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COMPANY: NIAGARA MOHAWK POWER CORPORATION REVISION: 1  
INITIAL EFFECTIVE DATE: 06/01/99 SUPERSEDING REVISION: 0  
STAMPS:  
Cancelled by 2 Rev. Leaf No. 197.1 Effective 08/01/2000  
RECEIVED: 04/26/99 STATUS: Cancelled EFFECTIVE: 06/01/99  
SERVICE CLASSIFICATION NO. 11  
LOAD AGGREGATION (continued)

Special Conditions

A. Calculation of Upstream MDQ:

1. An Upstream MDQ will be calculated according to the following methodology:

"Daily Baseload" equals the Customer's total usage in the two months of lowest usage during the period of June through September, divided by the number of days in the two months. "Annual Baseload" equals Daily Baseload multiplied by 365. "Thermal Usage" equals total usage during the twelve month period minus Annual Baseload. "Degree Day Usage" equals Thermal Usage divided by the total number of degree days during the twelve month period. Upstream MDQ equals the product of Degree Day Usage multiplied by 42.7 (degree days for an average January day) plus Daily Baseload.

2. The upstream MDQ represents capacity released on CNG Transmission Corporation (CNG) (adjusted for fuel).

B. Maximum Balancing Quantity

A customer's Maximum Balancing Quantity will be equal to the difference between the customer's Maximum Peak Day Quantity and the customer's Upstream MDQ on CNG.

C. Storage Allocation. A customer will be allocated CNG daily storage deliverability equal to the difference between the Customer's Maximum Peak Day Quantity and the Customer's Upstream MDQ on CNG. A customer will be allocated CNG storage capacity, equal to 51.6 times the daily storage deliverability quantity. The quantity of associated FTNN-GSS Pipeline Capacity out of storage will be equal to the daily storage deliverability.

D. Electronic Filing

If an electronic version of any required Form set forth in this tariff is utilized, the Marketer's electronic submittal of such Form will have the full legal force and effect as if a signed document had been delivered to the Company. A Marketer waives any and all rights to challenge the legality of the electronically submitted Form on the grounds that the Company does not have an enforceable written agreement signed by the Marketer.

Issued By: Darlene D. Kerr, Executive Vice President, Syracuse, New York