

PSC NO: 214 ELECTRICITY  
COMPANY: NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: JUNE 1, 2016  
STAMPS: Issued in compliance with Notice issued by the PSC on December 23, 2015 in Case 15-E-0747.

LEAF: 44.0.2  
REVISION: 0  
SUPERSEDING REVISION:

## SERVICE CLASSIFICATION NO. 2 (Continued)

8. Purchase of Company Facilities (Continued)

- e. Ownership of the street lighting Facilities 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.
- f. Nothing herein shall require the Company to transfer to the customer any of its interests in real property or to obtain any interests in real property or other licenses or permits on the customer's behalf. To the extent that the customer will require any such interests as a result of its acquisition of street lighting Facilities under this Rule, the customer shall be solely responsible for obtaining such rights.
- g. The Company shall release the security provided by the customer for Separation Work to be performed by any entity other than the Company upon receipt of proof acceptable to the Company that all such work has been completed. If all such work has not been completed within the time limit established in the purchase and sale agreement, the Company shall notify the customer of its intention to perform such work on the customer's behalf. Upon completion of such work, the Company shall determine its actual costs of performing such work, inclusive of all overheads and adders, and shall invoice the customer for that amount. If any invoice issued by the Company for such work is not paid within thirty (30) days, the Company may draw on the firm security provided by the customer for such purposes and shall either release any security amounts in excess of such costs or shall include any remaining costs of such work in its bills to the customer for street lighting service. Upon timely payment of the full amount of any such invoice, or upon receipt of proof that such work has been performed by the Customer or its contractor, the Company shall promptly release any security provided by the customer.
- h. Upon completion of the Detailed Transfer Study and upon completion of any Separation Work to be performed by the Company and any Reconfiguration Work, the Company shall determine its actual cost of performing such work, inclusive of all overheads and adders. If such actual costs are less than the amount of the prepayment received from the customer for such work, the Company shall refund the balance of such prepayment to the customer. If such actual costs exceed the amount of the prepayment provided by the customer, the Company shall invoice the customer for the net amount due. If any such invoice issued by the Company is not paid within thirty (30) days, the Company shall include any amounts due to it in its bills to the customer for street lighting service.

Issued by Kenneth D. Daly, President, Syracuse, NY