

PUBLIC

RESTATED AND AMENDED
FACILITIES AGREEMENT

By and Between

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

And

CENTRAL HUDSON GAS & ELECTRIC CORPORATION

Dated as of February 2, 2016

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RESTATED AND AMENDED FACILITIES AGREEMENT

This **RESTATED AND AMENDED FACILITIES AGREEMENT** (including all Schedules and Annexes hereto, this "Restated Agreement") dated as of February 2, 2016 by and between CONSOLIDATED EDISON COMPANY OF NEW YORK, INC., a New York corporation ("Con Edison"), and CENTRAL HUDSON GAS & ELECTRIC CORPORATION, a New York corporation ("Central Hudson", and collectively with Con Edison, the "Parties"),

WITNESSES

WHEREAS, Central Hudson and Con Edison are parties to a Facilities Agreement dated December 6, 1990 (the "1990 Agreement");

WHEREAS, in accordance with the 1990 Agreement, the Parties have interconnected and operate their substations at East Fishkill via an electrical tie ("First Tie"), consisting of certain bus work, a transformer, and associated equipment;

WHEREAS, Central Hudson and Con Edison are parties to a Facilities Agreement dated February 8, 2010 (the "2010 Agreement");

WHEREAS, pursuant to the 2010 Agreement, Central Hudson constructed a second electrical tie ("Second Tie") between the Parties' East Fishkill substations which operates on a standby basis;

WHEREAS, the 2010 Agreement did not properly identify the Operating and Maintenance ("O&M") costs that would be the responsibility of Central Hudson,

WHEREAS the Parties desire to correctly identify the O&M costs that are the responsibility of Central Hudson.

NOW, THEREFORE, in consideration of the mutual representations, covenants and agreements hereinafter set forth, and intending to be legally bound hereby, the Parties hereto agree as follows:

ARTICLE I DEFINITIONS

SECTION 1.01. Definitions.

The capitalized terms used in this Restated Agreement shall have the following meanings:

"**Applicable Legal Requirements**" shall have the meaning set forth in Section 2.01

(b).

"**Central Hudson**" shall have the meaning set forth in the Preamble.

"**Central Hudson Equipment**" means the portion of the Second Tie that is located in the Central Hudson Substation and on the Easement Area, including a 115/345 kV transformer, two 345 kV circuit breakers, a 345 kV disconnect switch, associated bus work and related equipment.

"**Central Hudson Substation**" means the electric substation that Central Hudson owns in East Fishkill adjacent to the Con Edison Substation.

"**Con Edison**" shall have the meaning set forth in the Preamble.

"**Con Edison Equipment**" means a 345 kV disconnect switch, associated bus work, relays, metering and related equipment, which is located on the Temporary Easement Area or elsewhere in the Con Edison Substation.

"**Con Edison Substation**" means the 345 kV electric substation that Con Edison owns in East Fishkill adjacent to the Central Hudson Substation.

"**Confidential Information**" shall have the meaning set forth in Section 5.03(a).

"**Conveyance Date**" means the date on which ownership of the Con Edison Equipment is transferred from Central Hudson to Con Edison pursuant to Section 3.02(c).

"**Disclosing Party**" shall have the meaning set forth in Section 5.03(a).

"Easement Agreement" means the easement agreement, dated as of February 8, 2010, between Con Edison and Central Hudson that grants (i) Central Hudson access to and use of the Easement Area and (ii) access to the Temporary Easement Area for purposes of constructing the Second Tie.

"Easement Area" means the property within the Con Edison Substation encompassed by the permanent easement under the Easement Agreement and on which Central Hudson Equipment installed a 345 kV circuit breaker and related equipment and bus work, as depicted on the plot plan included as Annex I to this Agreement.

"Environmental Laws" means all current and future federal, state, local and foreign laws (including common law), treaties, regulations, rules, ordinances, codes, decrees, judgments, directives, orders (including consent orders), and New York State Department of Environmental Conservation Technical Administrative Guidance Memoranda and other guidance documents issued or published by any Governmental Authority, in each case, relating to pollution, protection of the environment, natural resources or human health and safety, including laws relating to the presence, Release of, or exposure to, Hazardous Substances, or otherwise relating to the generation, manufacture, processing, distribution, use, treatment, storage, transport, recycling or handling of, or arrangement for such activities with respect to, Hazardous Substances.

"Environmental Permits" means the permits, licenses, consents, approvals and other governmental authorizations with respect to Environmental Laws relating to the Second Tie.

"FERC" means the Federal Energy Regulatory Commission or any successor entity.

"First Tie" shall have the meaning set forth in the Preamble.

"Force Majeure Event" shall have the meaning set forth in Section 5.02(a).

"Good Utility Practice" shall have the meaning set forth in Section 2.01.

"Governmental Authority" means any federal, state, local, domestic or foreign government or any court, administrative or regulatory agency, board, committee or commission or other governmental entity or instrumentality, domestic, foreign or supranational or any department thereof.

"Hazardous Substances" means (i) any petroleum, petroleum products or byproducts and all other hydrocarbons, petrochemicals, crude oil or any fraction thereof, coal ash, radon gas, asbestos, asbestos-containing material, urea formaldehyde, polychlorinated biphenyls, chlorofluorocarbons and other ozone-depleting substances; and (ii) any

chemical, material, substance or waste (including thermal discharges) that is prohibited, limited or regulated by or pursuant to any Environmental Law.

"Interconnection" means the connection between the Second Tie and the Transmission System.

"Interconnection Date" means the date on which the Interconnection first occurs.

"ISO" means the New York Independent System Operator or any successor entity.

"ISO Rules" means the ISO operating procedures, and market rules, as well as any other rules, requirements, and procedures adopted by the ISO pursuant to the ISO Market Services Tariff and ISO Tariff or otherwise from time to time in effect and the related ISO agreements.

"ISO Tariff" means the ISO's Open Access Transmission Tariff, as it is amended or superseded.

"Law" means any statute, law (including common law), treaty, order, judgment, decree, directive, code, ordinance, rule or regulation or similar issuance by a Governmental Authority having the effect of law.

"NERC" means North American Electric Reliability Corporation or any successor entity.

"NPCC" means the Northeast Power Coordinating Council or any successor entity.

"NYSRC" means the New York State Reliability Council or any successor entity.

"Operational Period" means the period commencing on the Conveyance Date and extending through the Termination Date.

"Party" shall have the meaning set forth in the Preamble.

"Permits" means all certificates, permits, licenses, consents, approvals and other governmental authorizations (other than Environmental Permits) relating primarily to the Second Tie or the ownership, operation or use thereof.

"Point of Interconnection" means the point at which the Second Tie connects to the electric bus in the Con Edison Substation.

"Protective Relaying System" means the system relating to the Second Tie, comprised of components collectively used to detect defective power system elements or other conditions of an abnormal nature, initiate appropriate control circuit action in response

thereto and isolate the appropriate system elements in order to minimize damage to equipment and interruption to service.

"**Receiving Party**" shall have the meaning set forth in Section 5.03(a).

"**Release**" means any actual or threatened release, spill, emission, emptying, escape, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into the environment or within any building, structure, facility or fixture.

"**Representatives**" shall have the meaning set forth in Section 5.03(a).

"**Restated Agreement**" shall have the meaning set forth in the Preamble

"**RTU System**" means the system, including remote telemetry units and communication services, used to communicate operational data from the Second Tie to the Con Edison Substation and to Con Edison's Energy Control Center at West End Avenue

"**Second Tie**" shall have the meaning set forth in the Preamble.

"**Standards of Conduct**" shall have the meaning set forth in Section

2.02.

"**Switching Rules**" shall have the meaning set forth in Section 3.03(c).

"**System Integrity**" means the adequate and reliable state of operation of the Transmission System providing electric service to customers who purchase power and related services delivered through the Transmission System.

"**Temporary Easement Area**" means the property within the Con Edison Substation on which the Con Edison Equipment is located, as depicted on the plot plan included as Annex I to this Agreement.

"**Termination Date**" shall have the meaning set forth in Section 5.01(b).

"**Transmission System**" means the transmission and distribution assets owned, controlled or operated by Con Edison for purposes of providing transmission service and distribution service.

ARTICLE II

General

SECTION 2.01. Compliance with Laws and Good Utility Practice.

(a) **Compliance.** Central Hudson shall design and construct the Second Tie in accordance with Applicable Legal Requirements and Good Utility Practice. Con Edison and Central Hudson shall each conduct all of each party's respective operations and maintenance activities prescribed by this Agreement in accordance with Applicable Legal Requirements and Good Utility Practice.

(b) "**Applicable Legal Requirements**" means all Laws, including Environmental Laws, Environmental Permits, and Permits, from time to time in effect and applicable to Con Edison, Central Hudson, or the Second Tie, as applicable.

(c) "**Good Utility Practice**" means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region. Good Utility Practice shall include, but not be limited to, compliance with Applicable Legal Requirements, the criteria, rules, and standards promulgated by NERC, NPCC, NYSRC, and NYISO, as they may be amended from time to time, including the criteria, rules and standards of any successor organizations.

SECTION 2.02. Information.

Each Party shall, upon the reasonable request of the other Party, provide such other Party with information that is reasonably necessary for such requesting Party to perform its obligations under this Restated Agreement and that, when requested by a Party, is not otherwise reasonably obtainable by such Party from the ISO.

SECTION 2.03. ISO Tariff.

The ISO is responsible for the safe and reliable operation of the New York State bulk power system and is the provider of transmission services throughout the state (including prospective service over the Second Tie) in accordance with the ISO Tariff. Con Edison shall file this Restated Agreement with the FERC as a service agreement under the ISO Tariff.

ARTICLE III

Rights, Obligations and Responsibilities

SECTION 3.01. Design, Permitting, and Construction Responsibilities.

(a) Design.

(i) **General.** At no expense to Con Edison, Central Hudson and/or its qualified contractors shall perform all design work relating to the Second Tie, as described in (ii) and (iii), below. The equipment constituting the Second Tie is listed in Schedule 3.01(a)(i)(1) and shall be configured as shown on the plot plan and one line diagram included in Annexes I and II to this Restated Agreement.

(ii) **Requirements.** The Con Edison Equipment shall satisfy the specifications set forth on Schedule 3.01(a)(ii), subject to such modifications of those specifications as the Parties may agree upon, which modifications shall not require the amendment of this Restated Agreement. Con Edison shall provide Central Hudson with the required design basis including but not limited to any necessary information concerning the Con Edison Substation, including equipment configurations and wiring information for Central Hudson's use in the design, and Con Edison's requirements for the Environmental Health and Safety Plan. Central Hudson will not be responsible for latent errors in documentation provided by Con Edison, nor be responsible for errors in the required design basis provided by Con Edison. In the design process, the revision of existing Con Edison drawings and the generation of any required new drawings shall be carried out by Central Hudson using a Con Edison approved CAD system as described in Con Edison Specification CE-PI-2135. The drawings shall be made to be compatible with the Con Edison format and Metaphase drawing and data management system. Prior to commencing construction, Central Hudson shall submit the final design for the Second Tie (including the location of any equipment on Con Edison's property) to Con Edison for review and approval, which review and approval shall be solely to confirm Central Hudson's compliance with the terms of this Agreement. Within 30 business days, Con Edison shall review the proposed design and notify Central Hudson of Con Edison's approval or of changes that are required. Con Edison's approval of Central Hudson's design will not create any liability for Con Edison arising from the designs or release Central Hudson from any obligations.

(iii) **Relay Protection.** Central Hudson's field personnel and personnel from Con Edison's Protective System Testing and Relay Protection Engineering departments shall coordinate the design, installation, and maintenance of the relay protection for the Second Tie with each other.

(b) Permitting. Central Hudson and/or its qualified contractors shall obtain all Permits needed to construct the Second Tie. Upon the reasonable request of Central Hudson, Con Edison shall execute and deliver such documents as may be necessary for Central Hudson to obtain such Permits and shall otherwise reasonably cooperate with Central Hudson's efforts to obtain the Permits.

(c) **Construction.**

(i) **General.** At no expense to Con Edison, and except as otherwise noted, Central Hudson and/or its qualified contractors will procure the equipment comprising the Second Tie and shall perform all site preparation, construction, installation and pre-operational testing work necessary to install and operate the Second Tie. The Central Hudson Equipment shall be installed in the Central Hudson Substation and on the Easement Area. Central Hudson and/or its qualified contractors shall install the 345 kV disconnect switch and bus supports on the Temporary Easement Area and the associated bus work from the disconnect switch to the circuit breaker located in the Easement Area.

Con Edison forces will install the 345 kV bus work connecting the disconnect switch to the East Fishkill North SYN Bus "A". In addition Con Edison forces will install all relay protection wiring, interchange meter & wiring, local control equipment & wiring, supervisory control equipment in the control room and any associated Energy Management System wiring to the local RTU located at East Fishkill substation.

Central Hudson will install and terminate the cables used for relay, control, meter and power for any of the equipment located in the Central Hudson Substation and on the Easement Area up to a point of demarcation at the end of a new cable trench outside the Easement Area. The demarcation shall be two outdoor termination cabinets with terminal blocks similar to the existing arrangement for Transformer #1 (First Tie). Con Edison will install and terminate the cables used for relay, control, metering and power from their side of the terminal blocks in the two outdoor demarcation cabinets to the devices located within their substation and the Temporary Easement Area.

Con Edison forces will also perform all acceptance/commissioning tests associated with the installation inside the East Fishkill substation and the Temporary Easement Area excluding the circuit breaker on the Easement Area. Con Edison will also be responsible for coordinating outages required to perform the tie in, installation, and testing. In addition, Con Edison will be responsible for coordinating tests on the overall installation of the Second Tie. All work that is performed by Central Hudson and its contractors will be in accordance with Con Edison's work rules, including lock out and tag out procedures and other safety requirements. Central Hudson and its contractors will be required to develop, submit and obtain Con Edison's approval of an Environmental Health and Safety Plan for the construction of the Con Edison Equipment before commencing any construction-related work. Central Hudson will reimburse Con Edison for labor and material costs incurred for work done pursuant to this Section 3.01(c).

Additional lightning protection may be required to protect the Second Tie in accordance with Con Edison's specifications. If required, these lightning masts may be located within the Easement Area, the Central Hudson Substation and/or the Con Edison Substation. Central Hudson and/or its qualified contractors will design, procure and install this equipment.

The ground grid may need to be expanded to accommodate the Second Tie in accordance with Con Edison's specifications. Central Hudson and/or its qualified contractors will design, procure and install the equipment, including the tie-in to the existing ground grid with the Con Edison Substation and on the Temporary Easement Area. Minimum size 500 MCM ground cable shall be used for the main ground grid.

Central Hudson and/or its qualified contractors will design, procure and install conduit from the demarcation cabinets to the existing Con Edison cable trench, including the road crossing.

(ii) **Scheduling**. The Parties will develop a mutually agreeable schedule for construction of the Con Edison Equipment. Access by Central Hudson and its contractors to the Con Edison Substation and Con Edison's ability to provide inspectors or safety personnel for the work by Central Hudson will be subject to the availability of such Con Edison personnel in light of the staffing requirements of Con Edison's utility operations. The scheduling of any outages required for the construction of the Con Edison Equipment will be subject to system conditions and load forecasts. Con Edison will use reasonable efforts to provide access and accommodate the construction schedule as desired by Central Hudson.

(d) **Authorized Representatives**. Central Hudson and Con Edison shall each designate an individual or individuals who have authority to bind Central Hudson and Con Edison, respectively, with regard to design and construction matters that arise. Such individuals shall be available during normal working hours throughout the construction period.

SECTION 3.02. Ownership

(a) **Construction Period Rights and Responsibilities**. Prior to the Conveyance Date, Central Hudson shall own and shall bear the risk of loss of, the equipment to be installed as the Second Tie.

(b) **Operational Acceptance**. Central Hudson shall notify Con Edison upon completion of the construction of the Second Tie. Central Hudson shall inspect and accept the Second Tie up to and including circuit breaker B9756 to confirm its compliance with the requirements of Section 3.01(a) and its fitness for commercial operation. Con Edison shall test and accept the disconnect switch to be located in its substation and its associated indication and operational controls to confirm their compliance with the requirements of Section 3.01(a) and their fitness for commercial operation. Central Hudson and Con Edison will both test the relay protection

equipment that operates circuit breaker B9756. Promptly after those matters have been confirmed to Con Edison's reasonable satisfaction, Con Edison shall provide written notification to Central Hudson that the Second Tie is acceptable.

(c) Conveyance of Title

(i) As soon as practicable following the execution of this Agreement, Central Hudson and Con Edison will submit this Agreement and the Easement Agreement to the NYPSC under Section 70 of the Public Service Law and request NYPSC approval for (1) the transfer to Con Edison of the Con Edison Equipment, (2) an accounting/ratemaking treatment acceptable to Central Hudson in its sole discretion, and (3) the permanent easement under the Easement Agreement. In the event that such approvals are obtained, upon successful completion of the installation and testing of the disconnect switch (and associated relays and other equipment, cable and wiring) on Con Edison's property, Central Hudson will transfer its right title and interest in the Con Edison Equipment to Con Edison through a bill of sale for consideration of \$10.00. In the event that the NYPSC approves the Easement Agreement but not the transfer of the Con Edison Equipment and associated accounting and rate treatment, Central Hudson will be provided by Con Edison with a permanent easement for the Temporary Easement Area corresponding to that for the Easement Area, at nominal consideration for the equipment, and will continue to own the equipment.

(ii) As soon as practicable following the execution of this Agreement, Con Edison will petition the FERC, pursuant to Section 203 of the Federal Power Act, for approval of the conveyance of the disconnect switch to Con Edison. Upon receipt of that approval and upon the completion of the installation and testing of the disconnect switch (and associated relays and other equipment, cable, and wiring), Central Hudson will transfer its title and interest in the equipment to Con Edison through a bill of sale at nominal consideration.

(d) Warranties Central Hudson shall use reasonable efforts to obtain standard manufactures' warranties from vendors and contractors with respect to materials, equipment, and services pertaining to the Con Edison Equipment that are assignable to Con Edison. As soon as possible after the Conveyance Date, Central Hudson shall assign to Con Edison all warranties received from vendors and contractors pertaining to the Con Edison Equipment to the extent that such warranties are assignable. To the extent that such warranties are not assignable, upon the request of Con Edison, Central Hudson shall use reasonable efforts to enforce any such warranties for the benefit of Con Edison.

SECTION 3.03. Interconnection of the Second Tie.

(a) **General.** Con Edison shall interconnect the Second Tie with the Transmission System at the Point of Interconnection in accordance with the terms of this Restated Agreement.

(b) **Interruption of the Interconnection.** The Interconnection of the Second Tie with the Transmission System shall be subject to limitation or interruption (i) upon the activation of facilities, equipment and systems designed to protect the Second Tie or the Transmission System or System Integrity or public safety; (ii) as a result of the failure of facilities, equipment, or systems; (iii) for necessary maintenance, repair or testing; (iv) for construction or modification of the Transmission System; or (v) as directed by the ISO; provided that Con Edison shall use its reasonable best efforts in accordance with Applicable Legal Requirements and Good Utility Practice to prevent such interruption or limitation and shall restore the Interconnection as promptly as possible, consistent with Good Utility Practice. Con Edison and Central Hudson shall coordinate with each other the scheduling of interruptions associated with maintenance, repair or testing and for construction or modification of the Transmission System.

(c) **Switching, Tagging and Grounding.** In performing any work on circuit breaker B9756 or disconnect switch B9792, Central Hudson shall comply with Con Edison's General Instructions Governing Work on System Electrical Equipment, as from time to time in effect (the "Con Edison Switching Rules"), promulgated pursuant to the requirements of 29 C.F.R. 1910.269, or any successor thereto or replacement thereof. Con Edison shall have no liability to Central Hudson in connection with the compliance or noncompliance by Central Hudson with the Con Edison Switching Rules and Central Hudson agrees to hold Con Edison harmless from any liability as a result thereof.

(d) **Standby Status.** Under normal conditions, the Second Tie will be operated in an energized stand-by mode (*i.e.*, with both 345kV circuit breakers closed and the 115kV breaker B9754 open). The Second Tie will be placed in service (to carry load) only when the First Tie is out of service. The First Tie and Second Tie shall not be placed in service simultaneously, except during switching operations and emergency conditions as determined by Central Hudson and approved by the NYISO. If Central Hudson desires in the future to flow power over the First Tie and Second Tie simultaneously under normal conditions, Central Hudson shall request the ISO to conduct a study to determine whether the simultaneous operation requires an enhancement of transmission facilities and shall satisfy any obligation that exists under the ISO Tariff to pay for such enhancements.

SECTION 3.04. Operation and Maintenance.

(a) **General.** Con Edison shall operate the Con Edison Equipment, and Central Hudson shall operate the Central Hudson Equipment. However, Con Edison shall also have operating jurisdiction over circuit breaker B9756. During the Operational Period, Con Edison shall, at appropriate intervals and in accordance with Good Utility Practice, maintain, test, calibrate, adjust, repair, and replace the Con Edison Equipment (including all related Protective Relaying Systems). Central Hudson shall, at appropriate intervals and in accordance with Good Utility Practice, maintain, test, calibrate, adjust, repair, and replace the Central Hudson Equipment.

Such maintenance and operating activities generally shall be performed in accordance with applicable NPCC criteria and schedules approved by the ISO.

(b) **Right to Modify or Construct.** During the Operational Period, each Party shall, at its cost, be permitted to upgrade, expand, enlarge, or otherwise modify, or undertake new construction in respect of its respective transmission and distribution facilities in accordance with Applicable Legal Requirements and Good Utility Practice, provided, however, that any such upgrades etc. shall not relieve the party from its obligations under this Agreement.

(c) **Property Taxes.**

Central Hudson shall be financially responsible for all New York State and local property taxes associated with the equipment constructed at the Con Edison Substation and indicated as such in Schedule 3.01(a)(i)(1).

SECTION 3.05. **Revenue Metering.**

(a) **Installation.** Central Hudson shall at its own expense purchase the revenue meter equipment to measure power and energy flowing over the Second Tie. Con Edison will install the meter. The meter shall be located on the Temporary Easement Area at a location approved by Con Edison and Con Edison shall own and read the meter. Current and potential transformers, which provide input into the meter, shall be located within the Central Hudson Substation and be owned and maintained by Central Hudson. Con Edison shall arrange for the installation and maintenance of dedicated telephone service, or other communication service, from the meter equipment, and Central Hudson shall reimburse Con Edison for its reasonable costs and expenses in connection therewith. Central Hudson may arrange at its own expense to install and maintain appropriate equipment for it to access the pulse output from the revenue meter.

(b) **Meter Variation.** If at any time the meter equipment is found to be inaccurate by a margin greater than that allowed under ISO or NYPSC requirements, Con Edison shall repair or replace the equipment and adjust the readings. Meter readings for any period of inaccuracy shall be adjusted to eliminate an inaccuracy if the amount of the inaccuracy and the duration of the period can be reasonably ascertained.

(c) **Meter Reading and Testing.** Central Hudson shall have the right to witness all manual reading and testing, calibration, adjustment, maintenance, and resealing of the meter equipment. If either Party believes that there has been a failure or stoppage of the meter equipment, it shall immediately notify the other Party, and the Parties shall cooperate in taking all necessary steps to restore the meter equipment to operation as soon as reasonably possible.

SECTION 3.06. **Cost Reimbursement**

(a) **Construction.** Central Hudson shall reimburse Con Edison for all costs incurred prior to the Interconnection Date associated with any work that Con Edison performs in connection with the Second Tie (including the preparation of specifications, the compilation of

data, the review of proposed designs and work plans, oversight, administrative work performed by Con Edison inspectors and/or substation operators, the operation and maintenance of the Con Edison Equipment, and the reading and maintenance of meter equipment).

(b) Contribution in Aid of Construction. Central Hudson shall also reimburse Con Edison for any and all liability and expense resulting under Federal tax law if the reimbursements under Section 3.06(a) or the conveyance of title under Section 3.02(c) are deemed to be a Contribution In Aid of Construction pursuant to U.S. Internal Revenue Service Notices 88-129 and 90-60 (and any future applicable U.S. Internal Revenue Service Notices). Central Hudson's liability pursuant to this Section 3.06(b) shall be calculated in accordance with the provisions of Section 5.15.4 of the Attachment X of the ISO Tariff. Central Hudson shall be entitled to (i) contest any liability for taxes under this Section 3.05(b) in accordance with the provisions of Section 5.15.7 and 5.15.9 of the ISO Tariff, as applicable, and (ii) any refund of taxes previously paid by Central Hudson under this Section 3.06(b) in accordance with the provisions of Section 5.17.8 of the Tariff.

ARTICLE IV

Billing Procedures

SECTION 4.01. Billing Procedures.

After each calendar quarter, Con Edison shall prepare an invoice for the costs incurred on behalf of Central Hudson under this Agreement during the preceding quarter. Invoices shall be delivered to the following addresses or fax numbers (or to such other address or fax number Central Hudson shall specify):

Central Hudson Gas and Electric Corporation 284
 South Avenue
 Poughkeepsie, NY 12601
 Attention: Accounts Payable Fax:
 (845) 486-5335

Each invoice shall delineate the month in which such costs or services were incurred or provided, shall fully describe the costs or services incurred or rendered and shall be itemized to reflect the incurrence of such costs and the provision of such services. A copy of this supporting documentation shall also be sent to:

Central Hudson Gas and Electric Corporation
 Attn. John J. Borchert, Senior Director Energy
 Policy and Transmission Development
 284 South Avenue
 Poughkeepsie, NY 12601
 Phone (845) 486-5327
 Fax (845) 486-5697

Central Hudson shall pay Con Edison the amounts due in accordance with such invoices (including payment of any and all interest or late payment charges) on or before the twentieth Business Day following receipt of each invoice. All payments shall be made in immediately available funds by wire transfer to a bank named by Con Edison. Payment of invoices shall not constitute a waiver of any claims arising hereunder nor shall it prejudice either Party's right to question the correctness of such billing. Any overdue amounts shall bear interest from the due date through the date of payment at the prime rate of The Chase Manhattan Bank in effect on the due date.

SECTION 4.02. Billing Disputes.

In the event of a billing dispute, Central Hudson shall pay all undisputed and disputed amounts on a timely basis, subject to the refund of any amounts found to have been incorrectly invoiced plus interest on such amount at the rate stated in Section 4.01 from the date of payment until the date of the refund. In the event of a billing dispute, Central Hudson shall provide notice of the dispute to Con Edison's Manager, Transmission Planning – Interconnection Services, as specified in Section 5.06 below. In response to that notice, Con Edison will promptly provide all documentation that is reasonably required in support of its bill and confer with Central Hudson regarding the dispute. If these good faith efforts fail to resolve the issue, the matter shall be addressed through the dispute resolution procedures of Sections 5.11 and 5.12 below.

ARTICLE V

Miscellaneous Provisions

SECTION 5.01. Effectiveness and Term.

- (a) **Effective Date.** This Restated Agreement shall be effective as of the date first stated above.
- (b) **Termination Date.** This Restated Agreement shall terminate on the earlier of the following dates:
 - (i) The date on which either Party gives notice of termination if the Conveyance Date does not occur on or before January 1, 2013; provided that such date shall be extended commensurately if the construction of the Second Tie is delayed (a) by a Force Majeure Event, (b) by actions or inactions of Con Edison, (c) an unavoidable delay in the receipt of Permits or Environmental Permits necessary for the construction or operation of the Second Tie, or (d) an unavoidable delay in equipment delivery; and
 - (ii) 30 years from the Interconnection Date.

(c) **Effect of Termination.**

(i) **Wind-up Costs.** If this Restated Agreement is terminated pursuant to Section 5.01(b)(i) or (ii), Central Hudson shall reimburse Con Edison for any decommissioning costs;

(ii) **Continued Ownership.** If this Restated Agreement is terminated subsequent to the Conveyance Date, Con Edison shall continue to own the Con Edison Equipment and shall exercise sole discretion consistent with Good Utility Practice regarding the continued operation, retirement, or other disposition of that equipment after the termination.

(iii) **Survivorship.** The provisions of this Restated Agreement pertaining to remedies for acts or events that occurred while this Agreement was in effect, to reimbursement obligations, to billing and bill adjustments, and to post-termination benefits shall continue in effect after termination of this Agreement to the extent necessary to accomplish the objectives of those provisions.

SECTION 5.02. Force Majeure.

(a) **General.** Notwithstanding anything in this Restated Agreement to the contrary, neither Party shall have any liability or be otherwise responsible to the other for its failure to carry out its obligations, with the exception of any obligation to pay money, under this Agreement if and only to the extent that it becomes impossible for either Party to so perform as a result of any occurrence or event which is beyond the reasonable control, and does not result from any fault or negligence, of the Party affected (each, a "Force Majeure Event"), including any act of God, strike or any other labor disturbance, act of a public enemy, war, act of terrorism, riot, any other civil disturbance, fire, storm, lightning, flood, earthquake, any other natural disasters, explosion, materials shortage, breakage or accident involving facilities, equipment or systems, any order or regulation or restriction imposed by any Governmental Authority or the ISO, failure of a contractor or subcontractor caused by a Force Majeure Event and transportation delays or stoppages.

(b) **Responsive Steps.** If a Party shall rely on the occurrence of a Force Majeure Event as a basis for being excused from performance of its obligations under this Agreement, then the Party relying on such occurrence shall (i) provide prompt oral and written notice of such Force Majeure Event to the other Party giving an estimate of its expected duration and the probable impact on the performance of its obligations hereunder and submitting reasonably satisfactory evidence of the existence of a Force Majeure Event, (ii) exercise its reasonable best efforts to continue to perform its obligations under this Agreement, (iii) exercise its reasonable best efforts to reasonably and expeditiously take action to correct or cure the Force Majeure Event (provided, however, that settlement of strikes or any other labor disturbance will be completely within the sole discretion of the Party affected by such strike or labor dispute), (iv) exercise its reasonable

best efforts to mitigate or limit damages to the other Party and (v) provide prompt oral and written notice to the other Party of the cessation of the Force Majeure Event.

SECTION 5.03. Confidentiality.

(a) Each Party (the "Receiving Party") shall, during the term of this Restated Agreement and for two years after its termination, keep confidential and shall cause its directors, officers, affiliates, employees, contractors, agents and other representatives (including financial advisors, attorneys and accountants) (collectively, the "Representatives") to keep confidential (except as required by applicable Law, and then only after compliance with subsection (b) of this Section), any and all documents and information conspicuously labeled "Confidential" (or in the case of information disclosed orally, explicitly and unambiguously designated as "Confidential") (i) relating to the Second Tie in the case of information given to Con Edison or to the Transmission System in the case of information given to Central Hudson, that is furnished or disclosed by the other Party (the "Disclosing Party") in connection with this Restated Agreement or (ii) learned by the Receiving Party during the course of performance of this Agreement (the "Confidential Information"). The term "Confidential Information" shall not include any such documents or information that (i) is or becomes generally available to the public other than as a result of a disclosure by the Disclosing Party or its Representatives, (ii) is developed by the Receiving Party or its Representatives independently and without use of, and does not contain or reflect, Confidential Information furnished by the Disclosing Party or its Representatives, or (iii) is or becomes available to the Receiving Party on a non-confidential basis from a source (other than the Disclosing Party or its Representatives) which, to the best of the Receiving Party's knowledge after due inquiry, is not prohibited from disclosing such information to the Receiving Party by a legal, contractual or fiduciary obligation to the Disclosing Party. The Receiving Party shall not release or disclose Confidential Information to any person, other than to its Representatives on a need to know basis and who have first been advised of the confidentiality provisions of this Section and have agreed to comply with such provisions.

(b) In the event that the Receiving Party or any of its Representatives is requested pursuant to, or required by, Applicable Legal Requirements or ISO Rules to disclose any of the Confidential Information, the Receiving Party shall notify the Disclosing Party promptly so that the Disclosing Party may seek a protective order or other appropriate remedy or, in the Disclosing Party's sole discretion, waive compliance with the terms of this Section.

(i) In the event that no such protective order or other remedy is obtained, or that the Disclosing Party does not waive compliance with the terms of this Section, the Receiving Party shall furnish only that portion of the Confidential Information which the Receiving Party is advised by counsel is legally required and shall exercise its reasonable best efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so furnished.

(ii) Notwithstanding anything in this Section 5.03 to the contrary, if the FERC or its staff, or the PSC or its staff, during the course of an investigation, a review of a rate case filing, or as per terms of a rate case agreement, or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this Restated Agreement, the Party shall provide the requested information to the FERC or its staff or the PSC or its staff, within the time provided for in the request for information. In providing the information to the FERC or its staff, or the PSC or its staff, the Party shall, consistent with 18 C.F.R. Section 388.112, request that the information be treated as confidential and non-public by the FERC and its staff or the PSC or its staff, and that the information be withheld from public disclosure. The Party shall notify the other Party, when it is notified by the FERC or its staff, or the PSC or its staff, that a request for disclosure of, or decision to disclose, confidential information has been received, at which time either of the Parties may respond before such information would be made public, pursuant to 18 C.F.R. Section 388.112.

(c) By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither Party obligates itself to provide any particular information or Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

(d) Each Party shall use at least the same standard of care to protect Confidential Information as it uses to protect its own confidential information from unauthorized disclosure, publication or dissemination.

(e) Upon termination of this Restated Agreement for any reason, each Party shall, promptly upon receipt of a written request from the other Party, destroy, erase or delete or return to the other Party, without retaining copies thereof, any and all written or tangible Confidential Information received from the other Party.

SECTION 5.04. Assignment; No Third Party Beneficiaries.

(a) This Restated Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party, including by operation of law, without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed, except (i) in the case of Con Edison (A) to an Affiliate of Con Edison or a third party in connection with the transfer of the Transmission System to such Affiliate or third party or (B) to a lending institution or trustee in connection with a pledge or granting of a security interest in all or any part of the Transmission System and this Agreement and (ii) in the case of Central Hudson (A) to an Affiliate of Central Hudson in connection with the transfer of Central Hudson's assets to such Affiliate or (B) to a lending institution or trustee in connection with a pledge or granting of a security interest in Central

Hudson's assets and this Restated Agreement; provided, however, that no assignment or transfer of rights or obligations by either Party shall relieve it from the full liabilities and the full financial responsibility, as provided for under this Restated Agreement, unless and until the transferee or assignee shall agree in writing to assume such obligations and duties and the other Party has consented in writing to such assumption.

- (b) Nothing in this Restated Agreement is intended to confer upon any other person except the Parties any rights or remedies hereunder or shall create any third party beneficiary rights in any person.

SECTION 5.05. Independent Contractor Status.

Nothing in this Restated Agreement is intended to create an association, trust, partnership or joint venture between the Parties, or to impose a trust, partnership or fiduciary duty, obligation or liability on or with respect to either Party and nothing in this Agreement shall be construed as creating any relationship between Con Edison and Central Hudson other than that of independent contractors.

SECTION 5.06. Notices.

Unless otherwise specified herein, all notices and other communications hereunder shall be in writing and shall be deemed given (as of the time of delivery or, in the case of a telecopied communication, of confirmation) if delivered personally, telecopied (which is confirmed) or sent by overnight courier (providing proof of delivery) to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

If to Con Edison:

Consolidated Edison Company of New York, Inc.
4 Irving Place
New York, NY 10003
Attention: Vice President, System and Transmission
Operations

Copy to:

Consolidated Edison Company of New York, Inc.
4 Irving Place
New York, NY 10003
Telecopy No.: (212)-674-7329
Attention: Senior Vice President and General Counsel

Consolidated Edison Company of New York, Inc. 4
Irving Place
New York, NY 10003 Telecopy
No.: (212) 529-1130
Attention: Manager, Transmission Planning - Interconnection Services

if to Central Hudson to:

Central Hudson Gas & Electric Corporation 284
South Avenue
Poughkeepsie, New York 12601
Attention: Paul Colbert, Assistant General
Counsel
Phone (845) 486-5831
Facsimile No.: (845) 486-5782

Copy to:

Central Hudson Gas & Electric Corporation
Attn. John J. Borchert, Senior Director Energy
Policy and Transmission Development
284 South Avenue
Poughkeepsie, New York 12601
Phone (845) 486-5327
Fax (845) 486-5697

SECTION 5.07. Amendment and Waiver.

- (a) This Restated Agreement may be amended, modified or supplemented only by an instrument in writing signed on behalf of each of the Parties. Any agreement on the part of a Party to any extension or waiver in respect of this Restated Agreement shall be valid only if set forth in an instrument in writing signed on behalf of such Party. If any Governmental Authority or the ISO implements a change in any Law or practice which impedes a Party's performance under this Restated Agreement or may be reasonably expected to impede the Party's performance under this Restated Agreement, the Parties shall negotiate in good faith such amendments to this Restated Agreement as are reasonably necessary to cure such impediment, and Con Edison shall file such amendments with the FERC. If the Parties are unable to reach agreement on such amendments, either Party shall have the right to make a unilateral filing with the FERC to modify this Restated Agreement pursuant to Sections 205 and 206 or any other applicable provisions of the Federal Power Act and the FERC rules and regulations thereunder; provided, that the non-filing Party shall have the right to oppose such filing and to participate fully in any proceeding established by the FERC to address any such amendments.

- (b) This Restated Agreement does not amend the 1990 Agreement, the terms of

which continue in effect.

SECTION 5.08. Governing Law.

This Restated Agreement shall be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of law).

SECTION 5.09. Counterparts.

This Restated Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 5.10. Interpretation.

When a reference is made in this Restated Agreement to an Article, Section, Schedule or Annex, such reference shall be to an Article or Section of, or Schedule or Annex to, this Restated Agreement unless otherwise indicated. The table of contents and headings contained in this Restated Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Restated Agreement. Whenever the words "include", "includes" or "including" are used in this Restated Agreement, they shall be deemed to be followed by the words "without limitation" or equivalent words. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Restated Agreement shall refer to this Restated Agreement as a whole and not to any particular provision of this Restated Agreement. All terms defined in this Restated Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Restated Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms. Any agreement, instrument or Law defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or Law as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of Laws) by succession of comparable Laws and references to all attachments thereto and instruments incorporated therein. References to a person are also to its permitted successors and assigns.

SECTION 5.11. Dispute Resolution.

If any dispute, disagreement, claim or controversy exists between the Parties arising out of or relating to this Restated Agreement, such disputed matter shall be submitted to a committee comprised of one designated representative of each Party. Such committee shall be instructed to attempt to resolve the matter within thirty days after such dispute, disagreement, claim or controversy. If such designees do not agree upon a decision within thirty days after the submission of the matter to them, either Party may then pursue remedies available to it.

SECTION 5.12. Jurisdiction and Enforcement.

Each of the Parties irrevocably submits to the exclusive jurisdiction of (i) the Supreme Court of the State of New York, New York County and (ii) the United States District Court for the Southern District of New York, for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby. Each of the Parties agrees to commence any action, suit or proceeding relating hereto either in the United States District Court for the Southern District of New York or, if such suit, action or proceeding may not be brought in such court for jurisdictional reasons, in the Supreme Court of the State of New York, New York County. Each of the Parties further agrees that service of process, summons, notice or document by hand delivery or U.S. registered mail at the address specified for such Party in Section 5.06 (or such other address specified by such Party from time to time pursuant to Section 5.06) shall be effective service of process for any action, suit or proceeding brought against such Party in any such court. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in (i) the Supreme Court of the State of New York, New York County, or (ii) the United States District Court for the Southern District of New York, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

SECTION 5.13. Entire Agreement.

This Restated Agreement, including the attached Schedules and Annexes, embodies the entire agreement and understanding of the Parties in respect of the transactions contemplated by this Restated Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings other than those expressly set forth or referred to herein or therein. This Restated Agreement supersedes all prior agreements and understandings between the Parties with respect to the transactions contemplated by this Restated Agreement.

SECTION 5.14. Severability.

If any term or other provision of this Restated Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Restated Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Restated Agreement so as to effect the original intent of the Parties as closely as possible to the fullest extent permitted by applicable law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

SECTION 5.15 Indemnification and Limitation of Liability.

(a) **Indemnification.** Central Hudson and its contractors performing work on the Second Tie shall indemnify and hold Con Edison and its trustees, officers and employees harmless from and against all claims, damage, loss, or liability arising from or connected with performance of this Agreement, except to the extent that such claims, liability and damages arise from Con Edison's negligence. Central Hudson and its contractors shall maintain all applicable insurance consistent with Con Edison's typical insurance requirements (workers compensation, employer's liability, vehicle liability, professional liability, occurrence-based general liability, etc.), and shall name Con Edison as an additional insured where appropriate.

(b) **Limitation of Liability.** Con Edison shall not be liable in contract, in tort (including negligence or strict liability), or otherwise for damage or loss of property or equipment, loss of profits or revenue, loss of use of equipment or power system, cost of capital, cost of purchased or replacement power or energy or temporary equipment (including additional expenses incurred in using existing facilities), claims of customers of Central Hudson, or for any special, indirect, incidental, or consequential damages whatsoever. Notwithstanding Section 5.15(a), Central Hudson shall not be liable for consequential or indirect damages related to loss of profits or revenues, cost of capital, cost of purchased or replacement power or energy, or claims of customers of Con Edison.

SECTION 5.16 Auditing of Accounts and Records.

Each Party shall have the right, upon reasonable notice and at its cost, to audit the other Party's accounts and records pertaining to maintenance and service transactions under this Agreement. Such right shall continue for a period of twelve (12) months after the date of the transactions(s) which are the subject of the requested audit.

SECTION 5.17 Regulatory Requirements.

It shall be the responsibility of each of the Parties to take all necessary actions to satisfy any regulatory requirements which may be imposed on it by any statute, the ISO, or rule or regulation concerning transactions contemplated by this Restated Agreement. The Parties shall cooperate with each other and shall provide information or such other assistance as may be reasonably required by the other Party or the ISO in order to satisfy its obligations under this Section 5.17.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

By: _____
Brian Horton Vice President

CENTRAL HUDSON GAS & ELECTRIC CORPORATION

By: _____
Paul E. Haering
Vice President Engineering and System Operations

STATE OF NEW YORK)

COUNTY OF NEW YORK)

On this ____ day of February, 2016, before me personally appeared Brian Horton, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that his signature on the instrument, the individual, or the corporation upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)

COUNTY OF DUTCHESS)

On this ____ day of February, 2016, before me personally appeared Paul E. Haering, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that his signature on the instrument, the individual, or the corporation upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

SCHEDULE 3.01(a)(i)(1)

EQUIPMENT CONTAINED IN THE SECOND TIE

SCHEDULE 3.01(a)(i)(1)

EQUIPMENT CONTAINED IN THE SECOND TIE

The Second Tie shall include the following equipment and structures:

- 345kV/115kV Transformer
- 2 - 345kV Disconnect Switches (1 Disconnect Switch is located in the Con Edison Substation)
- 2 - 345 kV Circuit Breakers
- 2-Ground Switches (1 Ground Switch is located in the Con Edison Substation)
- Associated Bus work and Connectors (Located in the Con Edison Substation)
- Associated Relay Protection and Auxiliary Equipment
- Revenue Metering and Associated Equipment
- Associated Control and Auxiliary Equipment
- Lightning Protection Equipment and Associated Structures Required to Protect the Second Tie

SCHEDULE 3.01(a)(ii)

EQUIPMENT SPECIFICATIONS

SCHEDULE 3.01(a)(ii)

EQUIPMENT SPECIFICATIONS

1. Engineering Specification CE-TS-4185
General Purchase Specification for 138-345 kV XPLE Insulated
Power Cables and Associated Accessories
Revision 0
November 2006
2. Engineering Specification CE-SS-3400
Specification for the Installation of Civil Materials and Equipment
Section III – Detail Standard Specification
Part 2831
Chain Link Fence
Revision 00
August 2005
3. Engineering Specification CE-ES-2002
Standard Engineering Design Guidelines
4. Engineering Specification CE-ES-4029
General Purchase Specification for High Voltage Outdoor Bus, Disconnect Switch
Equipment and Equipment Support Structures
Revision 14
October 2008

ANNEX II

ONE-LINE DIAGRAM

This material has been deleted from the public version because it contains CEII material

ANNEX I

PLOT PLAN

This material has been deleted
from the public version because it
contains CEII material

Confidential - CEII

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