

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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Revision: 0  
Superseding Revision:

## GENERAL INFORMATION

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

3. If the initial exchange of written material (and perhaps verbal discussions) does not resolve the dispute/complaint, the complaining party(ies) may request a meeting(s) to discuss the matter further. The responding party(ies) must agree to such a meeting(s) to be held within fifteen (15) calendar days following the request.
4. The parties may agree to use alternative dispute resolution techniques with mutually agreed-upon time frames that may differ from those defined in this Dispute Resolution Process.
5. If a resolution is not obtained within forty-five (45) calendar days after the initial dispute/complaint letter or the mutually agreed-upon time frame, either party may file the dispute/complaint with the DPS Staff for resolution.
6. If an ESCO/DC or RG&E believes that special circumstances (such as an emergency involving public safety, system reliability or significant financial risk) exist that would require more expeditious resolution of a dispute or complaint than might be expected under the process described here, it may submit its complaint to the Department of Public Service, with a copy provided to the other party(ies) involved in the dispute. DPS Staff will respond to such a filing by:
  - (a) expeditiously resolving the dispute/complaint; or
  - (b) advising that the standard dispute/complaint resolution process described above be followed.
7. If a dispute involves the accuracy of invoiced charges, the invoiced charges must be paid, subject to refund with the applied interest (1.5% per month). This interest is only payable when associated with a finding of deficiency on the part of the party holding the funds determined to be due the other party.

### **H. Indemnity, Limitation on Liability, and Force Majeure:**

#### **1. Indemnification:**

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

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