

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: 44.0.1
REVISION: 0
SUPERSEDING REVISION:

SERVICE CLASSIFICATION NO. 2 (Continued)

8. Purchase of Company Facilities (Continued)

2. "Reconfiguration Work" is defined as the work required to be performed by the Company in order to continue to provide safe and reliable electric service to the customer purchasing the street lighting Facilities or to its other electric service customers after the separation of the street lighting Facilities to be sold. The customer shall reimburse the Company for actual costs incurred, including all applicable overheads and adders, for all Reconfiguration Work.

The Company shall have no obligation to commence work on the Detailed Transfer Study until the customer signs a study agreement and pays the Company's estimated costs of performing that study, subject to reconciliation as described below. The Company and the customer may discuss the Company's proposal prior to the execution of that study agreement.

- d. If the customer and the Company reach agreement as to the price at which the customer will purchase the Company's street lighting Facilities, the customer and the Company will enter into the following agreements to effectuate the sale of these Facilities:
 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 lighting Facilities in question are sold on an "as is, where is" basis with no representations or warranties of any kind. In that agreement, the customer shall represent and warrant to the Company that any personnel that work on the street lighting Facilities to be acquired by the customer will be electrically qualified to accommodate the environment within which those street lighting Facilities and other electrical equipment shall exist and shall at all times be in compliance with established codes, standards and Good Utility Practice in connection with work in close proximity to electrical equipment and shall agree to indemnify, defend and hold the Company harmless for any injury, damage, loss or claims resulting from any breach by the customer of this representation and warranty.

The purchase and sale agreement shall also obligate the customer to pay the Company's estimated cost of any Separation Work that the customer elects to have performed by the Company and of any Reconfiguration Work, all of which estimated costs will be included in the purchase price, subject to reconciliation as described below. In the event that the customer elects not to have the Separation Work performed by the Company, the purchase and sale agreement shall require the customer to cause the Separation Work to be completed within one year, or such other period as the customer and the Company shall agree, 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 the cost of the Separation Work.
 2. An attachment agreement authorizing the customer to attach its street lighting equipment 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 facilities under the applicable provisions of this Tariff or the Company's Tariff PSC No. 220 Electricity.

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