

PSC NO: 214 ELECTRICITY
 COMPANY: NIAGARA MOHAWK POWER CORPORATION
 INITIAL EFFECTIVE DATE: MAY 21, 2012

LEAF: 9.2.1
 REVISION: 0
 SUPERSEDING REVISION:

GENERAL INFORMATION

IV. TERMS AND CONDITIONS APPLICABLE TO ALL SERVICE CLASSIFICATIONS

D. Billing Discrepancies SC-1, 2, 3, 4, 6

1. Billing Discrepancy Notification

The customer shall provide written notice to the Company of a billing dispute, which shall consist of a complete description of the disputed billing elements including, but not limited to, the account number, billing components and time period(s) in question.

2. Customer Records

The Company shall have no obligation to produce documents relating to applications or requests for service, or documents relating to additions, deletions, modifications or changes in service that were made more than six (6) years from the time of such request for documents.

3. Adjustment of Previous Bills

Previous billing period bills for a customer account shall be adjusted, as applicable, using Intra-Account Netting. If the application of this method results in a net overbilling, a refund or credit will be issued to the customer. If the application of the method results in a net underbilling, then the recovery of that amount is subject to the applicable backbilling rules.

4. Backbilling

The application of backbilling shall be consistent with the rules and procedures set forth in 16NYCRR, Section 13.9 and as presented in Rule 26 of the electric tariff. The Company shall not render a backbill more than six (6) months after the Company became aware of the circumstances, error or condition that caused the underbilling, unless a court extends the time to render a backbill. The Company shall not bill a customer for service rendered more than twenty-four (24) months prior to the Company actually becoming aware of the circumstance, error, or condition that caused the underbilling, unless the Company can demonstrate that the customer knew or reasonably should have known that the original billing was incorrect.

Term

SC-1, 2, 3, 4, 6

The initial term of service shall be as mutually agreed upon between customer and Company but not less than one (1) year or more than five (5) years as may be further defined within the service classification. Service shall continue in effect from year to year thereafter until canceled by either party upon ninety (90) days prior written notice.

In the event service is terminated at the customer's request as defined in General Provisions, Termination of Service, prior to completion of the initial term as specified, the customer shall be obligated to pay the Minimum Charge as is further defined within the service classification.

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