

ORANGE AND ROCKLAND UTILITIES, INC.

3rd REVISED LEAF NO. 19
SUPERSEDING 2nd REVISED LEAF NO. 19**GENERAL INFORMATION****9. LIABILITY****A. COMPANY LIABILITY****(1) Continuity of Supply**

- (a) For the purposes of this section, certain terms used herein are defined as follows: (a) "Power Pool" shall mean the New York Power Pool, as established by the New York Power Pool Agreement dated July 21, 1966, as thereafter amended or superseded, (b) "Member Companies" shall mean Central Hudson Gas & Electric Corporation, Consolidated Edison Company of New York, Inc., Long Island Lighting Company, New York State Electric & Gas Corporation, Niagara Mohawk Power Corporation, Orange and Rockland Utilities, Inc., and Rochester Gas and Electric Corporation, the original members of the Power Pool, (c) "PASNY" shall mean the Power Authority of the State of New York, (d) "Pool Participants" shall mean the member Companies and PASNY, (e) "Senior Pool Dispatcher" shall mean the employee of the Power Pool on duty at any given time at the Power Control Center of the Power Pool, then having immediate operating responsibility for the analysis of operations and the security of the integrated power systems of the Pool Participants.
- (b) The Company will endeavor at all times to provide a regular and uninterrupted supply of service (except where the terms and conditions of a particular Service Classification provide otherwise) but should it interrupt the supply of service for the purpose of making repairs or improvements in any part of the system, or in case the supply of service shall be interrupted or irregular or defective or shall fail 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, servants or agents, the Company will not be liable for damages, direct or consequential, resulting from such interruption or failure of service.

(Continued)

ISSUED: December 31, 1982

EFFECTIVE: February 15, 1983

ISSUED BY: Thomas A. Griffin, Jr., President
Pearl River, New York 10965

ORANGE AND ROCKLAND UTILITIES, INC.

4th REVISED LEAF NO. 19A
SUPERSEDING 3rd REVISED LEAF NO. 19A**GENERAL INFORMATION****9. LIABILITY (Continued)**A. COMPANY LIABILITY (Continued)(1) Continuity of Supply (Continued)

- (c) Compliance with directives of the Senior Dispatcher of the New York Power Pool (established by the New York Power Agreement dated July 21, 1966, as thereafter amended or superseded) 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 Senior Pool Dispatcher's instructions.
- (d) Without limiting the generality of the foregoing, the Company may, without liability therefore, interrupt, reduce, or impair services to any customer or customers in the event of an emergency of 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 Senior Dispatcher of the New York Power Pool, such action will prevent, alleviate, or reduce the emergency condition for such period of time as the Company, or said Senior Dispatcher, deems necessary.
- (e) Customers requiring service which is uninterrupted, unreduced, or unimpaired on a continuous basis should provide their own emergency or back-up capability.
- (f) The Company will reimburse residential consumers, served directly and indirectly, for losses actually sustained not to exceed \$100 for any one consumer for any one incident, when such losses consist of the spoilage of food or medicine due to a lack of refrigeration and will reimburse non-residential consumers, served directly and indirectly, up to \$2,000 for perishable merchandise which spoils due to a lack of refrigeration provided that these losses are caused by intentional disconnections of individual customers made in error when service has been disconnected for more than 12 hours. Consumer claims are to be filed within a 90-day period.

(Continued)

ISSUED: December 31, 1982

EFFECTIVE: February 15, 1983

ISSUED BY: Thomas A. Griffin, Jr., President
Pearl River, New York 10965

ORANGE AND ROCKLAND UTILITIES, INC.

6th REVISED LEAF NO. 19B
SUPERSEDING 5th REVISED LEAF NO. 19B**GENERAL INFORMATION****9. LIABILITY (Continued)**A. COMPANY LIABILITY (Continued)(2) Customer's Equipment

Neither by inspection or non-rejection, nor in any other way does the Company give any warranty, express or implied, as to the adequacy safety or other characteristics of any structures, equipment, lines, appliances or devices owned, installed or maintained by the customer, a Meter Service Provider or a Meter Data Service Provider or leased by the customer from third parties.

(3) Company Equipment and Use of Service

The Company shall not be liable for any injury, casualty or damage resulting from the supply or use of electricity or from the presence or operation of the Company's structures, equipment, lines, appliances or devices on the customer's premises, except injuries or damages resulting from the negligence of the Company.

(4) Retail Access Program Participants

Other than its duty to deliver electric power supply, the Company shall have no duty or liability to a customer participating in the Retail Access Program, described in Rider I, arising out of or related to a contract or other relationship between such a customer and ESCO.

The Company shall implement its Retail Access Program consistent with the guidelines in its Retail Access Plan and applicable rules of the Commission and shall have no liability to a Retail Access Program participant arising out of or related to switching ESCOs, unless the Company is negligent in switching or failing to switch a customer.

The Company shall have no duty or liability with respect to electric power supply before it is delivered by an ESCO to a point of delivery on the Company's system. After its receipt of electric power supply at the point of delivery, the Company shall have the same duty and liability for delivery service to Retail Access customers as to those receiving electric power supply from the Company.

(Continued)

ISSUED: March 21, 2001

EFFECTIVE: March 22, 2001

ISSUED BY: Stephen B. Bram, President
Pearl River, New York 10965Issued in compliance with Orders of the Public
Service Commission dated January 31, 2001
and February 26, 2001 in Case Nos. 00-E-0165
and 94-E-0952.

ORANGE AND ROCKLAND UTILITIES, INC.

1st REVISED LEAF NO. 19C
SUPERSEDING ORIGINAL LEAF NO. 19C**GENERAL INFORMATION****9. LIABILITY (Continued)**A. COMPANY LIABILITY (Continued)(5) Competitive Metering

For the purposes of this provision, "damages" shall mean and include all losses (including, but not limited to, economic loss), damages (including, but not limited to, direct, indirect, incidental, punitive, special and consequential damages), costs, expenses, judgments, claims, and attorneys' fees.

The Company shall not be liable to a customer taking Competitive Metering Services from a Meter Service Provider ("MSP") or Meter Data Service Provider ("MDSP"), or purchasing or owning the meter(s) used to measure the Company's service, for any damages caused by the Company's conduct in compliance with, or as permitted by, the Company's rate schedules, the Operating Agreement between the Company and the MSP or MDSP or any legal or regulatory requirements related to Competitive Metering Services or customer ownership of meters.

The Company shall not be liable to a customer taking Competitive Metering Services from an MSP or MDSP for any damages caused to the customer by any failure of the MSP or MDSP to comply with the Company's rate schedules, the Operating Agreement between the Company and the MSP or MDSP or for any damages caused by equipment installed or actions taken by the MSP or MDSP.

The Company shall not be liable to a customer for any damages caused by an MSP's or MDSP's failure to perform any commitment to the customer, including, but not limited to the MSP's or MDSP's obligation to provide metering services or meter data services to the customer.

The Company shall not be liable to any customer for any damages resulting from any acts, omissions, or representations made by an MSP or MDSP in connection with soliciting customers for Competitive Metering Services or performing any of its functions in rendering Competitive Metering Services.

(Continued)

ISSUED: March 21, 2001

EFFECTIVE: March 22, 2001

ISSUED BY: Stephen B. Bram, President
Pearl River, New York 10965Issued in compliance with Orders of the Public
Service Commission dated January 31, 2001
and February 26, 2001 in Case Nos. 00-E-0165
and 94-E-0952.

GENERAL INFORMATION**9. LIABILITY (Continued)****B. CUSTOMER OBLIGATIONS****(1) Company Property**

The customer shall exercise reasonable diligence in protecting the Company's property on his premises, and may be liable to the Company in case of loss or damage caused by his negligence or that of his employee.

(2) Interference with Property

The customer shall not disconnect, change connections, make connections or otherwise interfere with meters and meter seals or other property or permit same to be done by anyone other than authorized employees of the Company, the customer's Meter Service Provider or the customer's Meter Data Service Provider.

(3) Termination of Service

All customers are required to notify the Company or the customer's Meter Data Service Provider, to prevent liability for service used by succeeding tenants, when vacating their premises. Upon receipt of such notice the Company or the customer's Meter Data Service Provider, as applicable, will read the meter and further liability for service used on the part of the vacating customer will cease.

ISSUED: March 21, 2001

EFFECTIVE: March 22, 2001

ISSUED BY: Stephen B. Bram, President
Pearl River, New York 10965Issued in compliance with Orders of the Public
Service Commission dated January 31, 2001
and February 26, 2001 in Case Nos. 00-E-0165
and 94-E-0952.