Status: CANCELLED Received: 07/31/2020 Effective Date: 03/01/2022

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

REVISION: 15 SUPERSEDING REVISION: 14

GENERAL INFORMATION

V. TERMS AND CONDITIONS APPLICABLE TO SPECIFIC SERVICE CLASSIFICATIONS

TERM:

SC-1

LEAF: 10

The initial term of service shall be as mutually agreed upon between customer and Company but not less than three (3) 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.

SC-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.

PROVISIONS:

B. <u>Special Provisions</u>

1. Ancillary Equipment

SC-1, 2, 6

Specific to the applicability of the service provided under the service classification, at the request of the customer, the Company shall take reasonable actions to procure and install the necessary ancillary equipment, including but not limited to shields, visors, louvers and protective devices, for the purpose of providing special control of light distribution or vandal prevention of the facilities in-service, provided all ancillary equipment costs and associated service charges are the responsibility of the customer.

2. Attachments to Company Facilities

SC-1, 2, 6

As a condition of service hereunder, the Company has exclusive rights of ownership of the Company facilities either defined within this service classification or utilized to provide service herein and reserves the privilege and sole discretion to permit the use of such facilities for the support and physical attachment of other, non-company owned equipment under the terms and conditions of a separate agreement or license. The Company may, at its sole discretion, provide electric delivery service as applicable under another service classification in the Electric Tariff. The Company will have no responsibility for the attachments except as defined in the separate agreement or license. The attachment will not adversely impact the service as defined within this service classification.

2. <u>Customer Equipment Identification</u>

SC-4

3. <u>Customer Equipment Identification</u>

SC-3

5. <u>Customer Equipment Identification</u>

SC-2, 6

As a condition of service hereunder, the customer is responsible for the installation of Company specified identification including but not limited to tagging to designate customer-ownership of equipment and unique location identification labeling incorporating a numbering sequence or other designation to assist in ownership and location verification. The customer is also required to provide identification in accordance with ANSI-NEMA Standards for Roadway and Area Lighting Equipment – Luminaire Field Identification, (ANSI-NEMA C136.15, latest revision), as applicable. The Company reserves the right to terminate service and confiscate Equipment that is deemed as an unauthorized attachment and/or a theft of service due to noncompliance with the identification label/tagging requirements.

Suspended to 12/30/2020 by order in Case 20-E-0380. See Supplement No. 36. The supplement filing date was 08/24/2 Suspended to 06/30/2021 by order in Case 20-E-0380. See Supplement No. 37. The supplement filing date was 12/22/3 Suspended to 12/01/2021 by order in Case 20-E-0380. See Supplement No. 38. The supplement filing date was 06/25/3 Suspended to 03/01/2022 by order in Case 20-E-0380. See Supplement No. 39. The supplement filing date was 11/19/3 Cancelled by supplement No. 40 effective 01/24/2022 Issued by John Bruckner, President, Syracuse, NY