

PSC No: 19 - Electricity
Rochester Gas and Electric Corporation
Initial Effective Date: June 1, 2003

Leaf No. 153
Revision: 0
Superseding Revision:

GENERAL INFORMATION

10. DISTRIBUTED GENERATION INTERCONNECTION REQUIREMENTS (Cont'd)

Customer's premises, the Company shall immediately take appropriate action to eliminate the adverse effect. If the Company determines that it needs to upgrade or reconfigure its system the Customer will not be responsible for the cost of new or additional equipment beyond the point of common coupling between the Customer and the Company.

V. ACCESS

5.1 Access to Premises: The Company shall have access to the disconnect switch of the Unit at all times. At reasonable hours and upon reasonable notice consistent with Section III of this Agreement, or at any time without notice in the event of an emergency (as defined in paragraph 4.1), the Company shall have access to the Premises.

5.2 Company and Customer Representatives: The Company shall designate, and shall provide to the Customer, the name and telephone number of a representative or representatives who can be reached at all times to allow the Customer to report an emergency and obtain the assistance of the Company. For the purpose of allowing access to the premises, the Customer shall provide the Company with the name and telephone number of a person who is responsible for providing access to the Premises.

5.3 Company Right to Access Company-Owned Facilities and Equipment: If necessary for the purposes of this Agreement, the Customer shall allow the Company access to the Company's equipment and facilities located on the Premises. To the extent that the Customer does not own all or any part of the property on which the Company is required to locate its equipment or facilities to serve the Customer under this Agreement, the Customer shall secure and provide in favor of the Company the necessary rights to obtain access to such equipment or facilities, including easements if the circumstances so require.

VI. DISPUTE RESOLUTION

6.1 Good Faith Resolution of Disputes: Each Party agrees to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner.

6.2 Mediation: If a dispute arises under this Agreement, and if it cannot be resolved by the Parties within ten (10) working days after written notice of the dispute, the parties agree to submit the dispute to mediation by a mutually acceptable mediator, in a mutually convenient location in New York State, in accordance with the then current CPR Mediation Procedure, or to mediation by a mediator provided by the New York Public Service Commission. The parties agree to participate in good faith in the mediation for a period of 90 days. If the parties are not successful in resolving their disputes through mediation, then the parties may refer the dispute for resolution to the New York Public Service Commission, which shall maintain continuing jurisdiction over this agreement.

6.3 Escrow: If there are amounts in dispute of more than two thousand dollars (\$2,000), the Customer shall either place such disputed amounts into an independent escrow account pending final resolution of the dispute in question, or provide to the Company an appropriate irrevocable standby letter of credit in lieu thereof.

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