



## DESIGNATION OF AGENT AGREEMENT

### RG&E General Retail Access Program

\_\_\_\_\_(Principal), a corporation duly organized pursuant to the laws of the State of \_\_\_\_\_, having its principal place of business at \_\_\_\_\_, does hereby appoint \_\_\_\_\_ (Appointed Agent), a corporation duly organized pursuant to the laws of the State of \_\_\_\_\_, having its principal place of business at \_\_\_\_\_, as its agent and attorney in fact to act in any way in which Principal could act, in connection with the \_\_\_\_\_ (Utility) gas and/or electric Retail Access Program (Program).

Principal hereby authorizes Appointed Agent to act in its name, place and stead in any way in which Principal could act, to perform the following activities (check box):

- ☐ Agent only: Capacity released to ESCO; Agent accepts capacity and manages nominations under ESCO name
- ☐ Asset Manager: Capacity released to Agent; Agent accepts capacity and manages assets under Agent name

Check all pipeline(s) below:

- ☐ Eastern Gas Transmission & Storage (EGTS); formerly Dominion
- ☐ Empire (EMP)
- ☐ TransCanada (TCPL)
- ☐ Other: \_\_\_\_\_

\_\_\_\_\_  
[write in "None" if not applicable]. Such authorization shall continue unless and until Principal changes such designation in writing and promptly provides written notification to Utility. Any activities not identified above shall be in all respects the obligation of Principal to perform.

Appointed Agent hereby accepts full responsibility to perform all services that Principal is obligated to perform in connection with the Program. Appointed Agent shall be bound by and perform in accordance with Utility's Tariff, Manual, Operating Agreement and Uniform Business Practices applicable to the Program, as the same may be amended, modified, clarified, superseded or supplemented.

Utility may rely upon any instructions, whether oral or written, from Appointed Agent, and may take any actions pursuant to such instructions, which Utility deems reasonable and appropriate. Principal and Appointed Agent hereby agree to indemnify, defend and hold harmless Utility from and against any and all claims, demands, suits, actions, proceedings, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of, caused by or related to Utility's reliance on such instructions or the provisions of this instrument.

Appointed Agent agrees to keep confidential any customer information (usage, billing, and credit information) obtained from Utility or Principal. This information shall not be disclosed to any person, unless otherwise authorized by the Eligible Customer in writing. Any other customer information, including but not limited to account numbers (and any passwords used, if applicable), telephone numbers and service addresses, shall also be kept confidential and not disclosed to any person (other than the Principal), unless otherwise authorized in writing by the Eligible Customer. Utility will not disclose an Eligible Customer's usage, billing, and credit information to any person if that Eligible Customer has notified Utility, in writing, that such information should not be disclosed. The information may thereafter be disclosed to Principal or Appointed Agent only with the Eligible Customer's prior written authorization.

Appointed Agent shall provide Utility with a duly executed copy of this instrument, and any additions, modifications or changes to the same, and the modification, revocation or termination hereof shall be ineffective as to Utility unless and until actual written notice of modification, revocation or termination shall have been received by Utility from Principal.

In order to address additional administrative and operational requirements of the Federal Energy Regulatory Commission, New York State Public Service Commission, and/or the New York Independent System Operator, Utility reserves the right to modify this Agreement, as necessary, to comply with any such requirements. This Agreement will continue in effect until such time as the parties give Utility written notification that this Agreement is terminated.

Principal designates the following persons as contact persons:

(Full name & title of contact person): \_\_\_\_\_

(Contact person's address): \_\_\_\_\_

(Contact person's work phone number): \_\_\_\_\_

(Contact person's fax number): \_\_\_\_\_

(Contact person's E-mail address): \_\_\_\_\_

Principal may change the contact person, address or numbers set forth above upon not less than five (5) business days prior written notice to Utility. Any and all notices to Utility shall be sent by registered or certified mail return receipt requested, postage prepaid, addressed as follows:

Rochester Gas and Electric Corporation  
Supplier Relations Department  
180 S Clinton Avenue  
Rochester, NY 14604-1825

The Utility person or address to which notices to Utility are to be sent may be changed by Utility upon not less than five (5) business days prior written notice to Principal.

Dated: \_\_\_\_\_

[Principal]

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_

[Appointed Agent]

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_

[Principal]

STATE OF \_\_\_\_\_ :  
: ss.:  
COUNTY OF \_\_\_\_\_ :

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, before me personally came \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_, that he/she is the \_\_\_\_\_ of [Principal], the corporation described in and which executed the above Designation of Agent Agreement; and that he/she signed his/her name thereto by authority of the board of directors or by-laws of said corporation.

\_\_\_\_\_  
Notary Public

[Appointed Agent]

STATE OF \_\_\_\_\_ :  
: ss.:  
COUNTY OF \_\_\_\_\_ :

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, before me personally came \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_, New York that he/she is the \_\_\_\_\_ of [Appointed Agent], the corporation described in, and which executed the above Designation of Agent Agreement; and that he/she signed his/her name thereto by authority of the board of directors or by-laws of said corporation.

\_\_\_\_\_  
Notary Public