

PSC NO: 219 GAS
NIAGARA MOHAWK POWER CORPORATION
INITIAL EFFECTIVE DATE: 08/01/03

LEAF: 226
REVISION: 0
SUPERSEDING REVISION:

SERVICE CLASSIFICATION NO. 14
GAS TRANSPORTATION SERVICE FOR DUAL FUEL ELECTRIC GENERATORS (CONTINUED)

SPECIAL PROVISIONS: (continued)

12. Force Majeure :

- A. Definition of Force Majeure Events - The term Force Majeure means an event (i) that was not within the control of the party claiming its occurrence (ii) that could not have been prevented or avoided by such party through the exercise of due diligence; and (iii) that prohibits or prevents such party from performing its obligations under this agreement. Events that may give rise to a claim of Force majeure include:
1. Acts of God, including earthquakes, epidemics, fires, floods, hurricanes, landslides, lightning, storms, washouts, blowouts, freezing of wells or lines of pipe used to supply the gas described in this Agreement and other similar unusual and severe natural calamities;
 2. Acts of the public enemy, wars, blockade, insurrections, riots, civil disturbances and arrests;
 3. Strikes, lockouts or other industrial labor disturbances;
 4. Explosions, breakage, accidents to equipment or lines of pipe used to supply or affecting the use of the gas described in this Agreement;
 5. The imposition by a Government Authority, court or other governmental authority having jurisdiction of binding laws, conditions, limitations, orders, rules or regulations that prevent or prohibit a party from performing, provided such governmental action has been resisted in good faith by all reasonable legal means.
- B. Notice and Limitation on Obligations Under Force Majeure - If either party because of Force Majeure is rendered wholly or partly unable to perform its obligations under this Agreement, except for the obligation to make payments of money for services previously rendered, such party will be excused from whatever performance is affected by the Force Majeure, but only to the extent so affected, provided that:
1. The non-performing party, as soon as reasonably practicable, will provide oral notice of the Force Majeure event to the other party in accordance with Special Provisions: Notices of this Service Classification, followed by written notice (via facsimile, telex, or telecopy or computer hook-up, if available) within forty-eight (48) hours after provision of the oral notice;
 2. Within five (5) days after the commencement of the Force Majeure, the non-performing party will give the other party written notice describing the particulars of the occurrence;

Issued By: William F. Edwards, President, Syracuse, New York