

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

LEAF: 290
REVISION: 0
SUPERSEDING REVISION:

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

1. OBLIGATIONS TO PURCHASE AND SELL

The Customer agrees to purchase up to its 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 _____month period beginning with the first full Billing Period following the execution of this Agreement (hereinafter referred to as "the Contract Start Date") **through** the _____billing cycle following the Contract Start Date of this Agreement.

2. RETAIL ACCESS

Pursuant to Rule 39 of the Tariff, Retail Access Program, the Customer shall be eligible for retail access by meeting the eligibility requirements of Rule 39 of the Tariff. The Company has provided unbundled pricing in Attachment A1 and Attachment A2 as applicable, to facilitate retail access in accordance with Rule 39. In the event the Customer chooses an alternate electric supplier other than the Company, such election shall be pursuant to the terms of Rule 39 of the Tariff as the same may be modified from time to time by the Commission.

3. INCORPORATION OF CERTAIN TARIFF PROVISIONS

The Company is providing discounted Electric Service under this Agreement pursuant to the terms of its Tariff P.S.C. No. 220 - Electricity, as the same may be modified from time to time by the Commission ("the Tariff"). Except as expressly provided herein, the rights and obligations of the Company and the Customer under this Agreement shall be governed by the provisions of Service Classification No. _____ of the Tariff. Nothing in this Agreement shall be interpreted as restricting the Company's right to propose any change to the Tariff which the Company may deem necessary or appropriate, nor shall anything in this Agreement be interpreted as restricting the Customer's right to oppose such changes to the Tariff which the Customer may deem necessary or appropriate.

4. CONFIDENTIALITY

Where, pursuant to the provisions of Service Classification No. 12, the Customer has provided Customer sensitive data to the Company or has individually negotiated the pricing terms of this Customer Service Agreement, the Customer acknowledges that all information concerning the prices and discounts extended to it by Company pursuant to this Agreement are confidential and commercially sensitive. COMPANY RESERVES THE RIGHT TO TERMINATE DISCOUNTED SERVICE UNDER THIS AGREEMENT AND BE REIMBURSED THE FULL AMOUNT OF ANY DISCOUNTS PROVIDED IN THE EVENT THAT THE CUSTOMER OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS DISCLOSES ANY OF THE PRICING PROVISIONS OF THIS AGREEMENT OR DISCLOSES ANY INFORMATION THAT IS COVERED UNDER A NON-DISCLOSURE AGREEMENT BETWEEN THE PARTIES EFFECTIVE THE ____ day of _____, _____.

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