

..DID: 21225
..TXT: PSC NO: 214 ELECTRICITY LEAF: 35
COMPANY: NIAGARA MOHAWK POWER CORPORATION REVISION: 1
INITIAL EFFECTIVE DATE: 03/24/03 SUPERSEDING REVISION: 0
STAMPS:
Effective date postponed to 09/27/03. See Supplement No. 12
RECEIVED: 12/20/02 STATUS: Pending EFFECTIVE: 09/27/03
SERVICE CLASSIFICATION NO. 2

(Continued)

Company shall secure compensation and pay or provide the same in the manner and to the extent provided for by applicable provisions of the Workmen's Compensation Law for the benefit of its employees, having employments within the provisions of the law and engaged in the performance of the agreement, on account of injuries arising out of or in the course of their employments and Company shall not assign, transfer, convey, sublet or otherwise dispose of the agreement or its right, title or interest therein, or its power to execute the same to any person, company or corporation without previous consent of Customer; provided that a consolidation or merger in which Company participates shall not be deemed to be within the provisions of this paragraph.

The Company shall not, without the previous written consent of the officer, board or agency awarding this contract, assign, transfer, convey, sublet or otherwise dispose of its contract or its right, title or interest therein or its power to execute such contract to any other person or cooperation except that consent is hereby given by the officer, board or agency awarding this contract to the Company to sublet from time to time the installation or maintenance of the facilities required, provided, however, that such consent shall in no way relieve the Company of any of its obligations to Customer under the terms and provisions of this contract.

All previous agreements and contracts between the parties or their predecessors covering all or a portion of the services provided herein shall terminate on the effective date of this application, except that the obligation of Customer to pay for services theretofore rendered under any such prior agreements and contracts shall survive. The effective date of this agreement shall be the date of party signing last in time.

ATTEST:

[NAME OF ENTITY]

By: _____
(SIGNATURE)

(SIGNATURE)

(PRINT NAME)

(PRINT NAME)

(TITLE)

DULY AUTHORIZED

DATE: _____

ACCEPTED:

NIAGARA MOHAWK POWER CORPORATION

By: _____
(SIGNATURE)

(PRINT NAME)

(TITLE)

(DATE)

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