

PSC No: 16 - Gas
Rochester Gas and Electric Corporation
Initial Effective Date: March 1, 2004
Issued under the authority of the PSC in Case Nos. 02-E-0198 and 02-G-0199, issued and effective March 7, 2003

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GENERAL INFORMATION

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

(e) If any undisputed portion of the ESCO's or the DC's invoice due RG&E by the ESCO or the DC is not paid when due, or if any portion is received in funds which are not immediately available to RG&E, then a late payment fee equal to one and one-half percent (1.5%) per month, or portion thereof, of the amount owed to RG&E shall be paid by the ESCO or the DC from the date such payment is due to the date of payment.

(f) Invoice Payments:

i. Terms of Payment: Bills are payable upon presentation and are subject to late payment charges. ESCOs/DCs shall pay the full amount stated in the invoice, without deduction, set-off or counterclaim, within twenty (20) calendar days from the date of the invoice transmittal. RG&E will provide invoices to the ESCO/DC. On the first day following the grace period, (e.g., the 21st day) late payment charges at the rate of one and one-half percent (1.5%) per month will be applicable to all overdue billed amounts, including arrears and unpaid late payment charges. Because an ESCO/DC or RG&E may request expeditious resolution of a complaint or dispute by the Department of Public Service, bills remain due without deduction, set-off or counterclaim as a consequence of a complaint filed. RG&E and ESCOs/DCs are permitted to, by mutual agreement, develop customized billing and collection arrangements. Claims that invoices are not correct must be made in writing and postmarked no more than three (3) months after the date on which such invoice is rendered.

ii. Payment Form: Payment for services shall be rendered to RG&E by electronic funds transfer ("EFT"). RG&E and ESCOs/DCs are permitted, by mutual agreement, to establish other forms of payment. Any applicable bank fees associated with the EFTs shall be assessed to and paid by the ESCO/DC.

iii. Application of Payments: Unless otherwise agreed to by RG&E and the ESCO/DC, payments will be applied first to arrears owed RG&E, including interest owed thereon, and then to current RG&E charges.

iv. Failure to Make Payment: In addition to any rights or remedies RG&E may have, upon failure of the ESCO/DC to make any payment when due, RG&E may draw down on any security that may be available (as described in Rule 10.D.7, Creditworthiness Standards), and may initiate a process to discontinue the ESCO's/DC's participation in General Retail Access (as described in Rule 10.D.10, Discontinuance of Service).

(g) Billing Questions and Disputes:

i. Access to Billing Back-up Information: Upon request, ESCOs/DCs will have access to data elements that will enable them to perform necessary billing back-up calculations.

ii. The process for Billing Questions and Disputes is set forth in the GTOP Manual. However, all sums under dispute must be paid in full in a timely manner, subject to refund after resolution.

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