

PSC NO: 219 GAS  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: 05/20/09  
STAMPS: Issued in Compliance with Order of PSC in Case 08-G-0609 dated 05/15/09.

LEAF: 88  
REVISION: 2  
SUPERSEDING REVISION: 0

## GENERAL INFORMATION

### 15. BILLING AND COLLECTION: (continued)

#### 15.10.7 Renegotiating Agreements:

15.10.7.1 If a customer or applicant can demonstrate that his or her financial circumstances have changed significantly because of conditions beyond his or her control, the Company will amend the terms of the agreement to reflect such changes.

#### 15.10.8 Broken Agreements:

15.10.8.1 If a customer fails to make timely payment in accordance with the terms of a payment agreement, the Company will send a reminder notice before issuing a final notice of termination. If the customer fails to pay by the 20th day after payment was due and has not negotiated a new agreement, the Company may demand full payment of the total outstanding charges and issue a final termination notice in accordance with 16 NYCRR 11.4 and 11.10 and Rule 9.1.

### 16. SPECIAL SERVICES PERFORMED BY COMPANY FOR CUSTOMER AT A CHARGE:

- 16.1 Whenever, at a customer's or applicant's request, Company relocates equipment or facilities to suit the convenience of customer or applicant, customer or applicant shall reimburse Company the cost incurred by Company.
- 16.2 Whenever, at customer's request, Company performs thermocouple replacement, customer shall reimburse Company for the cost incurred by Company. The Company's cost shall include time and material charges, as set forth on the effective Gas Appliance Repair Statement. The Gas Appliance Repair Statement will be duly filed with the Public Service Commission apart from this rate schedule not less than thirty (30) days prior to its effective date. The Company will update the Gas Appliance Repair Statement upon any significant changes (greater than ten (10) percent) of the Company's cost.
- 16.3 Whenever, at customer's request, Company provides construction, operation, and maintenance services to customer-owned facilities not including appliance repair, customer shall reimburse Company for the fully loaded cost incurred by the Company. Revenues resulting from the services provided under this Rule 16.3 will accrue to the benefit of ratepayers. Any services provided by the Company under this Rule 16.3 will be subject to the following conditions:

Issued By: Thomas B. King, President, Syracuse, New York