

PSC NO: 220 ELECTRICITY
NIAGARA MOHAWK POWER CORPORATION
INITIAL EFFECTIVE DATE: APRIL 27, 2009

LEAF: 291
REVISION: 0
SUPERSEDING REVISION:

FORM I
CUSTOMER SERVICE AGREEMENT
FOR SERVICE CLASSIFICATION NO. 12 (Continued)

5. PRICING

The Customer elects to receive service under the price and quantity provisions specified in Attachment A1 or Attachment A2 to this Agreement, as applicable, which Attachments A1 and A2 are incorporated into this Agreement as if fully set out herein, and to pay the amounts specified therein. All rates, charges, and fees, including any applicable adjustments within this Agreement, will be increased by a tax factor in accordance with Rule 32 of the Tariff.

6. PAYMENT OF OUTSTANDING BILLS REQUIRED

Notwithstanding any other provision of this Agreement, the Customer shall not be eligible to receive discounted service under this Agreement until the Customer pays all bills for all service rendered to the Customer by the Company which remain outstanding, if any, including any and all late penalties and or interest charges applicable thereto.

Until the Customer pays all such outstanding bills, the Customer shall be required to receive Electric Service from the Company under the provisions of Service Classification No. ____ of the Tariff and to pay the rates and charges in the Tariff applicable thereto.

7. TERMINATION

Customer agrees that, in the event it fails to make payment for Electric Service when due and thereafter fails to make payment by the due date specified in a written notice of arrears issued by Company, which due date shall be at least ten (10) days after the date of the written notice, Company has the right, at its sole option, upon written notice to Customer:

- A. to terminate this Agreement effective retroactive to the first date of the Billing Period covered by the unpaid Company invoice. Upon Company's termination of this Agreement, Customer shall pay for Electric Service at the applicable Tariff rates, as of the effective retroactive date of termination.

OR

- B. to suspend the pricing provisions of this Agreement, effective retroactive to the first date of the Billing Period covered by the unpaid Company invoice, until the Customer's account is made current. Upon Company's suspension of the pricing provisions of this Agreement, Customer shall continue to receive and accept Electric Service in accordance with Section 7A, but shall pay for Electric Service at the applicable Tariff rates, as of the effective retroactive date of suspension, and not at the rates specified in Attachment A1 or Attachment A2, as applicable, to this Agreement. Once the Customer's account is made current, the pricing provisions of this Agreement will again be made applicable to the Customer's purchase of Electric Service, as of the first date of the Billing Period in which the Customer's account is made current. During the period of Company's suspension of the pricing provisions of this Agreement, Customer shall not have the right to terminate this Agreement, notwithstanding any other provisions to the contrary set forth in this Agreement.

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