

..DID: 10711
..TXT: PSC NO: 15 ELECTRICITY LEAF: 224
COMPANY: CENTRAL HUDSON GAS & ELECTRIC CORPORATION REVISION: 0
INITIAL EFFECTIVE DATE: 02/01/00 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 12/01/99 STATUS: Effective EFFECTIVE: 02/01/00

SERVICE CLASSIFICATION NO. 8 (Cont'd)

PUBLIC STREET AND HIGHWAY LIGHTING (Cont'd)

SPECIAL PROVISION (Cont'd)

- 8.6 Upon termination of service hereunder the Company shall have the right within a reasonable time thereafter to remove all facilities placed, installed or used by it to provide the service hereunder.

Upon making such removal, the Company shall leave the public streets and places affected thereby in the same or as good condition as they were immediately prior thereto.

- 8.7 When in the judgement of the Company an existing facility requires abnormal expenditures because of damage through vandalism or otherwise, service to the location may be terminated and the facility removed, or the Company may require that special provisions be made for the protection and maintenance of the facilities.

LIABILITY

The failure of the Company to furnish any part of the service to be provided under this Service Classification shall not be construed as a breach of contract or render the Company liable for damages to the customer if such failure is caused by reason of accidents, strikes, state or municipal interference, action of the elements or other causes beyond the reasonable control of the Company, by absence of a report to the Company of lamps not burning or by the inability of the Company to obtain, without legal proceedings, the necessary consent for the erection of the poles, wires and other equipment required to furnish the service herein contemplated.

No person, not a party to this contract, shall have any claim against either party hereto for any loss or damage arising out of the performance or nonperformance of the work or services provided for in this agreement, whether such loss or damage be the result of negligence or any other cause.

The customer shall indemnify and save harmless the Company from and against all liability for damages or injuries to persons or property arising from the installation or maintenance of any customer owned equipment or any act of the customer, its agents, servants or employees.

Issued by: Arthur R. Upright, Senior Vice President, Poughkeepsie, New York