

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

LEAF: 342
REVISION: 0
SUPERSEDING REVISION:

**Niagara Mohawk Power Corporation
Day Ahead Demand Response Program Via Load Curtailment
Form L11 (continued)**

8. Metering

All electricity load measurement for this Agreement shall utilize the Company's interval based meter at the Customer Premise. Where an interval meter must be installed, Customer shall be responsible for all metering and installation costs not otherwise covered by New York State Research and Development Authority (NYSERDA). The metering and installation costs are a function of the individual Customer's electric service. Metering and installation costs are available from Company representatives.

Metering communications are necessary for program administration. Where meter reading communications must be installed, Company shall provide the necessary communications equipment to the Customer's meter which records the electric requirements delivered to the Customer's Premises. Customer agrees to pay the Company an Incremental Customer Charge in the amount of \$34.84 per month to cover the incremental cost of metering communications unless the Customer (1) is already subscribed to an Economic Development Program as provided for in Rule 34.4 or 34.5 of the Tariff, or (2) subject to S.C. No. 3, Special Provisions L.

Customers operating on-site generation facilities and requesting participation in the Day Ahead Demand Response Program shall be required to have, and where necessary install, interval based metering and necessary communication equipment on their incoming delivery service from the Company and the output of the on-site generation facility. Customer shall be responsible for all metering and communication devices and associated costs as prescribed above.

9. Term

The term of this Agreement will begin on the date of execution and shall terminate upon 30-days prior written notice by either the Company or the Customer.

10. Notices

All notices shall be provided in writing to the Company and the Customer except as otherwise expressly provided in this Agreement.

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