

PSC NO: 220 ELECTRICITY
NIAGARA MOHAWK POWER CORPORATION
INITIAL EFFECTIVE DATE: APRIL 24, 2017

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 FOR SERVICE CLASSIFICATION NO. 12 (this "Agreement"), ~~is made and entered into~~ effective ~~as of~~ the ____ day of _____, 20__ (the "Effective Date"), ~~by and between~~ _____ (the "Customer"), a [corporation, limited liability corporation, public benefit authority] organized and existing under the laws of the State of _____ with its principal place of business at _____, and **NIAGARA MOHAWK POWER CORPORATION d/b/a NATIONAL GRID ("National Grid")**, a New York corporation having offices at 300 Erie Boulevard West, Syracuse, New York 13202 (each individually, a "Party" and, collectively, the "Parties"). ~~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~~ National Grid provides electric service to the Customer at the Premises pursuant to the provisions of its Tariff P.S.C. No. 220 – Electricity (the "Tariff"), on file with the New York State Public Service Commission (the "Commission"), as the Tariff may be modified and in effect from time to time ~~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~~ National Grid under Service Classification ("S.C.") No. 12 of the Tariff, and National Grid has determined ~~to its satisfaction~~ that the Customer is eligible to receive such 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~~ National Grid and the Customer agree as follows:

1. OBLIGATIONS TO PURCHASE ~~AND SELL~~ PROVIDE DELIVERY SERVICE

The term of this Agreement shall be from the **EFFECTIVE DATE THROUGH AND UNTIL THE _____ DAY OF _____, 20__** (the "Term"). During the Term, ~~the~~ Customer agrees to purchase and National Grid agrees to supply and deliver up to ~~its~~ the Customer's 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~~National Grid and the Customer under this Agreement shall be governed by the applicable provisions of the Tariff, including Service Classification S.C. No. 12 ~~of the Tariff~~ (Parent ~~Service Classification S.C. No. __~~). Nothing in this Agreement shall be interpreted as restricting ~~the Company's~~National Grid'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, or the~~ Customer's right to oppose such changes ~~to the Tariff which the Customer may deem necessary or appropriate.~~

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3. RETAIL ACCESS

~~Pursuant to Rule 39 of the Tariff, Retail Access Program, t~~The Customer shall be eligible for National Grid's retail access ~~program for its requirements~~ by meeting the eligibility requirements of Rule 39 of the Tariff.

4. CONFIDENTIALITY

~~The prices and discounts extended to Customer by National Grid are confidential and commercially sensitive, and the Customer agrees to maintain the confidentiality of that information in accordance with the obligations and conditions The obligation of confidentiality established in the Non-Disclosure Agreement between the p~~Parties effective the day of _____, 20__ (the "NDA"). NATIONAL GRID RESERVES THE RIGHT TO TERMINATE SERVICE UNDER THIS AGREEMENT AND TO BE REIMBURSED THE FULL AMOUNT OF ANY SAVINGS REALIZED BY THE CUSTOMER AS A RESULT OF THIS AGREEMENT IN THE EVENT THAT THE CUSTOMER OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS DISCLOSES ANY OF THE PROVISIONS OF THIS AGREEMENT OR DISCLOSES ANY INFORMATION THAT IS COVERED UNDER THE NDA, provided, however that such remedies shall not apply to any disclosure of this Agreement, or any part thereof, by the Customer to the Commission using reasonable efforts to seek confidential treatment of such information.

~~The confidentiality obligation established in this Agreement and in the NDA,~~ shall survive the expiration or termination of this Agreement and shall continue in effect until the third anniversary of such expiration or termination, provided, however, that notwithstanding anything contained in any agreement between the Customer and ~~National Grid~~the Company, ~~the~~ Customer hereby acknowledges and agrees ~~that Company~~ National Grid shall file a copy of this Agreement and any amendments thereto with the ~~New York State Public Service~~ Commission in accordance with the Commission's order Approving Guidelines For Flexible Rate Service Contracts issued and effective April 14, 2005 in Case 03-E-1761.

5. PRICING

The Customer elects to receive service under the price and quantity provisions specified in Attachment A to this Agreement, which ~~Attachment A~~ is 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, t~~The Customer shall not be eligible to receive service under this Agreement until the Customer pays all outstanding bills for any service rendered to the Customer by ~~the Company~~National Grid ~~which~~that remain outstanding on the ~~date of execution of this Agreement~~Effective Date, 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~~National Grid under the provisions of ~~Service Classification~~S.C. No. ___ ("Parent ~~Service Classification~~S.C. No. ___") of the Tariff and to pay the rates and charges ~~in the Tariff~~ applicable thereto.

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7. TERMINATION

Except as otherwise expressly provided in this Section, the Customer may terminate this Agreement at any time by providing ~~the Company~~National Grid with thirty (30) days written notice.

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~~National Grid, which due date shall be at least ten (10) days after the date of the written notice, ~~Company~~National Grid has the right, at its sole option, upon written notice to Customer:

(i) To terminate this Agreement effective retroactive to the first date of the Billing Period (as defined in Section 8 below) covered by the unpaid ~~Company~~National Grid invoice. Upon ~~Company's~~National Grid's termination of this Agreement, the Customer shall pay for electric service at the applicable Parent ~~Service Classification~~S.C. rates, ~~as of the effective retroactive date of termination; or~~

~~OR~~

(ii) To suspend the pricing provisions of this Agreement, effective retroactive to the first date of the Billing Period (as defined in Section 8 below) covered by the unpaid ~~Company~~National Grid invoice, until the Customer's account is made current. Upon ~~Company's~~National Grid's suspension of the pricing provisions of this Agreement, the Customer shall continue to receive and accept electric service in accordance with this Section 7, but shall pay for electric service at the applicable Parent ~~Service Classification~~S.C. rates and not at the rates specified in Attachment A ~~to this Agreement, as of the effective retroactive date of suspension~~. 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~~National Grid's suspension of the pricing provisions of this Agreement, the Customer shall not have the right to terminate this Agreement, notwithstanding any other provisions to the contrary set forth in this Agreement.

~~Notwithstanding the foregoing, where the Customer's failure to pay all or part of its bill for electric service relates to the electric service rendered, Company-National Grid shall not have the right to terminate this Agreement, or to suspend the pricing provisions of this Agreement, so long as the Customer on or before the late-charge date indicated on the bill: (1) pays any undisputed portion of the bill ~~when due and in no event later than the late charge date indicated on the bill;~~ (2) advises Company-National Grid in writing, ~~on or before the late charge date specified on the bill,~~ of the specific grounds for withholding payment; and (3) places in escrow the disputed portion of the bill ~~on or before the late charge date specified on the bill.~~ ~~If (1), (2) and (3) are not accomplished by the late charge date specified on the bill, Company has the right, at its sole option, either to terminate this Agreement, or to suspend the pricing and provisions of this Agreement, as provided above.~~ ~~If (1), (2) and (3) are accomplished on or before the late-charge date specified on the bill, and the disputed portion of the bill is thereafter determined by Company-National Grid, or the Commission as appropriate, to ~~have been~~ owed to National GridCompany, the escrowed sums shall be immediately released to National GridCompany and the Customer shall promptly pay ~~Company~~ any late payment charges thereon. In the event the escrowed sums are not immediately released to CompanyNational Grid, or in the event the Customer fails to pay any late payment charges when due, Company-National Grid has the right, at its sole option, ~~to the extent allowed by law,~~ to terminate this Agreement or suspend the pricing provisions ~~of this Agreement,~~ as provided above.~~~~

Nothing contained herein affects National Grid's right to terminate all electric service to the Customer in accordance with 16 N.Y.C.R.R. §13.3, other applicable New York laws or regulations, and the Tariff.

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7. ~~TERMINATION (Continued)~~

~~Notwithstanding the foregoing, Customer further agrees that, in the event it fails to make payment for electric service when due, except for those disputed sums as discussed above, by the due date specified in a written notice of arrears, Company, in addition to any other rights it may have in law or in equity, also has the right to terminate all electric service to Customer in accordance with 16 N.Y.C.R.R. §13.3, other applicable New York laws, and the Tariff.~~

8. BILLING PERIOD

The "Billing Period" will be set at the discretion of ~~the Company~~ National Grid.

9. TRANSFERABILITY

Neither ~~party~~ Party may assign its rights or obligations under this Agreement without the prior written consent of the non-assigning ~~p~~ Party, which consent shall not unreasonably be withheld. ~~In no event shall any such assignment entitle t~~ Neither the purchaser-customer nor its assignee is entitled to receive service under this Agreement at any location other than the Premises.

10. ENTIRE AGREEMENT

This Agreement, ~~which consists of this "Customer Service Agreement for Service Classification No. 12", including~~ Attachment A, "Pricing Parameters", ~~as may be amended,~~ constitutes ~~and expresses~~ the entire understanding between ~~the Company~~ National Grid and the Customer with respect to the subject ~~matter written~~ hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement ~~or any provision hereof,~~ may only be amended by a written instrument signed by ~~authorized representatives of the Company~~ National Grid and the Customer.

11. WAIVER

No waiver shall be deemed to be made by either ~~p~~ Party to this Agreement or any of its rights under this Agreement unless such waiver shall be in writing signed by the ~~p~~ Party to be bound thereby. Each waiver, if any, shall be a waiver only with respect to the specific instance or instances involved and shall in no way impair the rights of the ~~p~~ Party bound thereby in any other respect at any other time.

12. NOTICES

Any notice or other communication in connection with this Agreement shall be in writing and shall be deemed to have been duly given or mailed when personally delivered, or mailed by registered or certified mail, return receipt requested, postage prepaid, or to such other address as the Party to whom the same is intended shall have specified in conformity with the following:

If to National Grid:
Manager
Utility Services, Analysis, and Support
Niagara Mohawk Power Corporation d/b/a National Grid
300 Erie Blvd. West

Syracuse, New York 13202

If to the Customer:

Title, Company Name

Address City, State, Zip

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12. NOTICES

~~Any notice or other communication in connection with this Agreement shall be in writing and shall be deemed to have been duly given or mailed when personally delivered, or mailed by registered or certified mail, return receipt requested, postage prepaid, or to such other address as the party to whom the same is intended shall have specified in conformity with the following:~~

~~If to the Company,~~

~~Manager, Policy, Rates and Training, Niagara Mohawk Power Corporation,
300 Erie Blvd. West Syracuse, New York 13202~~

~~If to the Customer,~~

~~Title, Company Name~~

~~Address City, State, Zip~~

13. REALES PROHIBITED

All services furnished under this Agreement are furnished for the sole use of the Customer at the Premises and not for resale or for furnishing to others. This requirement applies to all resales and furnishing of electric service to others, regardless of whether such resales or furnishing would be authorized under Rule 8 ~~of the~~ Tariff or any other provision ~~of the Tariff~~ in the absence of this requirement.

14. MISCELLANEOUS

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without consideration of the conflict of laws and principles thereof. The ~~p~~Parties hereto expressly consent to the jurisdiction of the courts of the State of New York as to any issues related to this Agreement, including the validity, enforceability or interpretation hereof. The headings in this Agreement are for the convenience of reference only and shall not alter or otherwise effect the meaning hereof.

15. SEVERABILITY

~~Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without~~

invalidating the remainder of such provision or the remaining provisions of this Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission (including, without limitation, exchange of PDFs by electronic mail) shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

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IN WITNESS WHEREOF, ~~the authorized representatives of the p~~Parties ~~hereto~~ have ~~caused~~ executed this Agreement ~~to be executed~~ as of the Effective dDate ~~first above written~~.

The ~~The~~ Customer”

Authorized By: _____ / _____
(Signature) (Print Name)

Title: _____

As a representative of: _____

Date: _____

NIAGARA MOHAWK POWER CORPORATION D/B/A NATIONAL GRID

~~Company~~ National Grid”

Authorized By: _____ / _____
(Signature) (Print Name)

Title: _____

As a representative of: **Niagara Mohawk Power Corporation d/b/a National Grid**

Date: _____

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**Attachment A
Pricing Parameters**

For the term of this Agreement, with the exception of the distribution delivery demand charge as detailed below, the rates and charges for each Billing Period shall be set according to the then effective Parent ~~Service Classification S.C.~~ specific to the Customer's voltage delivery level applicable to the Customer in effect at the time and as may be amended from time to time.

1 THE DISTRIBUTION DELIVERY DEMAND CHARGE

For each Billing Period during the term of this Agreement, the distribution delivery demand charge shall be determined by reducing the standard tariff distribution delivery demand charge per kW rate as provided below by the appropriate discount percentage ~~as specified in Service Classification S.C.~~ No. 12 for the ~~applicable P~~ program. The discount percentage shall not apply to adjustments and surcharges as provided in Section 5.4.3 of ~~Service Classification S.C.~~ No. 12. The resulting billed distribution delivery demand charge per kW rate will then be multiplied by the billed kW demand to determine the distribution delivery demand charge.

For the ~~term of this Agreement~~ Term, the billed distribution delivery demand charge per kW rate for each Billing Period shall be set according to the then effective applicable standard tariff distribution delivery demand charge per kW rate established in the Tariff specific to the Customer's voltage delivery level as specified in ~~Service Classification S.C.~~ No. _____.

As of the ~~effective~~ Effective date Date, the standard tariff distribution delivery demand charge per kW rate applicable to service furnished to the Customer is \$ _____ per kW.

In the event that the Billing Period is less than twenty-five days or greater than thirty-five days, the distribution delivery demand charge will be pro-rated to the actual number of days in the Billing Period.

2. MINIMUM BILL PROVISIONS

The minimum bill to be rendered under this Agreement shall be priced no lower than the ~~Company's National Grid's Empire Zone Rider -EZR~~ rate applicable to the then effective Parent ~~Service Classification S.C.~~ specific to the Customer's voltage delivery level applicable to the Customer in effect at the time and as may be amended from time to time.