

PSC NO: 220 ELECTRICITY
NIAGARA MOHAWK POWER CORPORATION
INITIAL EFFECTIVE DATE: APRIL 24, 2017

LEAF: 291
REVISION: 4
SUPERSEDING REVISION: 3

FORM I
CUSTOMER SERVICE AGREEMENT
FOR SERVICE CLASSIFICATION NO. 12 (Continued)

7. TERMINATION

Except as otherwise expressly provided in this Section, the Customer may terminate this Agreement at any time by providing National Grid with thirty (30) days written notice.

Customer agrees that in the event it fails to make payment for electric service when due, and thereafter fails to make payment by the due date specified in a written notice of arrears issued National Grid, which due date shall be at least ten (10) days after the date of the written notice, National Grid has the right, at its sole option, upon written notice to Customer:

- (i) To terminate this Agreement effective retroactive to the first date of the Billing Period (as defined in Section 8 below) covered by the unpaid National Grid invoice. Upon National Grid's termination of this Agreement, the Customer shall pay for electric service at the applicable Parent S.C. rates; or
- (ii) To suspend the pricing provisions of this Agreement, effective retroactive to the first date of the Billing Period (as defined in Section 8 below) covered by the unpaid National Grid invoice, until the Customer's account is made current. Upon National Grid's suspension of the pricing provisions of this Agreement, the Customer shall continue to receive and accept electric service in accordance with this Section 7, but shall pay for electric service at the applicable Parent S.C. rates and not at the rates specified in Attachment A. Once the Customer's account is made current, the pricing provisions of this Agreement will again be made applicable to the Customer's purchase of electric service, as of the first date of the Billing Period in which the Customer's account is made current. During the period of National Grid's suspension of the pricing provisions of this Agreement, the Customer shall not have the right to terminate this Agreement, notwithstanding any other provisions to the contrary set forth in this Agreement.

National Grid shall not have the right to terminate this Agreement, or to suspend the pricing provisions of this Agreement, so long as the Customer on or before the late-charge date indicated on the bill: (1) pays any undisputed portion of the bill; (2) advises National Grid in writing of the specific grounds for withholding payment; and (3) places in escrow the disputed portion of the bill. If (1), (2) and (3) are accomplished on or before the late-charge date specified on the bill, and the disputed portion of the bill is thereafter determined by National Grid, or the Commission as appropriate, to be owed to National Grid, the escrowed sums shall be immediately released to National Grid and the Customer shall promptly pay any late payment charges thereon. In the event the escrowed sums are not immediately released to National Grid, or in the event the Customer fails to pay any late payment charges when due, National Grid has the right, at its sole option, to terminate this Agreement or suspend the pricing provisions, as provided above.

Nothing contained herein affects National Grid's right to terminate all electric service to the Customer in accordance with 16 N.Y.C.R.R. §13.3, other applicable New York laws or regulations, and the Tariff.

Issued by Kenneth D. Daly, President, Syracuse, NY