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..TXT: PSC NO: 218 GAS LEAF: 206.19  
COMPANY: NIAGARA MOHAWK POWER CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 05/16/99 SUPERSEDING REVISION:  
STAMPS: Issued in Compliance with order of PSC in C. 98-G-0122 dated 03/17/99.  
RECEIVED: 05/15/99 STATUS: Effective EFFECTIVE: 05/16/99

SERVICE CLASSIFICATION NO. 14  
GAS TRANSPORTATION SERVICE FOR DUAL FUEL ELECTRIC GENERATORS

Special Provisions (continued)

K. Liability and Indemnification

Customer and Niagara Mohawk will indemnify and hold the other harmless against any and all claims, actions or damages caused by or resulting from its control and possession of gas transported under this Agreement. As between the parties, the Customer will be presumed to be in control and possession of the gas transported under this Agreement at any time prior to the time Niagara Mohawk receives the gas at the Receipt Point and at any time after Niagara Mohawk delivers the gas at the Delivery Point. Niagara Mohawk will be in control and possession of such gas after it has received the gas at the Receipt Point and up to the time it delivers gas at the Delivery Point. Title to gas transported under this Agreement will, at all times, vest in Customer.

Each Customer under this Service Classification warrants that it will, at the time it delivers gas to the Company for transportation, have good and merchantable title to all such gas free and clear of all liens, encumbrances and claims whatsoever. The Customer shall indemnify the Company and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising out of the adverse claims of any or all persons to said gas including claims for any royalties, taxes, license fees or charges applicable to such gas or to the delivery of such gas to the Company for transportation.

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