

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

LEAF: 227
REVISION: 0
SUPERSEDING REVISION:

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

SPECIAL PROVISIONS: (continued)

3. The suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
 4. No obligations of either party which arose before the occurrence causing the suspension of performance are excused as a result of the occurrence;
 5. The non-performing party uses reasonable diligence to remedy its inability to perform; and
 6. the non-performing party will give the other party oral notice of the date the Force Majeure is no longer in effect as soon as practicable, and will provide written notice within twenty-four (24) hours after the provision of the oral notice.
- C. Requirements to Claim Force Majeure - No party will be entitled to the benefit of Force Majeure under any of the following circumstances:
1. To the extent such party was negligent, in whole or in part, in causing such Force Majeure or to the extent that such Force Majeure is the result of acts, omissions or the negligence of such party's corporate affiliates;
 2. To the extent such party failed to use due diligence or failed to utilize all reasonable dispatch and reasonable efforts in removing or overcoming such Force Majeure to again put itself in a position to carry out all of the obligations which it has assumed;
 3. In the event such party claiming Force Majeure fails to give reasonable written notice as described in Special Provisions Force Majeure 2; or
 4. To the extent such party's inability to perform was caused by that party's lack of funds;
 5. Settlement of Labor Disputes - Settlement of strikes and lockouts will be entirely within the discretion of the party affected, and the requirements that any event of Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the parties directly or indirectly involved in such strikes or lockouts when such course is inadvisable in the discretion of the party having such difficulty.

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