

PSC NO: 214 ELECTRICITY
NIAGARA MOHAWK POWER CORPORATION
INITIAL EFFECTIVE DATE: April 1, 2018

LEAF: 44.0.1
REVISION: 2
SUPERSEDING REVISION: 1

STAMPS: Issued in Compliance with Order in Case 17-E-0238, dated March 15, 2018.

SERVICE CLASSIFICATION NO. 2 (Continued)

- e. If the customer and the Company reach agreement as to the price and other terms and conditions under which the customer will purchase part or all of the Company's street lights as provided herein, the customer and the Company will enter into the following agreements to effectuate the sale of such street lights:
 - 1. A purchase and sale agreement to be approved by the PSC under §70 of the Public Service Law providing, among other things, that the street lights in question are sold on an "as is, where is" basis with no representations or warranties of any kind. The purchase and sale agreement shall require the customer to install electric disconnection equipment complying with Company standards on all of the street lights acquired by the customer within twenty-four (24) months and shall also require the customer to provide the Company with firm security in a form acceptable to the Company for the Company's estimate of its cost of performing such work, inclusive of all applicable overheads and adders. The customer will be responsible for the costs of installing electric disconnection equipment.
 - 2. An attachment agreement authorizing the customer to attach its street lights to the Company's poles, wires and other electric infrastructure.
 - 3. A service agreement between the customer and the Company providing for the supply of electricity to be used in such street lights under the applicable provisions of this Tariff or the Company's General Electric Tariff.
- f. The Company shall file any purchase and sale agreement entered into between the Company and the customer with the Commission under PSL §70 no later than sixty (60) days after its date of execution.
- g. Ownership of the street lights in question will transfer from the Company to the customer upon the latter of:
 - 1. the execution and delivery of the purchase and sale agreement;
 - 2. the approval of the purchase and sale agreement by the PSC;
 - 3. the payment by the customer of the purchase price established in the purchase and sale agreement and the provision by the customer of firm security for any Separation Work that the customer elects to have performed by any entity other than the Company; and
 - 4. the execution and delivery of the other agreements contemplated in subpart (d) of this Rule.
- h. For the 24-month period following the transfer of street light assets from the Company to a municipal customer, the conversion to an LED luminaire from a non-LED luminaire will not constitute a material change.