PSC No: 19 - Electricity Rochester Gas and Electric Corporation Initial Effective Date: June 1, 2003 Leaf No. 98 Revision: 0 Superseding Revision:

GENERAL INFORMATION

<u>5. DISCONTINUANCE OF SERVICE (Cont'd)</u>

A. <u>DISCONTINUANCE OF SERVICE DUE TO DEFAULT</u> (Cont'd)

- (13) Deferred Payment Agreements (Cont'd)
 - (b) <u>Nonresidential (Cont'd)</u>
 - (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.

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