

..DID: 950
..TXT: PSC NO: 218 GAS LEAF: 215
COMPANY: NIAGARA MOHAWK POWER CORPORATION REVISION: 0
INITIAL EFFECTIVE DATE: 09/12/97 SUPERSEDING REVISION:
STAMPS:
Cancelled by 1 Rev. Leaf No. 215 Effective 10/01/1998
RECEIVED: 07/03/97 STATUS: Cancelled EFFECTIVE: 09/12/97

Agreement Application for the Transportation of
Customer-Owned Gas
Form "T" (continued)

For Service Classification No. 5 Firm

Customer acknowledges and understands that if Customer executes this certification, and opts not to pay the Demand Cost Adjustment rate, Customer may forfeit its ability to obtain future sales service under the Company's Tariff. Customer takes full responsibility and assumes all liability including, but not limited to, contingent liability for its decision to execute this certificate and opt not to pay the Demand Cost Adjustment rate.

For firm transportation service the Customer _____ (agrees or does not agree) to retain the right to return to a "sales customer" and to pay the Demand Cost Adjustment rate in accordance with Special Provision B.2 of Service Classification No. 5.

For Service Classification No. 7 Firm

The Customer certifies that all of the operations for which Low-Volume Gas Transportation service is taken under Service Classification No. 7 of the Niagara Mohawk Power Corporation (Company) P.S.C. No. 218 Gas Tariff have existing dual fuel capability in full working order.

Upon execution of this certification, Customer will have the option of paying to the Company the Demand Cost Adjustment rate, as described in Service Classification No. 7.

Customer acknowledges and understands that if Customer executes this certification, and opts not to pay the Demand Cost Adjustment rate, Customer may forfeit its ability to obtain future sales service under the Company's Tariff. Customer takes full responsibility and assumes all liability including, but not limited to, contingent liability for its decision to execute this certificate and opt not to pay the Demand Cost Adjustment rate.

For firm transportation service, the Customer _____ (agrees or does not agree) to retain the right to return to a "Sales Customer" and to pay the Demand Cost Adjustment rate in accordance with Special Provision A.4 of Service Classification No. 7

For Service Classification No. 8

The Customer agrees that the initial term of service is for one year commencing _____ (date) and may be renewed on a year to year basis thereafter. Cancellation requires written notice by the Company or Customer thirty days prior to the expiration of the annual term of service.

Issued By: Albert J. Budney, Jr., President, Syracuse, New York