

ORANGE AND ROCKLAND UTILITIES, INC.

ORIGINAL LEAF NO. 23R

DEPOSIT WAIVER FORM

THIS AGREEMENT, dated as of the _____ day of _____ 19 ____ between Orange and Rockland Utilities, Inc. ("Orange and Rockland"), a New York corporation having its principal place of business at One Blue Hill Plaza, Pearl River, NY 10965 ("Customer"), a New York _____ having an office at _____

WITNESSETH:

WHEREAS, Customer has requested that Orange and Rockland supply it with gas and electric service;

WHEREAS, Orange and Rockland may require a monetary deposit as a precondition to supplying said electric and gas service; and

WHEREAS, Customer and Orange and Rockland wish to enter into an Agreement whereby an alternative to a monetary deposit will be provided;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, Orange and Rockland and Customer agree as follows:

1. In order to provide electric and gas service to the Customer at its premises located at _____ ("Premises"), NYCRR 13.7 allows Orange and Rockland to require a deposit of \$ _____ as detailed below:

Account NumberAmount of Deposit

2. In consideration of Orange and Rockland waiving said monetary deposit, Customer agrees to the following conditions:

- (a) Customer will pay all bills rendered for gas and electric service upon receipt of bills so that such payment will be received by Orange and Rockland or one of its authorized agents by no later than 10 calendar days from the date of the bill.

(Continued)

ISSUED: February 16, 1988

EFFECTIVE: March 18, 1988

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

DEPOSIT WAIVER FORM (Continued)

(b) Pursuant to NYCRR 13.7(d), Customer waives its right not to be sent a final termination notice until 20 calendar days after payment is due. By waiving the right, Orange and Rockland may serve a final termination notice upon Customer at any time after 10 days from the date of the bill. Moreover, unless Customer pays all outstanding bills upon receipt of said termination notice, Orange and Rockland may immediately terminate service.

3. Failure of Orange and Rockland to insist upon strict performance of any of the provisions of this Agreement or failure or delay of Orange and Rockland in exercising any rights or remedies provided herein shall not release Customer from any of its obligations under this Agreement and shall not be deemed a waiver of any rights of Orange and Rockland to insist upon strict performance of Customer's obligations or be deemed a waiver of any of Orange and Rockland's rights or remedies under this Agreement. Any waiver shall be effective only if in writing and signed by Orange and Rockland's authorized representative, and only with respect to the particular case expressly covered therein.

4. If Customer fails to comply with the terms of this Agreement, Orange and Rockland may declare this Agreement to be in default and require a monetary deposit from Customer in compliance with the provisions of NYCRR 13.7. Customer shall be considered in default of this Agreement if a final termination notice is issued to Customer on more than one occasion.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

ORANGE AND ROCKLAND UTILITIES, INC.

By _____

By _____

Title _____

Title _____

Date _____

Date _____

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