

### **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.