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..TXT: PSC NO: 218 GAS LEAF: 193
COMPANY: NIAGARA MOHAWK POWER CORPORATION REVISION: 8
INITIAL EFFECTIVE DATE: 10/24/02 SUPERSEDING REVISION: 7
STAMPS:
Effective date postponed to 11/23/02. See Supplement No. 50
RECEIVED: 09/23/02 STATUS: Effective EFFECTIVE: 11/23/02

SERVICE CLASSIFICATION NO. 11
LOAD AGGREGATION (continued)

d. Minimum Storage Requirements (continued)

Information provided to Niagara Mohawk regarding Minimum Storage Inventory levels ("Confidential Information") shall, for a period of one (1) year from the date of written disclosure, be held in confidence by Niagara Mohawk and its representatives, attorneys and agents nor shall it be disclosed to others by Niagara Mohawk without the prior written approval of the disclosing Gas Marketer. The above notwithstanding, Confidential Information may be disclosed by Niagara Mohawk to (a) its officers, directors, employees and attorneys, as representatives of Niagara Mohawk, who require knowledge thereof in connection with their duties in carrying out the aforesaid purpose of the minimum storage level tariff and (b) to a judicial or regulatory body requiring its disclosure, provided that, prior to such disclosure, Niagara Mohawk has notified the disclosing Gas Marketer of the requirement with an opportunity for the Gas Marketer to object or seek an appropriate protective order.

e. Termination of Sales Service

Upon commencement of Monthly Balancing Service to a customer, sales service by Niagara Mohawk will terminate and Niagara Mohawk will have no further obligation to maintain the availability of gas supplies except for residential and human needs customers. The Company will maintain availability of gas supplies for residential customers and human needs customers. Costs for maintaining such supplies will be recovered through a standby charge per MPDQ.

f. Forecast Daily Contract Quantity

Based on historic usage patterns and expected weather conditions, Niagara Mohawk will issue a Daily Contract Quantity not less than two (2) business days prior to the first day of each month establishing the quantity of gas to be delivered daily by a Marketer for each Monthly Balancing Service pool operated by the Marketer.

Niagara Mohawk may increase or decrease the Forecast Daily Contract Quantity each day thereafter on notice to the Marketer provided no later than 3:00 p.m. Eastern Time on the same day of the effective date of the change.

g. Actual Daily Contract Quantity

Niagara Mohawk will issue to each Marketer of a Monthly Balancing Pool a Daily Contract Quantity, based on actual heating degree days, the day following the delivery of the forecasted Daily Contract Quantity provided in accordance with paragraph e above. The difference between the forecasted Daily Contract Quantity and the actual Daily Contract Quantity will result in a change to the Marketer's GSS storage balance.

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