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PSC NO: 214 ELECTRICITY NIAGARA MOHAWK POWER CORPORATION INITIAL EFFECTIVE DATE: NOVEMBER 16, 2009 LEAF: 86 REVISION: 9 SUPERSEDING REVISION: 8

SERVICE CLASSIFICATION NO. 6 (Continued)

TERMS OF PAYMENT:

Bills are due and payable. Full payment must be received on or before the date shown on the bill to avoid a late payment charge of one and one-half percent $(1 \ 1/2\%)$ pursuant to Rule 26.4 of the Electric Tariff.

TERM:

The initial term of service shall be as mutually agreed upon between applicant/customer and Company but not less than one year or more than five years. Service shall continue in effect thereafter until canceled by either party upon ninety (90) days prior written notice.

SPECIAL PROVISIONS:

A. <u>Customer Responsibilities</u>

Where street lighting system is wholly owned by customer:

- 1. Customer is responsible for furnishing and installing all street lighting equipment. Installation of street lighting equipment may be performed by Company upon prior arrangement at customer's expense.
- 2. Customer owned equipment must be installed prior to connection to Company's service circuits.
- 3. Customer's attachments and connections shall be in accordance with the requirements and specifications of the National Electric Safety Code, Company specifications, and specifications of other joint users and prior licensees.
- 4. Customer's equipment and wiring installed by them or their designated agent shall be approved by a competent inspection agency.
- 5. Connection to the Company's system shall be made only by Company's personnel or its designee.
- 6. Customer shall furnish a map of its street lighting system for Company approval which indicates the location, the type of lamp (e.g., high pressure sodium), the nominal wattage rating of the lamp and the location and type of underground construction in triplicate with its application for service.
- 7. Customer will be required to physically identify poles by an identification system mutually agreed to by customer and Company and so depicted on Company approved map.

B. <u>Company Maintenance of Customer Equipment</u>

All maintenance shall be performed by customer, except as defined under CHARACTER OF SERVICE. Upon customer's request and Company's approval, the Company may perform additional maintenance on customer equipment at customer's expense.

C. Additional Company Services

Any service(s) provided by Company not identified under RATE will be charged to the customer separately from the monthly service bill. Such charges will include all labor, transportation, material and applicable overheads.