

PSC NO: 220 ELECTRICITY  
NIAGARA MOHAWK POWER CORPORATION  
INITIAL EFFECTIVE DATE: JULY 16, 2012

LEAF: 289  
REVISION: 3  
SUPERSEDING REVISION: 2

**FORM I**  
**CUSTOMER SERVICE AGREEMENT**  
**FOR SERVICE CLASSIFICATION NO. 12**

**FOR CUSTOMERS RECEIVING A STANDARDIZED DISCOUNT PURSUANT TO SECTION 5 OF**  
**SERVICE CLASSIFICATION NO. 12**

**This Customer Service Agreement** (this "Agreement") effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date") witnesseth that:

**WHEREAS**, \_\_\_\_\_ (the "Customer"), Account Number \_\_\_\_\_, operates a facility located on the premises at \_\_\_\_\_ (the "Premises"); and

**WHEREAS**, Niagara Mohawk Power Corporation d/b/a National Grid (hereinafter called the "Company") presently operates a transmission and distribution system for electric power and is authorized to provide retail electric sales service to the Premises; and

**WHEREAS**, the Customer received, or is eligible to receive, electric service for use at the Premises from the Company under the Company's Electricity Tariff P.S.C. 220 (the "Tariff") - Service Classification No. \_\_\_\_; and

**WHEREAS**, the Customer desires to purchase electric service for use at the Premises from the Company if the Company will provide such service at a price that is competitive with the Customer's competitive alternative; and

**WHEREAS**, the Company has determined to its satisfaction that the Customer is eligible to receive service under the S.C. No. 12 \_\_\_\_\_ ("Program"); and

**NOW, THEREFORE**, in consideration of the commitments made herein and intending to be legally bound thereby, the Company and the Customer agree as follows:

**1. OBLIGATIONS TO PURCHASE AND SELL**

The Customer agrees to purchase up to its full requirements for electricity supply and delivery services at the Premises from the Company, and the Company agrees to supply and deliver up to the Customer's full requirements for electricity at the Premises for a \_\_\_\_\_ year period beginning with the first full Billing Period following the execution of this Agreement (hereinafter referred to as "the Contract Start Date") through \_\_\_\_\_, \_\_ 20\_\_.

**2. INCORPORATION OF CERTAIN TARIFF PROVISIONS**

The Company is providing discounted electric service under this Agreement pursuant to the terms of the Tariff. Except as expressly provided herein, the rights and obligations of the Company and the Customer under this Agreement shall be governed by the provisions of Service Classification No. 12 of the Tariff (Parent Service Classification No. \_\_\_\_). Nothing in this Agreement shall be interpreted as restricting the Company's right to propose any change to the Tariff which the Company may deem necessary or appropriate, nor shall anything herein be interpreted as restricting Customer's right to oppose such changes to the Tariff which the Customer may deem necessary or appropriate.

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