

PSC No: 19 - Electricity  
Rochester Gas and Electric Corporation  
Initial Effective Date: June 1, 2003

Leaf No. 154  
Revision: 0  
Superseding Revision:

## GENERAL INFORMATION

### 10. DISTRIBUTED GENERATION INTERCONNECTION REQUIREMENTS (Cont'd)

#### VII. INSURANCE

**7.1 Disclosure:** The Customer is not required to provide general liability insurance coverage as part of this Agreement, the SIR, or any other Company requirement. Due to the risk of incurring damages, the Public Service Commission recommends that every distributed generation customer protect itself with insurance, and requires insurance disclosure as a part of this Agreement. The Customer hereby discloses as follows:

(Note: Check off one of the boxes below.)

☐ the Customer has obtained, or already has in effect under an existing policy, general liability insurance coverage for operation of the Unit and intends to maintain such coverage for the duration of this Agreement (attach Certificate of Insurance or copy of Policy); or

☐ the Customer has not obtained general liability insurance coverage for operation of the Unit and/or is self-insured.

**7.2 Effect:** The inability of the Company to require the Customer to provide general liability insurance coverage for operation of the Unit is not a waiver of any rights the Company may have to pursue remedies at law against the Customer to recover damages.

#### VIII. MISCELLANEOUS PROVISIONS

**8.1 Third Parties:** This Agreement is intended solely for the benefit of the parties hereto. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party to this Agreement.

**8.2 Severability:** If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such portion or provision shall be deemed separate and independent, and the remainder of this Agreement shall remain in full force and effect.

**8.3 Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements or understandings, whether verbal or written.

**8.4 Waiver:** No delay or omission in the exercise of any right under this Agreement shall impair any such right or shall be taken, construed or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. In the event that any agreement or covenant herein shall be breached and thereafter waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**8.5 Applicable Law:** This Agreement shall be governed by and construed in accordance with the law of the State of New York.

ISSUED BY: James A. Lahtinen, Vice President Rates and Regulatory Economics, Rochester, New York