

PSC NO: 214 ELECTRICITY  
 NIAGARA MOHAWK POWER CORPORATION  
 INITIAL EFFECTIVE DATE: SEPTEMBER 1, 2020  
 STAMPS:

LEAF: 44.0.1  
 REVISION: 3  
 SUPERSEDING REVISION: 2

### SERVICE CLASSIFICATION NO. 2 (Continued)

- e. Following the Company's receipt of the customer's purchase commitment on customer letterhead based upon the mutual understanding of the initial estimated price and other terms and conditions under which the customer will purchase part or all the Company's street lights as provided herein, the customer and the Company will enter into the following agreements to effectuate the sale of such street lights:
  - i. The Company will provide the customer a purchase and sale agreement (PSA) within sixty (60) calendar days. The PSA including the initial purchase price estimate will remain effective for a term period of one-hundred twenty (120) calendar days following issuance. Expiration of the PSA term period will re-establish the requirement beginning with (b) above.
  - ii. The PSA to be approved by the PSC under §70 of the Public Service Law providing, among other things, that the street lights in question are sold on an "as is, where is" basis with no representations or warranties of any kind. The PSA shall require the customer to install electric disconnection equipment complying with Company standards on the street lights acquired by the customer within twenty-four (24) months following the transaction closing. The Company shall also require the customer to provide the Company at the time of transaction closing with firm security in a form acceptable to the Company for the Company's estimate of its cost of performing such disconnect work inclusive of all applicable overheads and adders and which security shall remain in effect until the Company, in its sole discretion, is in receipt of acceptable proof of completion. The customer will be responsible for all costs of installing electric disconnection equipment and any associated inspections and/or actions/requirements necessary to provide acceptable proof of installation.
  - iii. An attachment agreement authorizing the customer to attach its street lights to the Company's poles, wires and other electric infrastructure.
  - iv. A service agreement between the customer and the Company providing for the supply of electricity to be used in such street lights under the applicable provisions of this Tariff or the Company's General Electric Tariff.
- f. The Company shall file updated estimated price information in addition to the PSA entered into between the Company and the customer with the Commission as required under PSL §70 no later than sixty (60) calendar days after the execution date of the PSA.
- g. Ownership of the street lights in question will transfer from the Company to the customer on a mutually agreed upon purchase and sale transaction closing date upon the latter of:
  - i. the execution and delivery of the PSA;
  - ii. the approval of the PSA by the PSC;
  - iii. the Company will provide the final purchase price and other associated costs to the customer not less than fourteen (14) calendar days prior to the closing date;
  - iv. the receipt of customer payment for the issued Company invoices on the closing date;
  - v. the firm security in the form acceptable to the Company for any Separation Work that the customer does not have performed by any entity other than the Company; and
  - vi. the execution and delivery of the other agreements contemplated in subpart (d) of this Rule.
- h. For the 24-month period following the transfer of street light assets from the Company to a municipal customer, the conversion to an LED luminaire from a non-LED luminaire only will not constitute a material change.