

PSC NO: 214 ELECTRICITY
NIAGARA MOHAWK POWER CORPORATION
INITIAL EFFECTIVE DATE: NOVEMBER 16, 2009

LEAF: 89
REVISION: 2
SUPERSEDING REVISION: 1

SERVICE CLASSIFICATION NO. 6 (Continued)

	P.S.C. NO. 214 ELECTRICITY - S.C. NO. 6 FORM "M6" - APPLICATION FOR SERVICE
---	--

BY AND BETWEEN NIAGARA MOHAWK POWER CORPORATION AND

(CITY, TOWN, VILLAGE)

(LIGHTING DISTRICT REFERENCE)

(NO.)

Date _____, 20__

The _____ of _____ County, New York, (hereinafter called "Customer"), pursuant to the attached authorization dated _____, hereby applies to NIAGARA MOHAWK POWER CORPORATION (hereinafter called "Company"), to supply electrical energy and provide lamp maintenance to Customer's electric lighting system along the streets, roads, highways and/or other public places in _____.

Upon acceptance by Company, this application shall constitute an agreement and contract for the furnishing of street lighting service in accordance with the terms and conditions set forth in Service Classification No. 6 of the Company's Schedule of P.S.C. No. 214 Electricity as now on file with the Public Service Commission of the State of New York, or in accordance with the same as from time to time changed or amended and made effective in accordance with the rules of the Commission. This agreement and contract shall be effective for the period of _____ year(s) from _____ and thereafter until canceled by either party as provided in the Service Classification.

Customer shall pay for the service as described in Schedule "SL6" and the amount set forth in its attachment dated _____, 20__ appended hereto and made a part hereof for the lamps installed or to be installed at the effective date hereof, and whenever the lamps installed are subsequently increased in size, increased in number, or decreased in number, as provided in the Service Classification, Customer shall pay for the service in accordance with the listing of lamps and other charges set forth upon a revised Schedule "SL6", which shall at its effective date supersede Schedule "SL6" theretofore in effect.

Each party shall secure compensation and pay or provide the same in the manner and to the extent provided for by applicable provisions of the Worker's Compensation Law for the benefit of its own employees, having employments within the provisions of the law and engaged in the performance of the agreement, on account of injuries arising out of or in the course of their employments. Neither party shall assign, transfer, convey, sublet or otherwise dispose of the agreement or its right, title or interest therein, or its power to execute the same to any person, company or corporation without previous consent of the other party; provided that a consolidation or merger in which the party participates shall not be deemed to be within the provisions of this paragraph.

Company shall not, without the prior written consent of the officer, board or agency awarding this contract, assign, transfer, convey, sublet or otherwise dispose of its contract or its right, title or interest therein or its power to execute such contract to any other person or corporation except that consent is hereby given by the officer, board or agency awarding this contract to Company to sublet from time to time the installation or maintenance of the facilities required, provided, however, that such consent shall in no way relieve the Company of any of its obligations to Customer under the terms and provisions of this contract.

Issued by Thomas B. King, President, Syracuse, NY