

PSC No: 16 - Gas
Rochester Gas and Electric Corporation
Initial Effective Date: June 1, 2003
Effective:

Leaf No. 125
Revision: 0
Superseding Revision:

GENERAL INFORMATION
8. FORMS (Cont'd)

G. SERVICE AGREEMENT – SERVICE CLASSIFICATION NO. 3
CAPACITY ASSIGNMENT AGREEMENT RIDER

Rochester Gas and Electric Corporation

AGREEMENT FOR SERVICE UNDER
SERVICE CLASSIFICATION NO. 3
CAPACITY ASSIGNMENT AGREEMENT RIDER

Customers may elect the Capacity Assignment Agreement Rider, Special Provision 8 of Service Classification No. 3, for all, or a portion of their peak load subject to the availability of capacity at the role discretion of the Company when sufficient capacity is available within the requirements of upstream pipeline(s) policies and procedures.

Assignment of capacity under this rider shall become effective _____, for a primary term of _____ and will continue in effect month-to-month thereafter until terminated by either party upon 30 (thirty) days' written notice.

Customer agrees to:

1. Supply receipt and delivery point nominations to Company at least two days prior to the pipeline(s)' published nomination date for the upcoming months and,
2. Be responsible for the correction of all upstream imbalances incurred as a result of any assignment of services; and
3. Warrants that they have good title to all gas delivered to the Company, free and clear of all liens, encumbrances and claims, whatsoever, and that it will indemnify the Company and hold the Company harmless against any loss or cost incurred by the Company on account of such liens, encumbrances, and claims, and
4. Pay the Capacity Assignment Charges specified in Service Classification No. 3.

Dated: _____ By: _____

Dated: _____ By: _____

Manager, Gas Supply Services
Rochester Gas & Electric Corp.

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