PSC No: 19 - Electricity

Rochester Gas and Electric Corporation

Leaf No. 160.1

Revision: 4

Initial Effective Date: December 1, 2012 Superseding Revision: 3

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS

A. Introduction:

- 1. This Section contains the terms and conditions pertaining to General Retail. The rate options under which customers may take retail access are detailed in Rule 12, Supply Service Options.
- 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 This General Retail Access tariff may be revised, modified, clarified, supplemented, amended or superseded as may be necessary as a result of the NYISO Tariffs. The Company 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 is open to all customers subject to requirements set forth in Rule Nos. 11 (General Retail Access) and 12 (Supply Service Options):

- (a) Customers whose entire load is served under Service Classification No. 10 may be eligible for retail access after their contracts expire, unless their contracts with the Company 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 Rule 12, Supply Service Options.
- (b) Customers who receive a portion of their Electric Power Supply from NYPA(Recharge NY Power), with Standard Load (non-NYPA load) shall be permitted to take General Retail Access service for their Standard Load. If the NYPA allocation expires or is terminated, the customer will have 30 days to elect a Supply Service option for that load, subject to the provisions of Section 12, Supply Service Options.
- (c) The following customer eligibility requirements also apply:
- i. A Customer, whose Electric Power Supply and delivery would otherwise be provided by the Company, 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 Revision: 2

Rochester Gas and Electric Corporation Initial Effective Date: December 1, 2012 Superseding Revision: 1

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS (Cont'd)

PSC No: 19 - Electricity

Rochester Gas and Electric Corporation

Revision: 5
Initial Effective Date: January 17, 2022

Leaf No. 160.3

Revision: 5
Superseding Revision: 4

Issued in compliance with Order in Case No. 20-M-0082, dated November 18, 2021.

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS (Cont'd)

C. Customer Participation (Cont'd)

2. Customer Information - Current

All information to be furnished by the Company shall be provided electronically via EDI to ESCOs/DCs when the data is acceptable to the Company for the purposes of billing its Customers for service provided by the Company. Where estimated meter readings are used, the estimated usage must be provided to ESCOs/DCs when the data is acceptable by the Company to bill its Customers for service provided by the Company. All subsequent changes or corrections and adjustments to previously supplied data shall 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 and billing information, the Company shall 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, the Company shall 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, 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, the Company shall 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 shall apply for data in excess of 24 months. Detailed interval data for an account, if available, shall be provided at a fee of \$40 per meter, per request, for data in excess of 24 months. The fees detailed in this section shall be payable by the requestor. Information not identified in this paragraph shall be supplied, if available, at the Company's incremental cost. All information shall be provided via a non-EDI method. The Company reserves the right not to be required to provide data in any special customized format.

5. Sending Customer Information:

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

6. Confidentiality:

The ESCO must keep confidential any customer information (usage and billing and credit information) obtained from the Company. 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.

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

ISSUED BY: Joseph J. Syta, Vice President, Controller and Treasurer, Rochester, New York

PSC No: 19 - Electricity

Rochester Gas and Electric Corporation

Leaf No. 160.4

Revision: 5

Initial Effective Date: May 1, 2017 Superseding Revision: 4

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS (Cont'd)

7. Changes in Supplier:

C. Customer Participation (Cont'd)

(a) Voluntary Switch Back to the Company Service:

If a Customer voluntarily chooses to switch back to the Company service for Electric Power Supply, such Customer must notify the Company at least five business days before the Customer's next scheduled meter reading date, interim estimated 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 the Company 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 the Company's General Retail Access Program.

(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 five business days in advance of the requested meter reading date.

(d) Budget Billing Adjustments:

The Company Budget Billings, as set forth in Rule 4.C.1 may be adjusted at the switch dates or as required to reflect changes in the Company's service and, if adjusted, shall be reflected in the Customer's next bill.

ISSUED BY: Joseph J. Syta, Vice President, Controller and Treasurer, Rochester, New York

PSC No: 19 - Electricity Leaf No. 160.5 Revision: 2

Rochester Gas and Electric Corporation Initial Effective Date: December 1, 2012 Superseding Revision: 1

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS (Cont'd)

PSC No: 19 - Electricity Leaf No. 160.6 Revision: 2

Rochester Gas and Electric Corporation Initial Effective Date: December 1, 2012 Superseding Revision: 1

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS (Cont'd)

PSC No: 19 - Electricity

Rochester Gas and Electric Corporation

Revision: 6

Initial Effective Date: December 1, 2020

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Revision: 6

Superseding Revision: 4

Issued in compliance with Order in Case No. 19-E-0380, dated November 19, 2020.

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS (Cont'd)

C. Customer Participation (Cont'd)8. Metering:

- (a) The metering requirements set forth in this Schedule apply here. Customers shall 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, shall be installed and operated by the Company at the Customer's expense.
- (c) The Company shall 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 the Company 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 the Company of a different type of meter/recorder that shall allow multiple access, with the cost responsibility of such meter/recorder and installation to be borne by the customer and with the Company 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 the Company upon the request of the Customer or its authorized designee. The Company maintains a schedule of meter upgrade charges that covers standard metering options, and such schedule is available upon request.

(d) The Company shall 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.

9. Billing:

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

ISSUED BY: Joseph J. Syta, Vice President, Controller and Treasurer, Rochester, New York

PSC No: 19 - Electricity Leaf No. 160.8

Rochester Gas and Electric Corporation Revision: 6
Initial Effective Date: January 1, 2021 Superseding Revision: 5

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS (Cont'd)

C. Customer Participation (Cont'd)

9. Billing (Cont'd)

- (a) The Company bill will be issued to a Customer in accordance with established billing cycles and practices applicable to such Customer.
- (b) A DC, ESCO or NYPA 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.

PSC No: 19 - Electricity

Leaf No. 160.8.1

Rochester Gas and Electric Corporation Revision: 2
Initial Effective Date: December 1, 2012 Superseding Revision: 1

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS (Cont'd)

C. Customer Participation (Cont'd)

10. Customer's Agent:

Participation by a Customer in General Retail Access Program 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).

PSC No: 19 - Electricity Leaf No. 160.9

Rochester Gas and Electric Corporation Revision: 6
Initial Effective Date: February 1, 2016 Superseding Revision: 5

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS (Cont'd)

C. Customer Participation (Cont'd)

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

- (a) The Company shall 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, the Company shall:
 - 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 the Company an Operating Agreement.
- (b) Scheduling of Deliveries:

The ESCO and DC are 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, transmission project costs allocated to the Company under the NYISO tariff as approved by FERC, and Supply Adjustment Charge. 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/DC to schedule enough Electric Power Supply to account for Energy Losses and UFE associated with their load on the Company's distribution system. All retail load shall 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 shall 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.ny.gov/hefpa.htm).

ISSUED BY: James A. Lahtinen, Vice President Rates and Regulatory Economics, Rochester, New York

PSC No: 19 - Electricity Leaf No. 160.10 Revision: 2

Rochester Gas and Electric Corporation Initial Effective Date: December 1, 2012 Superseding Revision: 1

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS (Cont'd)

PSC No: 19 - Electricity

Rochester Gas and Electric Corporation

Leaf No. 160.11

Revision: 2

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GENERAL INFORMATION

11. GENERAL RETAIL ACCESS (Cont'd)

PSC No: 19 - Electricity Leaf No. 160.12 Revision: 2

Rochester Gas and Electric Corporation Initial Effective Date: December 1, 2012 Superseding Revision: 1

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS (Cont'd)

PSC No: 19 - Electricity Leaf No. 160.13 Revision: 2

Rochester Gas and Electric Corporation Initial Effective Date: December 1, 2012 Superseding Revision: 1

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS (Cont'd)

PSC No: 19 - Electricity Leaf No. 160.14 Revision: 2

Rochester Gas and Electric Corporation Initial Effective Date: December 1, 2012 Superseding Revision: 1

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS (Cont'd)

PSC No: 19 - Electricity Leaf No. 160.15 Revision: 2

Rochester Gas and Electric Corporation Initial Effective Date: December 1, 2012 Superseding Revision: 1

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS (Cont'd)

PSC No: 19 - Electricity Leaf No. 160.16 Revision: 2

Rochester Gas and Electric Corporation Initial Effective Date: December 1, 2012 Superseding Revision: 1

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS (Cont'd)

PSC No: 19 - Electricity

Rochester Gas and Electric Corporation

Leaf No. 160.17

Revision: 4

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GENERAL INFORMATION

11. GENERAL RETAIL ACCESS(Cont'd)

PSC No: 19 - Electricity

Rochester Gas and Electric Corporation

Leaf No. 160.18

Revision: 6

Initial Effective Date: July 1, 2016 Superseding Revision: 5 Issued in compliance with Order in Case 15-E-0285, dated June 15, 2016

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS (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. The Company will calculate customer load including the Company System Losses and UFE, by hour and combine accounts by ESCO/DC.
 - iii. The Company 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.
- (b) When calculating wholesale hourly electric load allocations per ESCO/DC for reporting to the NYISO, the Company will not allocate any portion of the subzonal UFE to Hourly Pricing customer load. The load assigned to ESCO/DCs for Hourly Pricing customers will be the Hourly Pricing customer's metered hourly load plus the tariff voltage level / service class energy loss factor for that customer. All subzonal UFE will be allocated to ESCO/DCs based on each ESCO/DCs share of non-Hourly Pricing load in a given hour.

ISSUED BY: James A. Lahtinen, Vice President Rates and Regulatory Economics, Rochester, New York

PSC No: 19 - Electricity Leaf No. 160.19 Revision: 2

Rochester Gas and Electric Corporation Initial Effective Date: December 1, 2012 Superseding Revision: 1

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS (Cont'd)

PSC No: 19 - Electricity Leaf No. 160.20 Revision: 2

Rochester Gas and Electric Corporation Initial Effective Date: December 1, 2012 Superseding Revision: 1

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS (Cont'd)

PSC No: 19 - Electricity Leaf No. 160.21 Revision: 2

Rochester Gas and Electric Corporation Initial Effective Date: December 1, 2012 Superseding Revision: 1

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS (Cont'd)

PSC No: 19 - Electricity Leaf No. 160.22 Revision: 2

Rochester Gas and Electric Corporation Initial Effective Date: December 1, 2012 Superseding Revision: 1

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS (Cont'd)

PSC No: 19 - Electricity

Rochester Gas and Electric Corporation

Leaf No. 160.23

Revision: 3

Initial Effective Date: December 1, 2012 Superseding Revision: 2

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS (Cont'd)

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

1. Indemnification:

ESCO and DC, as applicable, agree to indemnify, defend and save harmless the Company 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 the Company (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 the Company (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 Program to be performed by ESCO or DC, as applicable, or (iv) failure of ESCO to perform any agreement between ESCO and its Customers.

PSC No: 19 - Electricity

Rochester Gas and Electric Corporation

Leaf No. 160.24

Revision: 6

Initial Effective Date: July 16, 2018 Superseding Revision: 5

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS (Cont'd)

E. Indemnity, Limitation on Liability, and Force Majeure (Cont'd)

2. Limitation on Liability:

The Company shall 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 the Company (including, without limiting the generality of the foregoing, executive or administrative rules or orders issued from time to time by State or Federal officers, commissions, boards, or bodies having jurisdiction) or because of the ordinary negligence of the Company or its employees, contractors, subcontractors, servants or agents, the Company 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 the Company for which the Company shall not be liable; provided, however, that the Company 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, the Company 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 the Company's system, or any other systems with which it is directly or indirectly interconnected, if in the Company's sole judgment or that of the NYISO, such action shall prevent, alleviate or reduce the emergency condition, for such period of time as the Company 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.

The Company 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 the Company under the General Retail Access Program as set forth in the Company's tariff or the Electric Supplier Manual, even if the Company has been advised of the possibility of such damages.

3. Force Majeure:

The Company 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

Leaf No. 160.25

Revision: 14

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Issued in compliance with Order in Case No. 22-E-0319, dated October 12, 2023.

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS (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:

- (a) 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 Section 9.L of the UBP addendum to this schedule.
- (b) Customers taking service under the NYPA Program, Rule 34, are not eligible for Consolidated Billing and Payment Processing.

3. Bill Issuance Charge:

A Customer electing Consolidated Billing and Payment Processing pursuant to this Section shall 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 shall be billed one Bill Issuance Charge per bill.

4. Bill Processing Charges:

ESCOs shall be assessed a bill processing charge of \$0.99 per bill for a Company rendered consolidated bill for those customers with electric-only or gas-only service. ESCOs shall be assessed a bill processing charge of \$0.50 for electric service and \$0.49 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 shall be required to sell their accounts receivable for such customers to the Company 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 shall be precluded from participating in the POR for customers receiving dual billing.
- (b) The POR obviates the need for the Company 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 shall be charged to the ESCO requesting establishment of a separate electric or gas account.

PSC No: 19 - Electricity

Rochester Gas and Electric Corporation

Initial Effective Date: August 12, 2016

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Revision: 6

Superseding Revision: 5

Issued in compliance with Order in Case 15-E-0285, dated June 15, 2016.

GENERAL INFORMATION

11. GENERAL RETAIL ACCESS (Cont'd)

G. Purchase of ESCO Accounts Receivable Program (POR)

In accordance with the <u>Joint Proposal on Purchase of Accounts Receivable</u> dated August 20, 2004 in Cases 03-E-0765 and 03-G-0766, 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, and as further amended by the Joint Proposal dated February 19, 2016, in Cases 15-E-0283, 15-G-0284, 15-E-0285, and 15-G-0286. The Company shall purchase accounts receivable at a discount and without recourse for commodity sales by ESCOs that provide commodity service in the Company's territory.

Eligibility Requirements:

ESCOs that elect the Company's consolidated billing option for all or a portion of their customers shall be required to sell their accounts receivable for such customers to the Company 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 shall be precluded from participating in the POR for customers receiving dual billing.

Purchase Price:

Electric and gas accounts receivable shall be purchased at a discount off face value of the ESCO receivable. The discount rate shall 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 the Company'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 shall be adjusted each year to reflect the Company's most recent twelve-month experience for uncollectible expense. Additionally, the credit and collections and call center allocation included in the discount rate shall be reconciled annually, with any under- or over-collections included in the following years discount rate.

Beginning with the statement to be effective May 1, 2017, a POR Discount (DISC) Statement setting forth the electric discount and the gas discount shall be filed with the Public Service Commission 60 days prior to the May 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 shall 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 the Company to prorate partial customer payments among ESCOs that are participating in the POR.

ISSUED BY: James A. Lahtinen, Vice President Rates and Regulatory Economics, Rochester, New York

PSC No: 19 - Electricity

Rochester Gas and Electric Corporation

Leaf No. 160.25.2

Revision: 4

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Issued in compliance with Order in Case No. 14-M-0224, dated October 16, 2023.

GENERAL INFORMATION 11. GENERAL RETAIL ACCESS (Cont'd)

H. Community Choice Aggregation (CCA)

- 1. A CCA Program allows municipalities (villages, towns and cities) to aggregate the usage of eligible CCA customers (residential and small non-residential customers) within a defined jurisdiction in order to secure an alternative energy supply contract on a community-wide basis.
 - a. In accordance with the Orders issued April 21, 2016, December 14, 2017, and January 19, 2023, in Case 14-M-0224, before requesting customer data from the utility for participation in a CCA Program, the municipality or their designee (CCA Administrator or ESCO):
 - i. must sign a Data Security Agreement acceptable to the Company, and
 - ii. must have an approved implementation plan and certification of local authorization approved by the NYS PSC.
 - b. Upon fulfilling the requirements in Rule 1.a, the Company will provide the following information to the municipality or their designee in accordance with the terms stated herein.
 - i. Aggregated customer data, including the number of customers by service class, the meter read cycle, the aggregated peak demand (kW) by month for the past 12 months by service class if applicable, and the aggregated energy (kWh) by month for the past 12 months by service class. This information will be provided to the municipality or CCA Administrator within twenty days of a request.
 - ii. After each municipality has entered into a CCA contract with an ESCO, the Company shall transfer customer-specific data to the municipality or CCA Administrator within five days of receipt of a request to support the mailing of opt-out notices. The data shall include all customers in the municipality eligible for opt-out treatment based on the CCA and the requirements of the April 21, 2016, and January 19, 2023, Orders issued in Case 14-M-0224. The data should include:
 - (1) Customer of record's name
 - (2) Mailing Address
 - (3) Primary Language (if available from the Company's billing system)
 - (4) Any customer-specific alternate billing name and address
 - (5) Bill cycle and period code
 - (6) Tax-exempt Status
 - (7) Net metered/VDER/solar account indicator
 - (8) Dual-meter indicator
 - iii. After the opt-out process has been completed, the Company shall transfer account numbers for eligible customers that did not opt-out to the ESCO providing service within five days of receipt of a list of customers that opted out. These account numbers may be transmitted via electronic mail in secured, encrypted spreadsheets, through access to a secure website, or through other secure methods of transfer.
 - iv. Upon request by the municipality or CCA Administrator the Company will transfer the customer data in (b) to the requestor within five days of the request for newly eligible customers that became customers of the Company since the last eligible customer list was provided and were not on a previous eligible for out-out list. The Company will distinguish between new accounts and customers that are now opt-out eligible for other reasons. After the opt-out process has been completed for those customers, the Company will provide account numbers for customers that did not opt-out as described in (c). These eligible customer update lists will be provided without charge.

2. Dispute Resolution

For disputes arising in relation to a CCA, the Company, CCA Administrators, and Energy Service Entities may utilize the dispute resolution process specified in the January 19, 2023, Order issued in Case No. 14-M-0224.