance of service sent to such residential customer, provided that such third party indicates in writing his or her willingness to receive such notices.

(7) Discontinuance of Service to Entire Multiple Dwellings

The Company shall not discontinue service to an entire multiple dwelling (as defined in the Multiple Dwelling Law or the Multiple Residence Law) unless the notices specified in the Public Service Law have been given, provided that where any of the notices required thereunder are mailed in a post-paid wrapper there shall be no discontinuance of service until at least 18 days after the mailing of such notices.

Rules 5.A.3 through 5.A.6 shall be applicable with respect to the discontinuance of service to entire multiple dwellings.

**GENERAL INFORMATION**

**5. DISCONTINUANCE OF SERVICE (Cont'd)**

**A. DISCONTINUANCE OF SERVICE DUE TO DEFAULT (Cont'd)**

(8) Discontinuance of Service to Two-family Dwellings

The Company shall not discontinue service to a two-family dwelling that is known by the Company to contain residential units where service is provided by a single meter, unless the notices specified in the Public Service Law have been given.

Rules 5.A.3 through 5.A.6 shall be applicable with respect to the discontinuance of service to two-family dwellings.

(9) Discontinuance of Residential Service During Cold Weather

During the cold weather period beginning November 1 of each year and ending April 15 of the following year, the written notices required in Rule 5.A.7 and 5.A.8 shall be provided not less than 30 days before the intended termination. The Company shall also attempt to contact by telephone or in person the customer or an adult resident of the customer's premises at least 72 hours prior to the intended termination.

(10) Discontinuance of Residential Service Special Procedure::

Special emergency procedures, required by 16 NYCRR Part 11.5 provide special protections for specified residential customers regarding the termination and restoration of service in cases involving medical emergencies, the elderly, blind or disabled, and terminations during cold weather.

Copies of the Company's special procedures are on file with the Commission and are available to the public upon request at Company offices where applications for service may be made.

**GENERAL INFORMATION**

**5. DISCONTINUANCE OF SERVICE (Cont'd)**

**A. DISCONTINUANCE OF SERVICE DUE TO DEFAULT (Cont'd)**

(11) No Subsequent Notice Required For Returned Check

Receipt by the Company of a subsequently dishonored negotiable instrument in response to a notice of termination or tendered to a Company representative, shall not constitute payment of a customer's account and the Company shall not be required to issue additional notice prior to termination. The Company shall charge the customer a handling charge as provided for under Rule 4.D.3.

(12) Reconnection of Service

- (a) Where a residential customer's service is disconnected in accordance with Rule 5.A, for nonpayment of bills, the Company reserves the right to refuse to furnish service until:
- (i) The Company receives the full amount of arrears for which service was terminated; or
  - (ii) The Company and the customer reach agreement on a deferred payment plan and the customer pays a down payment, if required; or
  - (iii) The Commission or its designee so directs; or
  - (iv) The Company receives a commitment of a direct payment or written guarantee of payment from the social services official of the social services district in which the customer resides; or
  - (v) The Company has notice that a serious impairment to health or safety is likely to result if service is not reconnected. Doubts as to whether reconnection of service is required for health or safety reasons shall be resolved in favor of reconnection.

**GENERAL INFORMATION**

**5. DISCONTINUANCE OF SERVICE (Cont'd)**

**A. DISCONTINUANCE OF SERVICE DUE TO DEFAULT (Cont'd)**

(12) Reconnection of Service (Cont'd)

- (b) Where a nonresidential customer's service is disconnected in accordance with Rule 5.A, the Company reserves the right to refuse to furnish service until:
  - (i) The Company receives full payment for the amount of arrears and/or security deposit for which service has been terminated and any other tariff charges billed after the issuance of the termination notice which are in arrears at the time reconnection is requested; or
  - (ii) The Company and customer reach agreement on, and sign, a deferred payment agreement for the amounts set forth in (b)(i) above and the customer pays a downpayment if required; or
  - (iii) In the case where service was terminated solely for failure to provide access, the customer allows access and has made reasonable arrangements for future access; or
  - (iv) In the case where service was terminated solely for a violation of the Company's tariff, the Company receives adequate notice and documentation or a field verification that the violation has been corrected provided, however, that the field verification, if required, shall be arranged within two business days of the customer's request or at such later time as may be specified by the customer; or
  - (v) If service was terminated for two or more independent reasons the customer has satisfied all conditions for reconnection; or
  - (vi) The Commission or its designee directs service to be reconnected.

## GENERAL INFORMATION

### 5. DISCONTINUANCE OF SERVICE (Cont'd)

#### A. DISCONTINUANCE OF SERVICE DUE TO DEFAULT (Cont'd)

##### (12) Reconnection of Service (Cont'd)

- (c) The Company will reconnect service to any Customer that was suspended as a result of a Supplier-initiated request for suspension for non-payment of commodity service upon the expiration of one year after termination of commodity service by the Supplier. See Section 5.J. of this Schedule, Supplier-Initiated Suspension of Service.
- (d) The Company shall reconnect service, unless prevented by circumstances beyond its control or where a customer requests otherwise, to any disconnected customer not more than 24 hours after the above conditions of this rule have been satisfied. Whenever circumstances beyond the Company's control prevent reconnecting of service within 24 hours, service shall be reconnected within 24 hours after those circumstances cease to exist (including, but not limited to, times when a Supplier fails to timely notify the Company of Supplier's receipt of payments due).
- (e) A reconnection charge shown in the Special Services Statement shall apply when (1) the conditions set forth above have been satisfied, or (2) the suspension of delivery service was at the request of an ESCO, as described in Section 5.J. of this Schedule, Supplier-Initiated Suspension of Service; and the Customer requests restoration of service during or after normal business hours.
- (f) The Customer, or person who controls access to the meter, shall be responsible for the payment of any charges associated with a court action to gain access to and remove a meter(s) and discontinue service. Such charges shall not exceed 150% of the previous calendar year's average cost per incident.

**GENERAL INFORMATION**

**5. DISCONTINUANCE OF SERVICE (Cont'd)**

**A. DISCONTINUANCE OF SERVICE DUE TO DEFAULT (Cont'd)**

(13) Deferred Payment Agreements

(a) Residential

- (i) Any residential customer or applicant is eligible, in accordance with 16 NYCRR 11.10 for a payment agreement except a customer who:
  - (aa) as defaulted on an existing payment agreement unless the terms of the defaulted agreement required payments over a shorter period of time than the standard agreement under Rule 5.A.(13)(a)(ii)(aa) and 16 NYCRR 11.10.
  - (bb) the Commission or its authorized designee determines that the customer or applicant has the resources to pay the bill.

The Company will negotiate in good faith with any eligible customer or applicant in order to enter into an agreement that is fair and equitable considering the customers or applicant's financial circumstances.

The Company may require a customer or applicant to complete a form detailing assets, income and expenses. Reasonable documentation to substantiate the information provided may also be required. The Company shall treat the financial information as confidential.

The Company shall make a written offer of a payment agreement; not less than seven calendar days (10 days if mailed) before the earliest date on which termination may occur, when payment of outstanding charges is a requirement for acceptance of an application for service, when payment of outstanding charges is a requirement for reconnection of service, or as required after a defaulted payment agreement that was for a term shorter than Rule 5.a.(13)(a)(ii)(aa) and 16 NYCRR 11.10.

The Company may postpone a scheduled termination of service up to ten calendar days after the date stated in the final notice of termination for the purpose of negotiating payment agreement terms, provided the customer is advised of such postponement.

**GENERAL INFORMATION**

**5. DISCONTINUANCE OF SERVICE (Cont'd)**

**A. DISCONTINUANCE OF SERVICE DUE TO DEFAULT (Cont'd)**

(13) Deferred Payment Agreements (Cont'd)

(a) Residential (Cont'd)

- (ii) A payment agreement shall obligate the customer to make timely payments of all current charges and shall provide for:
  - (aa) A downpayment up to 15 percent of the amount covered by the payment agreement or the cost of one-half of one month's average usage, whichever is greater; unless such amount is less than the cost of one-half of one month's average usage, in which case, the downpayment may be up to 50 percent of such amount; and monthly installments of up to the cost of one-half of one month's average usage or one-tenth of the balance, whichever is greater.
  - (bb) Any specific terms for downpayment and payment mutually agreed upon after negotiation by the Company and customer.
  - (cc) If the customer demonstrates financial need, no downpayment and installments as low as \$10 per month above current bills.

A payment agreement must be signed in duplicate by a Company Representative and the customer; a downpayment, if required, must be received by the Company before the agreement becomes enforceable by either party.

A payment agreement may be renegotiated and amended if the customer or applicant demonstrates their financial circumstances have changed significantly beyond their control.

- (iii) If a customer fails to make timely payment in accordance with a payment agreement, the Company shall send a reminder notice at least eight calendar days prior to the issuance of a final notice of termination.

If by the 20th day after payment was due under the payment agreement the Company has neither received payment nor negotiated a new payment agreement, the Company may demand full payment of the total outstanding charges and send a final termination notice in accordance with Rule 5.A and 16 NYCRR 11.4. and 11.10.

## GENERAL INFORMATION

### **5. DISCONTINUANCE OF SERVICE** (Cont'd)

#### **A. DISCONTINUANCE OF SERVICE DUE TO DEFAULT** (Cont'd)

(13) Deferred Payment Agreements (Cont'd)

(b) Nonresidential

- (i) Any nonresidential customer is eligible for a deferred payment agreement except:
- (aa) A customer who owes any amounts under a prior deferred payment agreement;  
or
  - (bb) A customer who failed to make timely payments under a prior deferred payment agreement in effect during the previous 12 months; or
  - (cc) A customer that is a publicly held company or a subsidiary thereof; or
  - (dd) A seasonal, short-term or temporary customer or
  - (ee) An electric customer who, during the previous 12 months, had a combined average monthly billed demand for all its accounts with the Company in excess of 20 kW, or who registered any single demand or any account in excess of 40 kW; or
  - (ff) A customer who the company can demonstrate has the resources to pay the bill, provided that the Company notifies the customer of the Company's reasons and of the customer's right to contest this determination through the Commission's complaint procedures.

The Commission or its authorized designee may order the Company to offer a deferred payment agreement in accordance with this Rule to a customer whom it finds 16 NYCRR 13.5 is intended to protect, when an agreement is necessary for a fair and equitable resolution of an individual complaint.

The Company shall provide a written notice offering a deferred payment agreement to an eligible customer not less than five calendar days before the date of a scheduled termination of service for nonpayment of arrears, or eight calendar days if mailed, provided the customer has been a customer for at least six months and the arrears on which the outstanding final termination notice is based exceeds two months average billing.

**GENERAL INFORMATION**

**5. DISCONTINUANCE OF SERVICE (Cont'd)**

**A. DISCONTINUANCE OF SERVICE DUE TO DEFAULT (Cont'd)**

(13) Deferred Payment Agreements (Cont'd)

(b) Nonresidential (Cont'd)

- (ii) A deferred payment agreement shall obligate the customer to make timely payments of all current charges and may require the customer:
  - (aa) To make a downpayment of up to 30 percent of the arrears on which an outstanding termination notice is based, or the cost of twice the customer's average monthly usage, whichever is greater, plus the full amount of any charges billed after the issuance of the termination notice which are in arrears at the time the agreement is entered into; or
  - (bb) If a field visit to physically terminate service has been made, to make a downpayment of up to 50 percent of the arrears on which an outstanding termination notice is based or the cost of four times the customer's average monthly usage, whichever is greater, plus the full amount of any charges billed after the issuance of the termination notice which are in arrears at the time the agreement is entered into; an
  - (cc) To pay the balance in monthly installments of up to the cost of the customer's average monthly usage or one-sixth of the balance, whichever is greater; and
  - (dd) To pay late payment charges during the period of the agreement; and
  - (ee) To pay a security deposit in three installments, 50 percent down and two monthly payments of the balance, provided the deposit was previously requested under Rule 2.B. (2).

A deferred payment agreement may provide for a greater or lesser downpayment, a longer or shorter repayment period, and payment according to any schedule, if mutually agreed upon by both the Company and the customer. A deferred payment agreement must be signed in duplicate by a Company Representative and the customer, each must receive a copy, before it becomes enforceable by either party. If terms of an agreement are agreed upon by telephone conversation, the Company shall send the customer two fully completed copies of the agreement signed by a Company Representative for the customer to sign and return.

**GENERAL INFORMATION**

**5. DISCONTINUANCE OF SERVICE (Cont'd)**

**A. DISCONTINUANCE OF SERVICE DUE TO DEFAULT (Cont'd)**

(13) Deferred Payment Agreements (Cont'd)

(b) Nonresidential (Cont'd)

- (iii) If a customer fails to make timely payment in accordance with a deferred payment agreement, on the first occurrence the Company shall give the customer a reasonable opportunity to keep the agreement in force by paying any amounts due under the agreement. Otherwise, the Company may demand full payment of the total outstanding charges and send a final termination notice as provided under Rule 5.A.

**B. DISCONTINUANCE OF SERVICE DUE TO FRAUD**

If tampered equipment (as defined in Rule 1.R) is found on the customer's premises, or if any fraud upon the Company is practiced upon the customer's premises, the Company may, after giving notices required by law, and complying with 16 NYCRR 13 discontinue the supply of electric energy to the customer and remove its meter, apparatus and wires. Service will not be restored to such a customer until he has paid the Company all damages occasioned or sustained, including the full costs and expenses of removing and restoring the meter, apparatus and service lateral.

**GENERAL INFORMATION**

**5. DISCONTINUANCE OF SERVICE (Cont'd)**

**C. DISCONTINUANCE OF SERVICE TO ILLEGAL HIGHWAY SIGNS**

Upon receipt of a written notification and request for discontinuance of service, signed by an authorized official of the New York State Department of Transportation, the supply of electricity to outdoor advertising signs, displays or devices, which have been declared illegal under Section 88(8) of the New York State Highway Law, shall be discontinued, providing such discontinuance will not have any *adverse* effect of electric service supplied for any other purpose.

The written notification shall state:

- (1) That the necessary finding has been made and the required 30-day notice has been given in accordance with Section 88(8) of the Highway Law.
- (2) That the 30-day statutory notice has not been stayed, modified or revoked.
- (3) The anticipated removal date of the illegal sign by the Department of Transportation.
- (4) That the Department of Transportation will reimburse the Company for the full costs and expenses of terminating service to the illegal sign.

The written notification shall be furnished to the Company at the earliest possible date, and the Department of Transportation and the Company shall cooperate in scheduling the termination at a mutually convenient time. In any event, the Company shall be allowed up to 15 days to effect the discontinuance of service following receipt of the written notice.

**D. DISCONTINUANCE OF SERVICE DUE TO NO ACCESS**

In the case of a nonresidential customer, failure to provide the Company reasonable access to the premises served for any necessary or proper purposes in connection with rendering electric service may result in termination of service so long as the requirements of 16 NYCRR 13.8 (c) have been met. These purposes include meter installation, reading, testing, maintenance, removal and securing of the Company's property. The Company shall not terminate service under this section if the customer has advised the Company that he or she does not control access to the meter(s) and who does control the access.

**GENERAL INFORMATION**

**5. DISCONTINUANCE OF SERVICE (Cont'd)**

**E. DISCONTINUANCE OF SERVICE DUE TO CUSTOMER REQUEST**

Upon receipt of either oral or written notification from the customer that, the customer will not require or be responsible for the electric service, the Company will attempt to read the meter on or about the day the customer requests discontinuance, render a final bill and at its option discontinue the service. In the case where the Company was unable to obtain an actual final meter reading, the Company may estimate the customer's final billing according to the best available information.

**F. DISCONTINUANCE OF SERVICE WHEN THERE IS NO CUSTOMER**

The Company may disconnect service to any customer when:

- (1) There is no customer and service is being provided through tampered equipment and in the case of a nonresidential customer when:
- (2) There is no customer and the Company can show that the user will require service for less than one week, provided the Company makes a reasonable effort to notify the user and provide the user with an opportunity to apply for service before disconnection; or
- (3) There is no customer and the Company has provided advance written notice to the occupant(s) stating the Company' intent to disconnect service unless the responsible party applies for service and is accepted as a customer. Such notice shall be made either by posting 48 hours or by mailing at least five, but no more than thirty calendar days before disconnection.

**G. DISCONTINUANCE OF SERVICE DUE TO EMERGENCY CONDITIONS**

The Company may suspend, curtail or disconnect service when:

- (1) An emergency may threaten the health or safety of a person, a surrounding area or the Company's generation, transmission or distribution systems; or
- (2) There is a need to make permanent or temporary repairs, changes, or improvement in any part of the Company's system; or
- (3) There is a governmental order or directive requiring the utility to do so.

The Company shall act promptly to assure restoration of service as soon as feasible; provided, however, service to a nonresidential customer need not be restored if, at the time restoration is to occur, the Company can terminate service for another reason under 16 NYCRR 13.3. In the case where service has been suspended, curtailed or discontinued as a result of a governmental order or because of a condition relating to the health and safety caused by or involving equipment owned by the customer, the Company may require an approval of installation as detailed in Rule 2.C. prior to reconnection. The Company shall to the extent reasonably feasible provide advance notice to those whose service may be interrupted for any reason under this Rule.

**GENERAL INFORMATION**

**5. DISCONTINUANCE OF SERVICE (Cont'd)**

**H. LOAD SHEDDING**

Load shedding in response to system-wide or local abnormal or emergency events will be on a non-discriminatory basis without regard to the Energy Supplier that serves the affected customer. Load shedding procedures will be initiated under the following conditions:

- (a) When system frequency drops below 59.3 Hertz and automatic under-frequency relays disconnect load in order to reverse the declining frequency.
- (b) When the Company is ordered to shed load by the NYPP or ISO.
- (c) When the Company responds, short of load shedding, to transmission or distribution emergencies are not successful, and time constraints do not allow for corrective actions other than load shedding.

Public notifications of load shedding will be made as soon as practicable.

**I. TEMPORARY DISCONTINUANCE OF SERVICE DUE TO CUSTOMER REQUEST**

A customer may request power outages in order to provide isolated work areas for maintenance or modification of its facilities. Should the Company incur additional costs and expenses in order to ensure a requested outage date and/or time can be satisfied, the Company will consult with the customer to consider rescheduling the outage to avoid or reduce costs. The Company will be compensated by the customer for any incremental costs and expenses incurred by the company in support of the requested outage.

## GENERAL INFORMATION

### 5. DISCONTINUANCE OF SERVICE (Cont'd)

#### **J. DISCONTINUANCE OF SERVICE IN REGARD TO THE PURCHASE OF ESCO ACCOUNTS RECEIVABLE PROGRAM (POR)**

##### Non-Residential Customers

RG&E is authorized to disconnect its delivery service and the ESCO's commodity service, in accordance with 16 NYCRR Part 13, to non-residential customers where (i) the customer fails to make full payment of all amounts due on the consolidated billing; (ii) the Company has purchased the ESCO receivable; and (iii) the ESCO furnishes the Company an affidavit from an officer of the ESCO representing to RG&E that the ESCO has notified its current non-residential customers and will notify its future non-residential customers that RG&E is permitted to disconnect the customer for non-payment of the ESCO charges. The ESCO will indemnify RG&E for any cost, expense, or penalty if the customer's service is discontinued for non-payment and the customer establishes that it did not receive such notification. ESCOs participating in the POR waive the right to seek termination for non-payment of ESCO commodity service and/or to request suspension of RG&E's distribution service.

##### Residential Customers

RG&E, in accordance with applicable provisions of law, may disconnect its delivery service and the ESCO's commodity service (collectively, "utility service") to residential customers who fail to make full payment of all amounts due on the consolidated billing, including the amount of the purchased ESCO receivables. Residential customer disconnected from utility service under the POR shall be reconnected to service upon the payment of the arrears that were the subject of the disconnection, which may include both delivery and supply charges, or a lesser amount as specified in Public Service Law Section 32(5)(d). ESCOs participating in the POR waive the right to seek termination of ESCO commodity service and/or to request suspension of RG&E's distribution service.

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Rochester Gas and Electric Corporation  
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