

..DID: 8689
..TXT: PSC NO: 218 GAS LEAF: 206.21
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)

L. Force Majeure (continued)

2. Notice and Limitation on Obligations Under Force Majeure - If either party because of Force Majeure is rendered wholly or partly unable to perform its obligations under this Agreement, except for the obligation to make payments of money for services previously rendered, such party will be excused from whatever performance is affected by the Force Majeure, but only to the extent so affected, provided that:

- a. the non-performing party, as soon as reasonably practicable, will provide oral notice of the Force Majeure event to the other party in accordance with Special Provisions: Notices of this Service Classification, followed by written notice (via facsimile, telex, or telecopy or computer hook-up, if available) within forty-eight (48) hours after provision of the oral notice;
- b. within five (5) days after the commencement of the Force Majeure, the non-performing party will give the other party written notice describing the particulars of the occurrence;
- c. the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- d. no obligations of either party which arose before the occurrence causing the suspension of performance are excused as a result of the occurrence;

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