

GENERAL INFORMATION

11. Supply of Service:

- A. The Company shall endeavor at all times to provide a regular and uninterrupted supply of service, but in case the supply of service shall be interrupted for the purpose of making changes in or repairs to the Company's transmission or distribution system, or should fail, in whole or in part, from causes beyond the Company's control (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 because of the ordinary negligence of the Company, its employees, contractors, subcontractors, servants or agents, the Company shall not be liable therefore. The Company shall be bound in good faith to resume service as soon as reasonably possible.
- B. Compliance with directives of the New York Independent System Operator ("NYISO") shall, without limitation by reason of specification, constitute a circumstance beyond the control of the Company for which the Company shall not be liable; provided, however, that the Company shall not be absolved from any liability to which it may otherwise be subject for negligence in the manner in which it carries out the NYISO's instructions. (See Rule 11.A)
- C. Without limiting the generality of the foregoing, the Company may, without liability therefore, interrupt, reduce or impair service to any customer or customers in the event of an emergency threatening the integrity of its system, or any other systems with which it is directly or indirectly interconnected, if in its sole judgment or that of the NYISO (Rule 11.B), such action shall prevent, alleviate, or reduce the emergency condition, for such period of time as the Company, or said NYISO, deems necessary.

12. Liability:

A. Customer Equipment

Neither by inspection nor non-rejection, nor in any other way, does the Company give any warranty, expressed or implied, as to the adequacy, safety or other characteristics of any facilities owned, installed or maintained by the customer or leased by the customer from third parties.

- B. The Company shall not be liable for any injury, casualty, or damage resulting in any way from the supply or use of electricity or from the presence or operation of the Company's facilities in connection with the street lighting system, except injuries or damages resulting from the negligence of the Company (subject to Rule 11.A).

The Company shall only install those facilities requested by the customer and accepted by the Company; and, therefore, the customer shall indemnify and hold harmless the Company from any and all claims, demands and liability which may be asserted against the Company for failure to meet the recommended illumination values set forth in the American National Standard Practice for Roadway Lighting.

13. Application for Street Lighting Service:

A. New Service, New Street Light District or Different Service Classification

Written application for new service, new street light district, or a different service classification is required on the form set forth in this schedule. Such application when accepted by the Company, shall constitute an agreement between the customer and the Company, subject to the terms and conditions set forth in the applicable Service Classification(s). Where unusual expenditures are necessary to supply service because of location or character of the applicant's or customer's installation, facilities shall be constructed only when an adequate contribution toward the construction of such facilities, or other satisfactory arrangement, is made. For uniform rules, regulations and general information applicable to this Schedule, refer to Schedule P.S.C. No. 119 - Electricity or superseding issues thereof.

GENERAL INFORMATION

13. Application for Street Lighting Service: (Continued)

A. New Service, New Street Light District or Different Service Classification (Continued)

APPLICATION FOR NEW STREET LIGHTING SERVICE

Date
..

The of
(Public Agency, Public Authority, or Public Corporation)

New York, (hereinafter called "Customer"), pursuant to the attached authorization hereby applies to NEW YORK STATE ELECTRIC & GAS CORPORATION (hereinafter called "Company"), to furnish, install, operate and maintain for the Customer an electric lighting system along the streets, roads, highways and other public places in . .
.....
.....
.....

Upon acceptance by the Company, this Application will constitute an Agreement for the furnishing of street lighting service to the Schedule of Facilities requested or designated by Customer in accordance with the terms, conditions and rates set forth in Service Classification ____ of the Company's Electric Rate Schedule P.S.C. No. 121 or superseding issues thereof, as filed with the Public Service Commission of the State of New York. This contract will be effective _____, for an initial period of five years (including prior periods under contract) and thereafter until canceled by either party upon 120 days' written notice to the other party of its desire to terminate this contract.

Service Classification No. ____ of P.S.C. No. 121, as now in effect, is attached hereto and made a part hereof.

The Customer shall pay for service for the facilities installed or to be installed at the effective date hereof, as shown on the Schedule of Facilities, attached hereto. Whenever the facilities installed to render the service are subsequently replaced, increased or decreased, as provided in the Service Classification, the customer billings shall be modified to appropriately reflect these changes as denoted with an asterisk on the Customer's monthly bill.

For contracts providing service to Customer owned facilities, it shall be the responsibility of the Customer to notify the Corporation of changes to the Customer owned facilities as set forth in Special Provision A of Service Classification No. 2 of P.S.C. No. 121- Electricity, or superseding issues thereof.

ISSUED BY: Joseph J. Syta, Vice President, Controller and Treasurer, Binghamton, New York

GENERAL INFORMATION

13. Application for Street Lighting Service: (Continued)

A. New Service, New Street Light District or Different Service Classification (Continued)

All previous agreements between the parties or their predecessors covering all or a portion of the service provided for in this application will terminate on the effective date of this application, except that the obligation of the Customer to pay for service theretofore rendered under any such prior agreements shall survive.

The Customer's address for billing purposes is:

.....
(Customer)

By
.....

(Title)

Attest:

.....
.....
(Title)

ACCEPTED:

NEW YORK STATE ELECTRIC & GAS CORPORATION

Date

By

.....
(Title)

GENERAL INFORMATION

13. Application for Street Lighting Service: (Continued)

A. New Service, New Street Light District or Different service Classification (Continued)

SCHEDULE OF FACILITIES

Under Application for Street Lighting Service Agreement dated , 20

With

(Customer)

(Lighting District)

S.C. No.

Quantity

Facility

Date

By, Corporation Representative

By, Customer Representative

For uniform rules, regulations and general information applicable to this Schedule, refer to Schedule PSC No. 119 - Electricity or superseding issues thereof.

GENERAL INFORMATION

13. Application for Street Lighting Service (Continued)

B. Customer with Existing Service

A customer requesting changes to existing street lighting service is required to submit written authorization on customer letterhead to the Corporation. Upon receipt of such request, when accepted by the Corporation, will constitute an amendment to the existing agreement between the customer and the Corporation, subject to the terms and conditions set forth in the applicable Service Classification(s). Where unusual expenditures are necessary to supply service because of location or character of the applicant's or customer's installation, facilities will be constructed only when an adequate contribution toward the construction of such facilities, or other satisfactory arrangement, is made. For uniform rules, regulations and general information applicable to this Schedule, refer to Schedule P.S.C. No. 119 - Electricity or superseding issues thereof.

14. Billing and Collections:

A. When Bills Are Due:

Bills of the corporation are due upon receipt or, if mailed, three days after mailing. They are payable at any office of the Corporation or to any authorized collector.

B. Late Payment Charge:

1. For duly constituted public agencies, authorities or corporations taking service under this Schedule, a late payment charge at the rate of one and one-half percent (1 1/2%) per month will be billed on all amounts not paid on or before the past due date indicated on the bill. The date shown on the bill will not be less than twenty-three days from the date the bill is mailed to customers.

The amount subject to an initial late payment charge is the current bill. Also subject to additional late payment charges is any amount in arrears including any unpaid late payment charge amounts previously billed which were not received by the Corporation before such date shown on the previous bill. Such additional late payment charges will be billed at one and one-half percent (1 1/2%) per month.

2. State Agencies: Late Payment Charge to State Agencies will be the interest rate set forth in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984, effective July 1, 1984.), as the same may be amended.

C. Rendition and Payment:

Bills shall be deemed rendered, and other notices duly given when delivered to the offices of the duly constituted public agency, authority or corporation or when mailed to such customer at the last known address of the customer, or when left at either of such places. Failure to receive such bill from the Corporation will not entitle the customer to any delay in the settlement of each month's account nor to any extension of the date after which a late payment charge becomes applicable.

Payment by mail properly stamped, addressed, and mailed on or before the past due date indicated on the bill as evidenced by the United States postmark, will be deemed to be payment prior to the application of late payment charges. A request by the customer for adjustment of bills or any other complaint does not extend the date of the undisputed portion of bills which have been duly rendered.